

Hattiesburg City Council Rental Properties Committee Meeting

- 1. 2016-128 Rental Properties Committee Meeting Packet**
 1. Committee Packet, 11-29-16



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

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<u>Title:</u> Rental Properties Committee Meeting Packet

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DEFINITIONS OF "FAMILY"

01. "[A] person living alone, or any of the following groups living together as a single nonprofit housekeeping unit and sharing common living, sleeping, cooking, and eating facilities:

"(a) Any number of people related by blood, marriage, adoption, guardianship or other duly-authorized custodial relationship;

"(b) Three unrelated people;

"(c) Two unrelated people and any children related to either of them;

"(d) Not more than eight people who are:

"(i) Residents of a "Family Home" as defined in Section 4.14.22 of the Iowa code; or

"(ii) "Handicapped" as defined in the Fair Housing Act, 42 U.S.C. Section 3602 (h).

"This definition does not include those persons currently illegally using or addicted to a "controlled substance" as defined in the Controlled Substances Act, 21 U.S.C., Section 802 (6).

"(e) No more than five people who are granted Special Use Permit as a single nonprofit housekeeping unit (a "functional family") pursuant to Section 29.1503 (4)(d) of the Municipal Code of the City of Ames, Iowa.

"(i) Exceptions—The definition of a "Family" does not include:

"a. Any society, club, fraternity, sorority, association, lodge, combine, federation, coterie, or like organization;

"b. Any group of individuals whose association is temporary or seasonal in nature; and

"c. Any group of individuals who are in a group living arrangement as a result of criminal offenses."

[Ames, Iowa. Definition affirmed on appeal.]

02. "[A]n individual; or two or more persons related by blood or marriage living together; or a group of individuals, of not more than three persons, not related by blood or marriage but living together as a single housekeeping unit."

[Columbia, SC. S. Carolina Sup. Ct. found the definition to be constitutional.]

03. "[P]ersons related by blood, marriage or adoption, or no more than 4 individuals occupying

a dwelling unit who are committed to living together as a single housekeeping unit, in harmony with the surrounding neighborhood, responsible for maintaining a common household. A boarder shall not be considered a member of a family for the purposes of this definition.”

[Milford, CT.]

04. “Individuals living together as a single, non-profit housekeeping unit occupying a dwelling unit that has complete housekeeping facilities.”

[East Hartford, CT.]

05. “An individual or two or more persons related by blood, marriage, legal adoption or guardianship.”

[Manchester, CT.]

06. “An individual, or two (2) or more persons related by blood, adoption, civil union or marriage, or a group of not more than five (5) persons not related by blood, adoption, civil union or marriage, living together as a single housekeeping group in a dwelling unit. The establishment of a family in a dwelling unit with four (4) to five (5) persons but not more than five (5) persons not related by blood, adoption, civil union or marriage, living together as a single housekeeping group in a dwelling unit shall require special exception approval from the Planning and Zoning Commission. Living together as a single housekeeping group in a dwelling unit entails common bath, common kitchen and one lease for all occupants.”

[Middletown, CT.]

07. “One or more persons living together as a single housekeeping unit in a dwelling unit.”

Note: You would have to define “single housekeeping unit” and “dwelling unit.”

08. “a. Individual; or
“b. Two or more persons, including children, related by blood, marriage, or adoption and usual servants, living together as a single housekeeping unit in dwelling unit; or
“c. No more than six persons not related, living together as a single housekeeping unit within a dwelling unit; or
“d. Persons with development disabilities and operators of a residential facility as defined in this section.”

[Arizona community]

09. “[O]ne person or two or more persons related by blood, marriage, adoption, or other analogous family union occupying a dwelling unit and living as a single non-profit housekeeping unit, **provided that a group of five or more persons who are enrolled as full-time, underground students at a postsecondary educational institution shall not be deemed to constitute a family.**”

[Boston, MA]

10. “One or more persons closely related by blood, marriage, or adoption, occupying a dwelling unit and living together as a single housekeeping unit, or a maximum of four (4) unrelated individuals living together as a single housekeeping unit and sharing in the use of any conveniences available, provided further that within a single-family detached dwelling owned and occupied by a family closely related by blood, marriage or adoption this provision shall be construed so as not to prohibit the renting of rooms without housekeeping facilities for use by not more than two (2) unrelated persons.”
[Stamford, CT.]

What is a private single family residence?

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Canada July 15 2015

Most declarations for residential condominiums contain a provision that states that "Each unit shall be used and occupied as a private single family residences and for no other purpose."

So what does "private single family residences" mean?

Recent case law has confirmed that this terminology, in a declaration, means that units only meet the definition of single family occupancy if the residents are "a social unit consisting of parent(s) and their children, whether natural or adopted and other relatives if living with the primary group."

In the recent case of *Ballingall v CCC No. 111*, 2015 ONSC 2484 the court was asked to address the question again.

For many years the boards of directors of CCC 111 did not enforce the private single family residence provision in its declaration. Many owners who lived in the complex complained about the failure to enforce the provision and the impact of student residents on the property and the owner occupant residents.

The board was advised by its lawyer that it had an obligation to enforce the single family occupancy provision in its declaration. Therefore the board informed the owners that the provision would be enforced going forward.

One of the board members, who rented his unit out to students, campaigned vigorously against the board's decision. The board was asked to define single family and it did so by enacting a rule that broadly defined "single family". The rule defined "private family single residence" to include "two or more unrelated persons living together in order to pool their resources and reduce their cost of living, provided that it is clear that their collective intention is to live together permanently" and to include "two unrelated persons who are joint owners of the unit". The board also went on to allow any current owner in the building the right to not comply with the single family provision for a period of 10 years. The rule originally proposed by the corporation's legal counsel did not include the 10 year grandfathering.

A group of owners who were occupying their units and wanted the single family provision enforced brought an application to the court for a declaration that the corporation's documents prohibited the use or occupancy of units by unrelated occupants not forming part of a social unit consisting of a single family and that the rule enacting the new definition of "single family" was invalid.

The court confirmed that unless the term "private single family residence" is defined otherwise in a condominium corporation's governing documents, it has the definition set out above.

The court struck down the corporation's rule, not on the grounds that it expanded the definition of single family occupancy, but because the grandfathering provision wiped out the effect of the single family provision in the declaration.

The trial judge concluded that the corporation had an obligation to enforce the provision of the declaration despite the fact it had not enforced it in the past. The judge explained that the prohibition against renting to unrelated tenants had always been in the declaration for everyone to see. Landlords could not now complain that they had not been advised of this by their lawyer or realtor at the time of purchase. There was no evidence that the corporation had led the landlords to believe that renting to unrelated tenants would be in compliance with the provision of the declaration.

Miller Thomson LLP - Warren Kleiner

Rental Housing Ordinance

The City of Clinton has adopted a Rental Property Ordinance in order to insure the health, safety and welfare of the community. This Ordinance will include manufactured homes, single-family houses, multi-family units and any residential property that is leased to an individual other than the property owner.

The intent of this Ordinance is to establish a base standard to prevent or correct slum and blighted conditions that presently exist or could exist in the future.

This Ordinance will address the following:

Registration of all rental property by persons owning, managing, leasing or renting property.

Licensing of the rental property will be required for persons renting one or more rental units.

Annual registration will be required for each rental unit.

Inspection of the rental unit must be performed before a rental license is considered valid.

By the nature of this Ordinance all owners and managers are agreeing to allow an inspector from the City of Clinton to inspect their rental property. Inspections will be performed with prior notice to the owner or manager of the rental unit with sufficient time to notify the lessee. Violations found during the inspection of the rental unit will be given ample time to be corrected. A Certificate of Occupancy will not be issued until all non-conformities found during the inspection are repaired and a re-inspection of the rental unit is performed.

A rental housing standard is set forth in this Ordinance as being the basic human needs to insure the comfort and well being of the lessee.

What Is The Rental Housing Inspection Program?

The ordinance simply requires that all rental housing in the City of Clinton be registered with the City. The program is based on an ordinance which requires the inspection of all rental housing within the City of Clinton. The properties are inspected for compliance with state and local laws involving property maintenance. Once an inspection is complete the owner is notified of any deficiencies found and asked to correct them in a timely manner.

Why Does The City Have A Rental Inspection Program?

For years the City responded to complaints from tenants, other nearby rental property owners, and residents about the lack of property maintenance on many rental properties. Nearby property owners complained that as a result of poor property maintenance on rental properties, their property values were being adversely affected. This same complaint was

echoed by other rental property owners who believed that their ability to rent, and even their ability to increase rents, was being adversely affected by other errant rental property owners in their neighborhoods.

What Happens If There Are Violations?

Where violations are found you will receive an inspection report showing the problems and location. The notice will also include a date for compliance.

What Will The Inspector Be Looking For?

The inspector will be looking for a number of things including: junk cars, dead vegetation, accumulations of junk and debris, landscape maintenance, building maintenance, graffiti, adequate refuse facilities, illegal/unpermitted construction, dilapidated structures and substandard housing conditions.

More Questions?

If you have any other questions regarding rental property ordinances or inspections, please contact the City of Clinton, Community Development department.

COMMUNITY DEVELOPMENT

Planning & Zoning

Building Codes

Compliance

Licenses & Permits

Ordinances and Regulations

Rental Property Ordinance

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CONTACT

Community Development
961 Highway 80 East

(Across from Wal Mart)

Phone: 601-924-2256

Fax: 601-924-0837

Director:

Roy Edwards

redwards@clintonms.org

Building Official:

Robert Touchstone rtouchstone@clintonms.org

Code Enforcement:

Johnny Steverson jsteverson@clintonms.org

Rental Property Management:

Lauren Chamblee lchamblee@clintonms.org

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601-924-5474

300 Jefferson Street, Clinton, MS 39060

Contact

Job Openings

Registration No. _____

**CITY OF CLINTON
ANNUAL RESIDENTIAL RENTAL PROPERTY
REGISTRATION FORM**

Post Office Box 156
Clinton, Mississippi 39060
Phone: 601-924-2256 - Fax: 601-924-0837

Owners Contact Information

_____ Check here if contact information has changed.

Owner's Name: _____

Mailing Address: _____

Street

Mailing Address: _____

City

State

Zip Code

Telephone: _____ Cell: _____

Fax: _____ E-mail: _____

Local Agent Information: If the Owner does not reside within 60 miles of the rental unit OR is not able to be contacted on a 24-hour basis, the Owner must provide information for a Local Agent who resides in Hinds County or an adjoining County AND is able to respond reasonably in the event of an emergency on a 24-hour basis.

_____ Check here if information has changed.

Agent's Name: _____

Mailing Address: _____

City

State

Zip Code

Telephone: _____ Cell: _____

Fax: _____ E-mail: _____

Fee Schedule:

Number of units: _____ @ \$25.00 each Total Amount Due: \$ _____

Unit Type (circle all that apply)

Single Family

Duplex

Three-plex

Four-plex

Multi-Family

By signing this form the Owner and Local Agent (if applicable) agree to comply with the following terms:

- ## FAILURE TO REGISTER

I hereby declare under penalty of perjury that all information given on this application for the purpose of securing a Certificate of Residential Rental Registration, and determining the amount due, is true and correct.

Date _____

Date _____

RENTAL UNIT ADDRESS	CERTIFICATE OF OCCUPANCY NUMBER	DATE ISSUED

[illegible]

AN ORDINANCE TO REGULATE THE STANDARDS OF RENTAL HOUSING UNITS WITHIN THE CITY OF CLINTON ; ESTABLISHING BASIC STANDARDS FOR SUCH RENTAL HOUSING; PROVIDING REGISTRATION REQUIREMENTS AND SETTING STANDARDS THEREFORE; SETTING ADMINISTRATIVE AND ENFORCEMENT REGULATIONS' INCLUDING PENALTIES; AND FOR RELATED PURPOSES.

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI:

RENTAL HOUSING CODE

ARTICLE I

GENERAL REGULATIONS

Section 100. Scope.

This code shall apply to all rental housing units located within the City of Clinton, Mississippi, including manufactured homes, single family homes and multifamily units. The intent of this code is to establish base standards for rental housing in Clinton so as to prevent or correct slum and blighted conditions and protect the health, safety and welfare of the community,

Section 101. Designation of Administrator.

The Director of the Community Development Department for the City of Clinton is hereby designated as the Administrator of this article and may delegate duties of this Code to the building inspectors, code enforcement officers and other employees of the Community Development Department or other employees of the City of Clinton.

Section 102. Registration Required.

It shall be unlawful for any person and/or entity to maintain or operate any rental housing unit or units within the City of Clinton unless such person or entity has registered the property.

Section 103. Registration Fee.

The annual registration fee shall be twenty-five dollars (\$25.00) per dwelling unit payable upon application for registration. A late penalty fee will be assessed in the amount of \$10 per unit multiplied by the number of months the registration is past due. A fee of \$350 will be assessed for failure to register a dwelling unit within ninety (90) days of expiration of annual registration fee. Each person or entity who operates an office within the City of Clinton must also obtain a Privilege License as required by the City of Clinton for operation of a business pursuant to State Statute 27-17-9.

Section 104. Annual Registration Application.

- (a) *Annual Registration.* Application for an annual rental housing registration shall be filed with and issued by the Community Development Department. The application shall be in writing, signed by the property owner, agent or designee and shall include the following:

- (1) The name and address of the applicant;
- (2) Proof of ownership must be provided if the information provided differs from Hinds County records;
- (3) The location and parcel number of the property on which the rental housing unit is located;
- (4) For new construction, a complete site plan of the complex showing it is in conformity with the requirements included within this Rental Housing Code;
- (5) For new construction, plans and specifications of all buildings, improvements and facilities to be constructed within the rental housing complex or on the same property as the rental housing unit.
- (6) Such other information as may be requested by the Community Development Department to enable it to determine if the proposed rental housing unit or complex will comply with all codes and ordinances adopted by the City of Clinton.

(b) *Inspection Required.* Before any registration is issued by the Community Development Department the applicant must authorize the Administrator or designee to inspect the rental housing unit or complex for which an application for registration has been made. The Administrator or designee may inspect only a portion of the rental units within a rental housing complex if the Administrator or designee determines an inspection of the entire complex is not needed. Every landlord who retains all utilities in his/her name is required to have all rental units inspected once a year or with each tenant change. All utilities must be turned on at the time of the inspection in order to inspect all systems, appliances and equipment.

(c) *Registration Renewal.* Upon application in writing for renewal of a registration issued under this chapter and upon payment of the annual registration fee, the Community Development Department shall issue a certificate renewing such registration for another year. The Community Development Department may, in its discretion, inspect the rental housing unit or complex for which application is being made before a renewal of the registration is issued.

(d) *Registration Transfer.* Upon application in writing for transfer of a registration accompanied by an application with the transferee's information and payment of the transfer fee, the Community Development Department shall issue a transfer if the application is found to be in compliance with this chapter. A fee of \$25.00 will be charged for transfer of any property or properties. A fee of \$350 will be assessed for failure to register a dwelling unit within ninety (90) days of transfer of ownership.

(e) *Certificate of Occupancy Requirements.* A Certificate of Occupancy shall be required as a condition of providing new utility service to any rental property or as a condition of transferring service to a new owner, new renter or billing name. A Certificate of Occupancy is required prior to any tenant taking possession of a rental unit. EXCEPTION: Units that have a valid permit (as defined by City of Clinton Zoning Ordinance or adopted building codes) pulled for repair, renovations or additions may be granted a Temporary Certificate of Occupancy. Temporary Certificates of Occupancy will only be issued after approval of scope of work, reasonable time schedule for completion and in the opinion of the Building Official unit can be occupied safely.

Section 105. Registration Revocation.

The Community Development Department may revoke any registration to maintain and operate a rental housing unit or complex when the owner or agent has failed to comply with any provisions of this ordinance. After such failure to comply the registration may be reissued if the circumstances leading to the failure to comply have been remedied and the rental housing unit or complex is being maintained and operated in full compliance with the law.

Section 106. Definitions.

For purposes of this article, the following words, terms and phrases shall have the meaning respectively ascribed to them as follows, unless the context clearly indicates otherwise:

- (1) *Accessory Use Areas:* Are areas and buildings around a rental dwelling which provide space for amenities and facilities, including but not limited to pay phones, picnic areas, recreation areas, laundry rooms, recreation rooms, refuse collection facilities, and accessory storage buildings.
- (2) *Agent:* Is a person authorized by the owner of a rental housing unit to make or order repairs or service to the unit and authorized to receive notices on behalf of the owner.
- (3) *Approved:* Means in conformance with the appropriate codes and approved by the Administrator or his designee.
- (4) *Architectural Pool:* Means a constructed or excavated exterior area designed to contain a regular supply of water other than a swimming pool or a spa.
- (5) *Boarding House:* A building other than a Hotel or Motel where, for compensation and by prearrangement for definite periods, meals and/or lodging are provided for two (2) or more persons (other than legally related family members) on a weekly or monthly basis.

- (6) *Building Official:* The city official designated by the Mayor and Board of Aldermen to administer and enforce this ordinance, and such representatives as may be appointed by such City Official.
- (7) *Certificate of Occupancy:* A certificate issued pursuant to this ordinance by the Building Official to ensure that a Dwelling Unit is in compliance with the provisions of this ordinance. Certificates of Occupancies are valid for twenty-four (24) months.
- (8) *Change of Occupancy:* When a rental unit vacated and is occupied by a new tenant.
- (9) *City:* The City of Clinton, Mississippi.
- (10) *Condominium:* An estate in real property consisting of an undivided interest in common of a portion of real property, together with a separate interest in space in a residential building on such real property.
- (11) *Cooperative:* A Multiple-Household owned and maintained by the residents. The entire structure and real property is under common ownership, as contrasted to a Condominium Dwelling where individual units are under separate individual occupant ownership.
- (12) *Deterioration:* Means a lowering in quality of the condition or appearance of a building, structure or premises characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or any other evidence of physical decay, neglect, damage or lack of maintenance.
- (13) *Dwelling:* Means an enclosed occupied or unoccupied space designed as or being used as permanent living facilities, including single family and multifamily dwellings and accessory use areas.
- (14) *Exterior Opening:* Means an open or closed window, door or passage between interior and exterior spaces.
- (15) *Failure to Comply:* Means a failure, refusal, or neglect to obey an official order or comply with any adopted ordinance of the City of Clinton.
- (16) *Gang Boxes:* Means a group of postal service mail boxes clustered together serving a residential area.
- (17) *Glazed:* Means fitted with glass.
- (18) *Habitable Room:* Means a room or enclosed floor space within a rental housing unit used, intended to be used or designed to be used for living, sleeping, eating or cooking and excludes bathrooms, laundry rooms, halls, closets and storage places.

- (19) *IPMC*: Is the International Property Maintenance Code adopted by the City of Clinton.
- (20) *Impervious*: Means incapable of being penetrated or affected by water or moisture.
- (21) *Infestation*: Is the presence or apparent presence of insects, rodents, vermin or noxious pests of a kind or in a quantity that endangers health within or around a dwelling or may cause structural damage to the dwelling.
- (22) *Inoperable Vehicle* or *Junk Vehicle*: Is a vehicle which is physically incapable of operation, stripped, substantially damaged, lacking of a current license plate and/or inspection sticker, discarded or unable to be safely and legally operated.
- (23) *Landscaping*: Is the combination of elements such as trees, shrubs, ground covers, vines and other organic and inorganic material for the express purpose of creating an attractive and pleasing environment.
- (24) *Lessee*: A person or entity who receives the use and possession of leased property (e.g., real estate) from a lessor in exchange for a payment of funds. The person to whom a lease is made.
- (25) *Legal Entity*: An association, cooperation, partnership, or individual that has legal standing in the eyes of the law.
- (26) *Makeshift*: Means not in accordance with the requirements of this code, any ordinance of the city or rules or regulations adopted thereunder, accepted practices, prevailing standards, design of a licensed contractor or manufacturer's recommendation.
- (27) *Manager*: Means any person who has charge, care or control of a rental housing unit.
- (28) *Occupant*: Means any person living in, sleeping in or possessing a rental housing unit.
- (29) *Owner*: Means a person, persons or legal entity listed as the current titleholder of real property, as recorded in the official records of Hinds County, Mississippi.
- (30) *Parking Area*: Means any area adjacent to a rental housing unit which was designed for or is used for the purpose of parking vehicles. This does not include landscaped, unpaved or yard areas.
- (31) *Proof of Ownership*: A title or deed to a piece of property signed by a notary public.

- (32) *Rental Housing Unit:* Means that portion of a dwelling for which payment or other consideration is being made to an owner, agent or manager for the use or occupancy of that portion as an independent living facility, excluding transient occupancy such as hotels and motels. It also means each apartment or each rental unit within an apartment complex.
- (33) *Slum-Like:* Means the unsightly condition of a building, structure or premises characterized by deterioration or other similar conditions and the visible outdoor storage of junk, garbage or rubbish, regardless of the condition of other properties in the neighborhood.
- (34) *Sound Condition:* Means free from decay or defects and in good working condition.
- (35) *Specific Lighting:* Means artificial illumination which was designed and installed to provide adequate lighting for a specific area.
- (36) *Storage:* Means placing or leaving personal property in a location for the purpose of preservation, seasonal or future use or disposal. No upholstered furniture may be stored on porches
- (37) *Vehicle:* Is an automobile, truck, trailer, camper, recreational vehicle, boat or motorcycle.

Section 107 Authority to Inspect.

- (a) *Personnel.* The Administrator or designee is authorized to make reasonable and necessary inspections of rental housing units and premises to determine compliance with this article.
- (b) *Access.* Every owner, agent, manager or tenant of a rental housing unit shall, upon reasonable notice, allow access to any part of such rental housing unit at all reasonable times for the purpose of making such inspections. If the owner, agent, manager or tenant refuses access to make an inspection, the city is authorized to obtain an inspection warrant. If complaint is made to the city of conditions in any rental unit which may be in violation of any applicable city code, the city is authorized to investigate such complaint without notice.
- (c) *Scope.* An inspector may expand the scope of an inspection to include other city code violations discovered during the inspection.
- (d) *Compliance.* If upon inspection, violations of interior or exterior standards exist, the owner, agent or manager will be required to correct all violations within a reasonable period of time as determined by the inspector. Failure to comply with the order of the Inspector may result in the revocation of the existing Certificate of Occupancy. In the event the rental housing unit becomes unoccupied, future occupancy will be prohibited until all violations have been corrected and the unit has been re-inspected by the city and deemed to be in compliance and a new Certificate of Occupancy issued.

ARTICLE II
RENTAL HOUSING STANDARDS

Section 200. General.

All residential property for rent or lease in the City of Clinton shall comply with this section.

Section 201. Adopted Property Maintenance Code.

Every rental unit shall comply with the property maintenance codes in effect at time of inspection.

Section 202. Additional Provisions.

- (a) *General Provision.* Every rental housing unit shall have a kitchen or kitchen area with suitable space and equipment to store, prepare and serve food in a sanitary manner. Adequate facilities for the disposal of food waste and refuse shall also be provided.
- (b) *Oven and Range or Stove.* Every kitchen or kitchen area shall be equipped with a cooking oven and range or a stove properly connected and in sound condition. If the oven and range or stove is provided by the tenant per the rental agreement, the owner, agent or manager is exempt from the provisions of this section.
- (c) *Refrigerator.* Every kitchen or kitchen area shall be equipped with a refrigerator properly connected and in sound condition. Refrigerators shall be capable of maintaining a temperature between forty degrees (40°) and forty-five degrees (45°) Fahrenheit. Refrigerators shall have some capacity for storing frozen food. If the refrigerator is provided by the tenant per the rental agreement, the owner, agent or manager is exempt from the provisions of this section.
- (d) *Sanitary Surfaces; Preparation and Storage Areas.* Countertops, food preparation surfaces, food storage pantries and cupboards shall be easily cleanable and free from holes, breaks or cracks that can leak, or may injure a person or may permit the harborage of insects and dampness that may promote the growth of bacteria.
- (e) *Floor Coverings; Tripping Hazards.* Floor coverings that are torn or loose and located on a stairway or within three (3) feet of a stairway shall be removed or repaired to prevent tripping. Tears in excess of six (6) inches and tears or projections rising one-quarter inch or more above the floor surface in any location present a tripping hazard and shall be repaired.

- (f) *Floor Coverings; Deteriorated, Unsafe, Unsanitary.* Floor coverings such as carpeting, tile, linoleum and similar materials shall be repaired or replaced when the floor covering is severely deteriorated or when the condition of the floor covering creates an unsafe or unsanitary environment.
- (g) *Landscaping.* Every rental housing unit shall have landscaping in all yard areas which are visible from a public street, alley or sidewalk or a neighboring property. Such landscaping shall be installed and maintained so as to enhance the appearance and value of the property on which it is located and shall not present a deteriorated or slum-like appearance.
- (h) *Exterior Areas; Tripping Hazards.* Every common area, sidewalk, driveway, parking lot and parking area of rental housing units shall be free from holes, depressions or projections that may cause tripping or may injure a person or otherwise present a hazard, including damage to a vehicle.

ARTICLE III

ADMINISTRATION AND ENFORCEMENT

Section 300. Commencement of Action.

- (a) The Community Development Department is assigned the primary responsibility of enforcing this chapter and is granted the authority expressly and impliedly needed and necessary for enforcement.
- (b) Nothing in this section shall preclude employees of the Community Development Department from seeking voluntary compliance with the provisions of this chapter or from enforcing this chapter, proactively or reactively, through warnings, citations, or other such devices designed to achieve compliance in the most efficient and effective manner under the circumstances.
- (c) The Community Development Department is authorized to recommend reasonable and necessary rules and regulations to carry out the provisions of this article which shall be approved by resolution of the Mayor and Board of Aldermen.
- (d) Any person who shall knowingly and willfully violate the terms, conditions or provisions of this ordinance, for violation of which no other criminal penalty is prescribed, shall be guilty of a misdemeanor and upon conviction therefor shall be sentenced to pay a fine not to exceed one hundred dollars (\$100.00), and in case of continuing violations without reasonable effort on the part of the defendant to correct same, each da the violation continues thereafter shall be a separate offense. The Police Department of City of Clinton is hereby empowered to act on behalf of the Director of Community Development if necessary ant to issue a citation to violators who fail to respond within the warning time provided.

(e) Re-inspection fees will be as follows:

3rd inspection \$100.00

4th inspection \$200.00

5th inspection \$400.00

6th inspection without compliance - Citation to court

Section 301. Transfer of Property after Notice.

- (a) *Written Assumption of Responsibility.* The transfer of any or all property interest in any manner, including but not limited to, the sale, trade, lease, gift or assignment of any real property against which a citation has been issued or allegations of violations have been filed with the court shall not relieve the parties unless the legal entity assuming interest in such property, in writing, assumes responsibility for compliance with the notice to comply or alleged violations and a copy of such writing is presented to the city.
- (b) *Criminal Violation.* Any legal entity, real or statutory, who transfers the ownership interest in real property, against which a citation has been issued or allegations of violations have been filed with the court, shall be guilty of a class 1 misdemeanor unless they have obtained a written acceptance of responsibility for compliance with the citation or court action from the new owner.

Section 302. Vacation of Tenants; Re-occupancy.

- (a) *Comply Even if Vacated.* An owner, agent or manager served with a citation or enforcement proceeding for violations of article II of this chapter shall not be relieved from responsibility to comply because the tenant(s) have vacated the rental housing unit.
- (b) *Compliance Before Re-occupancy.* The owner, agent or manager of a rental housing unit shall not lease, rent or otherwise make available for occupancy by tenants any unit until such unit has been inspected and a new Certificate of Occupancy has been issued or against which a citation has been issued or an enforcement action has been instituted until the violations contained in the citation or enforcement proceeding have been corrected and a new Certificate of Occupancy has been issued. The Director of Community Development or designee may choose to forego the inspection of the units which historically have complied with all applicable codes and ordinances. EXCEPTION: Inspection will not be required for units that have passed inspections within the last twenty-four (24) months.

Section 303. In any case where a provision of this code is found to be in conflict with a provision of any zoning, building, fire, safety, or health ordinance or code of the city, existing on the effective date of this code, the provision which establishes the higher standard for the promotion and protection of the health and safety of the community shall prevail.

Section 304. That all provisions of the ordinances of the City of Clinton in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other provisions of the ordinances of the City of Clinton not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 305. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

Section 306. This ordinance shall become effective after passage and thirty (30) days following publication. The City Clerk shall cause the ordinance to be published in a local newspaper with a general circulation.

The foregoing ordinance was proposed in a motion by Alderman Hisaw seconded by Alderman Barnett, and after discussion, no board member having called for a reading was brought to a vote as follows:

Alderman Jehu Brabham	voted: Aye
Alderman Tony Hisaw	voted: Aye
Alderman Tony Greer	voted: Absent
Alderman Bill Barnett	voted: Aye
Alderwoman Kathy Peace	voted: Aye
Alderman Mike Morgan	voted: Aye
Alderman Mike Cashion	voted: Absent

Whereupon, the motion having received a majority of affirmative votes, the Mayor of the Board of Alderman declared that the Ordinance had been passed and adopted on this the 7th day of May, 2013.

**CITY OF CLINTON,
MISSISSIPPI**

By:

Rosemary G. Aultman, Mayor

ATTEST:

Russell Wall, City Clerk

ARTICLE XII. - RENTAL HOUSING CODE^[11]

DIVISION 1. - GENERALLY

Sec. 7-200. - Scope.

This code shall apply to all *rental* housing units located within the City of Tupelo, Mississippi, including manufactured homes, single family homes and multifamily units. The intent of this code is to establish base standards for *rental* housing in Tupelo so as to prevent or correct slum and blighted conditions and protect the health, safety and welfare of the community.

(Ord. of 11-1-11(2), § 1)

Sec. 7-201. - Designation of administrator .

The Director of the Development Services Department for the City of Tupelo is hereby designated as the administrator of this article and may delegate duties of this code to the building inspectors, code enforcement officers and other employees of the development services department or other employees of the City of Tupelo.

(Ord. of 11-1-11(2), § 1)

Sec. 7-202. - Registration required.

It shall be unlawful for any person and/or entity to maintain or operate any *rental* housing unit or units within the City of Tupelo unless such person or entity has registered the property.

(Ord. of 11-1-11(2), § 1)

Sec. 7-203. - Registration fee.

- (a) All landlords or entities who have *rental* property within the city are required to register their property(ies) before the property is rented.
- (b) The full registration fee of twenty-five dollars (\$25.00) per *rental* unit shall be due upon registration. Regardless of when the *rental* property is initially registered, registration shall expire on September 30 of each year. Registration renewal, as set forth in section 7-204 herein below, shall be due on October 1 of each year. Prior to October 1 of each year, the department of development services shall mail an invoice for registration renewal to the owner at the address given on the annual registration application.
- (c) If the annual registration is not paid within six (6) months after October 1, a citation will be issued requiring mandatory court appearance requesting revocation of the certificate of occupancy for each unit and payment of all due *rental* fees.
- (d) [For] new *rental* properties that are established after October 1, fees will be prorated for the actual months of *rental* use.
- (e) If the department of development services determines that property has been rented without having been registered, a penalty of three hundred fifty dollars (\$350.00) will be assessed and the fee of twenty-five dollars (\$25.00) per *rental* unit.

(Ord. of 11-1-11(2), § 1; Ord. of 1-22-2013, § 2)

Sec. 7-204. - Annual registration application.

- (a) *Annual registration.* Application for an annual *rental* housing registration shall be filed with and issued by the department of development services. The application shall be in writing, signed by the property owner, agent or designee and shall include the following:
 - (1) The name and address of the applicant;
 - (2) Proof of ownership must be provided if the information provided differs from Lee County records;
 - (3) The location and parcel number of the property on which the *rental* housing unit is located;
 - (4) For new construction, a complete site plan of the complex showing it is in conformity with the requirements included within this *rental* housing code;
 - (5)

For new construction, plans and specifications of all buildings, improvements and facilities to be constructed within the *rental*/housing complex or on the same property as the *rental*/housing unit.

- (6) Such other information as may be requested by the department of development services to enable it to determine if the proposed *rental* housing unit or complex will comply with all codes and ordinances adopted by the City of Tupelo.
- (b) *Inspection required.* Before any registration is issued by the department of development services the applicant must authorize the administrator or designee to inspect the *rental* housing unit or complex for which an application for registration has been made. The administrator or designee may inspect only a portion of the *rental* units within a *rental* housing complex if the administrator or designee determines an inspection of the entire complex is not needed. Every landlord who retains all utilities in his/her name is required to have all *rental* units inspected every six months and with each tenant change. All utilities must be turned on at the time of the inspection in order to inspect all systems, appliances and equipment.
- (c) *Registration renewal.* Upon application in writing for renewal of a registration issued under this chapter and upon payment of the annual registration fee, the department of development services shall issue a certificate renewing such registration for another year. the department of development services may, in its discretion, inspect the *rental* housing unit or complex for which application is being made before a renewal of the registration is issued.
- (d) *Registration transfer.* Upon application in writing for transfer of a registration accompanied by an application with the transferee's information and payment of the transfer fee, the department of development services shall issue a transfer if the application is found to be in compliance with this chapter. A fee of twenty-five dollars (\$25.00) will be charged for transfer of any property or properties.
- (e) *Certificate of occupancy requirements.* In accordance with development code section 5.12, a certificate of occupancy shall be required as a condition of providing new utility service to any *rental* property or as a condition of transferring service to a new owner, new renter or billing name. A certificate of occupancy is required prior to any tenant taking possession of a *rental* unit.

(Ord. of 11-1-11(2), § 1)

Sec. 7-205. - Registration revocation.

The department of development services may revoke any registration to maintain and operate a *rental* housing unit or complex when the owner or agent has failed to comply with any provision of this ordinance. After such failure to comply the registration may be reissued if the circumstances leading to the failure to comply have been remedied and the *rental* housing unit or complex is being maintained and operated in full compliance with the law.

(Ord. of 11-1-11(2), § 1)

Sec. 7-206. - Definitions.

For purposes of this article, the following words, terms and phrases shall have the meaning respectively ascribed to them as follows, unless the context clearly indicates otherwise:

Accessory use areas are areas and buildings around a *rental*/dwelling which provide space for amenities and facilities, including but not limited to pay phones, picnic areas, recreation areas, laundry rooms, recreation rooms, refuse collection facilities, and accessory storage buildings.

Agent is a person authorized by the owner of a *rental* housing unit to make or order repairs or service to the unit and authorized to receive notices on behalf of the owner.

Approved means in conformance with the appropriate codes and approved by the administrator or his designee.

Architectural pool means a constructed or excavated exterior area designed to contain a regular supply of water other than a swimming pool or a spa.

Boarding house a building other than a hotel or motel where, for compensation and by prearrangement for definite periods, meals and/or lodging are provided for two (2) or more persons (other than legally related family members) on a weekly or monthly basis.

Building official the city official designated by the mayor and council to administer and enforce this ordinance, and such representatives as may be appointed by such city official.

Certificate of occupancy a certificate issued pursuant to this article by the building official to ensure that a dwelling unit is in compliance with the provisions of this article.

Change of occupancy when a *rental* unit vacated and is occupied by a new tenant.

City the City of Tupelo, Mississippi.

Condominium an estate in real property consisting of an undivided interest in common of a portion of real property, together with a separate interest in space in a residential building on such real property.

Cooperative a multiple-household owned and maintained by the residents. The entire structure and real property is under common ownership, as contrasted to a condominium dwelling where individual units are under separate individual occupant ownership.

Deterioration means a lowering in quality of the condition or appearance of a building, structure or premises characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or any other evidence of physical decay, neglect, damage or lack of maintenance.

Dwelling means an enclosed occupied or unoccupied space designed as or being used as permanent living facilities, including single family and multifamily dwellings and accessory use areas.

Exterior opening means an open or closed window, door or passage between interior and exterior spaces.

Failure to comply means a failure, refusal, or neglect to obey an official order or comply with any adopted ordinance of the City of Tupelo.

Gang boxes means a group of postal service mail boxes clustered together serving a residential area.

Glazed means fitted with glass.

Habitable room means a room or enclosed floor space within a *rental* housing unit used, intended to be used or designed to be used for living, sleeping, eating or cooking and excludes bathrooms, laundry rooms, halls, closets and storage places.

Impervious means incapable of being penetrated or affected by water or moisture.

IPMC is the International Property Maintenance Code adopted by the City of Tupelo.

Infestation is the presence or apparent presence of insects, rodents, vermin or noxious pests of a kind or in a quantity that endangers health within or around a dwelling or may cause structural damage to the dwelling.

Inoperable vehicle or *junk vehicle* is a vehicle which is physically incapable of operation, stripped, substantially damaged, lacking of a current license plate and/or inspection sticker, discarded or unable to be safely and legally operated.

Landscaping is the combination of elements such as trees, shrubs, ground covers, vines and other organic and inorganic material for the express purpose of creating an attractive and pleasing environment.

Lessee A person or entity who receives the use and possession of leased property (e.g., real estate) from a lessor in exchange for a payment of funds. The person to whom a lease is made.

Legal entity an association, cooperation, partnership, or individual that has legal standing in the eyes of the law.

Makeshift means not in accordance with the requirements of this code, any ordinance of the city or rules or regulations adopted thereunder, accepted practices, prevailing standards, design of a licensed contractor or manufacturer's recommendation.

Manager means any person who has charge, care or control of a *rental* housing unit.

Occupant means any person living in, sleeping in or possessing a *rental* housing unit.

Owner means a person, persons or legal entity listed as the current titleholder of real property, as recorded in the official records of Lee County, Mississippi.

Parking area means any area adjacent to a *rental* housing unit which was designed for or is used for the purpose of parking vehicles. This does not include landscaped, unpaved or yard areas.

Proof of ownership a title or deed to a piece of property signed by a notary public.

Rental housing unit means that portion of a dwelling for which payment or other consideration is being made to an owner, agent or manager for the use or occupancy of that portion as an independent living facility, excluding transient occupancy such as hotels and motels. It also means each apartment or each *rental* unit within an apartment complex.

Slum-like means the unsightly condition of a building, structure or premises characterized by deterioration or other similar conditions and the visible outdoor storage of junk, garbage or rubbish, regardless of the condition of other properties in the neighborhood.

Sound condition means free from decay or defects and in good working condition.

Specific lighting means artificial illumination which was designed and installed to provide adequate lighting for a specific area.

Storage means placing or leaving personal property in a location for the purpose of preservation, seasonal or future use or disposal. No upholstered furniture may be stored on porches.

Vehicle is an automobile, truck, trailer, camper, recreational vehicle, boat or motorcycle.

(Ord. of 11-1-11(2), § 1)

Sec. 7-207. - Authority to inspect.

- (a) *Personnel.* The administrator or designee is authorized to make reasonable and necessary inspections of *rental* housing units and premises to determine compliance with this article.
- (b) *Access.* Every owner, agent, manager or tenant of a *rental* housing unit shall, upon reasonable notice, allow access to any part of such *rental* housing unit at all reasonable times for the purpose of making such inspections. If the owner, agent, manager or tenant refuses access to make an inspection, the city is authorized to obtain an inspection warrant. If complaint is made to the city of conditions in any *rental* unit which may be in violation of any applicable city code, the city is authorized to investigate such complaint without notice.
- (c) *Scope.* An inspector may expand the scope of an inspection to include other city code violations discovered during the inspection.
- (d) *Compliance.* If upon inspection, violations of interior or exterior standards exist, the owner, agent or manager will be required to correct all violations within a reasonable period of time as determined by the inspector. Failure to comply with the order of the inspector may result in the revocation of the existing certificate of occupancy. In the event the *rental* housing unit becomes unoccupied, future occupancy will be prohibited until all violations have been corrected and the unit has been re-inspected by the city and deemed to be in compliance and a new certificate of occupancy issued.

(Ord. of 11-1-11(2), § 1)

Secs. 7-208—7-214. - Reserved.

DIVISION 2. - RENTAL HOUSING STANDARDS

Sec. 7-215. - Sanitary facilities.

- (a) *General provision.* Every *rental* housing unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. Sinks used for kitchen purposes and bathtubs are not acceptable substitutes for lavatory basins.

- (b) *Flush toilet.* Every *rental* housing unit shall contain a room that is equipped with a flush toilet in sound condition and properly connected to an approved water and sewage system. Every flush toilet shall have:
 - (1) An integral water-seal trap that eliminates the passage of sewage gases into the room; and
 - (2) Smooth, impervious, easily cleanable surfaces free from cracks or breaks and makeshift repairs that leak or may cause injury to someone and shall be equipped with seats and flush tank covers constructed of smooth impervious materials free of cracks or breaks that leak or may injure a person.
 - (c) *Lavatory basins.* Every *rental* housing unit shall contain a fixed lavatory basin in sound condition and properly connected to an approved hot and cold water system and a sewage system. The basin shall be in the same room as the toilet or as near to that room as practicable. If a *rental* housing unit contains a flush toilet in more than one room, it shall also contain a fixed lavatory basin in each room with a flush toilet or as near to each room as is practicable. Lavatory basin surfaces shall be smooth, easily cleanable, impervious and free from cracks or breaks that leak or may injure a person. Sinks used for kitchen purposes and bathtubs are not acceptable substitutes for lavatory basins.
 - (d) *Bathtub or shower.* Every *rental* housing unit shall contain a room that is equipped with a bathtub or shower in sound condition and properly connected to an approved hot and cold water system and a sewage system. Every bathtub shall have a smooth, impervious and easily cleanable inner surface, with a pitch sufficient to drain properly, free from makeshift repairs and free from cracks or breaks that leak or may injure to a person. Every shower compartment or cabinet shall have a base with a leak-proof receptor that is made of impervious materials with a pitch sufficient to drain properly. The interior walls shall be made of a smooth, impervious, easily cleanable material free from cracks or breaks that leak or may injure a person. Built-in bathtubs with overhead showers shall have waterproof joints between the tub and the adjacent walls and the walls shall be made of impervious material free from cracks or breaks that leak or may injure a person.
 - (e) *Hot water service.* Every *rental* housing unit shall have hot water service properly installed and maintained in sound condition capable of furnishing reasonable amounts of hot water with a minimum temperature of one hundred ten degrees (110°). Water heating units shall be equipped with a temperature and pressure relief valve and a discharge line in accordance with the Tupelo Plumbing Code, Chapter 7 as referenced in section 7.96 of the Code of Ordinances of the City of Tupelo.
 - (f) *Water-seal traps.* Bathroom plumbing fixtures, except those having integral traps, shall be separately trapped by a water-seal trap that will eliminate the passage of sewage gases into the room. The water-seal trap shall be located as near the outlet as possible.
 - (g) *Flow of water.* Bathroom plumbing fixtures shall have a reasonable flow of water and the minimum flow of hot or cold water issuing from a faucet or fixture shall be not less than one (1) gallon per minute.
- (Ord. of 11-1-11(2), § 1)

Sec. 7-216. - Food preparation facilities.

- (a) *General provision.* Every *rental* housing unit shall have a kitchen or kitchen area with suitable space and equipment to store, prepare and serve food in a sanitary manner. Adequate facilities for the disposal of food waste and refuse shall also be provided.
- (b) *Kitchen sink.* Every kitchen or kitchen area shall contain a fixed kitchen sink in sound condition, functioning properly and properly connected to an approved hot and cold water system and a sewage system. Each kitchen sink shall be of seamless construction and impervious to water and grease. The interior surfaces shall be smooth with rounded internal angles and corners, easily cleanable and free from cracks or breaks that leak or may injure a person. Lavatory basins and bathtubs are not acceptable substitutes for required kitchen sinks.
- (c) *Water-seal traps.* Kitchen plumbing fixtures shall be separately trapped by a water-seal trap that will eliminate the passage of sewage gases into the kitchen. The water-seal traps shall be located as near the outlet as possible.
- (d) *Flow of water.* Kitchen plumbing facilities shall have a reasonable flow of water and the minimum flow of hot or cold water issuing from a faucet or fixture shall be not less than one gallon per minute.
- (e) *Oven and range or stove.* Every kitchen or kitchen area shall be equipped with a cooking oven and range or a stove properly connected and in sound condition. If the oven and range or stove is provided by the tenant per the *rental* agreement, the owner, agent or manager is exempt from the provisions of this section.
- (f) *Refrigerator.* Every kitchen or kitchen area shall be equipped with a refrigerator properly connected and in sound condition. Refrigerators shall be capable of maintaining a temperature between forty degrees (40°) and forty-five degrees (45°) Fahrenheit. Refrigerators shall have some capacity for storing frozen food. If the refrigerator is provided by the tenant per the *rental* agreement, the owner, agent or manager is exempt from the provisions of this section.

- (g) *Sanitary surfaces; preparation and storage areas.* Countertops, food preparation surfaces, food storage pantries and cupboards shall be easily cleanable and free from holes, breaks or cracks that can leak, or may injure a person or may permit the harborage of insects and dampness that may promote the growth of bacteria.
- (h) *Storage of garbage.* No owner, agent or manager of any *rental* housing unit shall permit upon his premises the exterior accumulation of any garbage or refuse, except in covered portable containers of rust-resistant metal, rubber, plastic or similar material.
- (i) *Removal of garbage.* The owner, agent or manager of a *rental* housing unit shall provide for the removal of garbage and refuse by a properly licensed and authorized refuse hauler sufficient to maintain a clean and sanitary condition on the premises or shall require the tenant, lessee or occupant to provide such service from a properly licensed and authorized refuse hauler.

(Ord. of 11-1-11(2), § 1)

Sec. 7-217. - Electrical service and lighting.

- (a) *General provision.* Every *rental* housing unit shall have electrical service and lighting properly installed and maintained in sound condition adequate to support the health and safety of occupants, permit the safe use of electrical appliances and permit normal indoor activities.
- (b) *Habitable rooms; outlets and lights.* Every habitable room shall contain at least two (2) electrical convenience outlets and either a permanently installed light fixture controlled by a wall switch or an additional electrical convenience outlet controlled by a wall switch. Ceiling or sidewall light fixtures controlled by a wall switch shall be required in all kitchens or kitchen areas. In addition to the above minimum requirements, every owner, agent and manager shall provide sufficient electrical outlets to service the appliances and fixtures furnished by the owner, agent or manager and located within the room.
- (c) *Other rooms; outlets and lights.* Every laundry room, bathroom and toilet compartment shall contain at least one permanently installed ceiling or sidewall light fixture controlled by a wall switch. In addition to the above minimum requirements, every owner, agent and manager shall provide sufficient electrical convenience outlets to service the appliances and fixtures furnished by the owner, agent or manager and located within the room. Every bathroom shall have a least one (1) permanently installed GFCI electrical convenience outlet.
- (d) *Ground-fault circuit-interrupters.* All electrical convenience outlets installed in bathrooms and within six (6) feet of a water source, which includes a lavatory or kitchen sink shall have ground-fault circuit-interrupter protection, provided it can be installed without additional wiring to the main electrical service panel. As used in this section, a bathroom is an area with a tub or shower, with or without a lavatory.
- (e) *Stairway and hall lights; except public.* Every stairway and hall, except public or common stairways and halls, shall contain at least one ceiling or sidewall light fixture controlled by a wall switch except where light is available from a permanent source or an adjacent space. The switch or switches shall be located so as not to have to traverse darkened areas to access them.
- (f) *Stairway and hall lights; public.* Every public or common stairway, hallway, corridor or breezeway in or leading into multifamily dwellings shall be lighted, by natural or artificial means, at all times.
- (g) *Exterior entrances; multifamily.* Every building serving four (4) or more *rental* housing units shall have the main building entrances lighted with specific lighting during nighttime hours. The entrances into individual *rental* housing units shall also be provided with specific lighting which shall be controlled either automatically or manually by a switch controlled by the tenant.
- (h) *Exterior areas; multifamily.* Every common area, accessory use area, aisle, passageway, pedestrian walkway and sidewalk of buildings serving four (4) or more *rental* housing units shall be lighted with specific lighting during nighttime hours.
- (i) *Parking lots; multifamily.* Common parking lots and covered and uncovered parking areas serving four (4) or more *rental* housing units shall be lighted with specific lighting during nighttime hours.
- (j) *Mailboxes; multifamily.* Postal service "gang boxes" in buildings serving four (4) or more *rental* housing units shall be lighted with specific lighting during nighttime hours.
- (k) *Installation and maintenance.* Every outlet, switch and fixture shall be properly installed and maintained in sound condition. No owner, agent or manager shall provide, install or allow to be installed or used any frayed and exposed wiring; wiring unprotected by proper covering; fixtures in disrepair; tacked extension cording; or makeshift wiring, outlets or fixture repairs or which may injure a person.

(Ord. of 11-1-11(2), § 1)

Sec. 7-218. - Thermal environment.

- (a) *General provision.* Every *rental* housing unit shall contain safe heating equipment and system which are properly installed and maintained in sound condition and capable of providing adequate heating and cooling, appropriate for the climate, to assure a comfortable and healthy living environment.
 - (b) *Heating requirements.* Every *rental* housing unit shall have heating, under the tenant's control, capable of safely heating all habitable rooms, bathrooms and flush toilet rooms located therein to a temperature of at least seventy degrees (70°) Fahrenheit at a distance three (3) feet above floor level in the center of the room. Required heating shall be provided by permanently installed heating facilities.
 - (c) *Unvented combustion heaters; prohibited.* No owner, agent or manager shall provide, install or allow to be installed or used any unvented portable space heaters burning solid, liquid or gaseous fuels.
 - (d) *Cooking appliances as heaters; prohibited.* No owner, agent or manager shall allow the use of any ovens, stoves or ranges, or other cooking appliances for the purpose of heating any portion of a dwelling.
- (Ord. of 11-1-11(2), § 1)

Sec. 7-219. - Doors; windows; ventilation.

- (a) *General provision.* Every *rental* housing unit shall have doors and windows which provide adequate natural light and ventilation to permit normal indoor activities and support the health and safety of the occupants while providing protection from the elements and privacy for the occupants.
- (b) *Habitable rooms; natural light.* Every habitable room within a *rental* housing unit shall have at least one exterior glazed opening, facing directly to the outside, to provide natural light. The total glazed area for each habitable room shall be not less than ten (10) square feet. Kitchens and kitchen areas shall not be required to meet the glazed exterior opening requirement.
- (c) *Habitable rooms; ventilation.* Every habitable room within a *rental* housing unit shall have at least one openable exterior opening, vented directly to the outside air, to provide natural ventilation. The total area of openable venting for each habitable room shall be not less than five (5) square feet. Habitable rooms, except those used for sleeping, shall not be required to meet the openable exterior opening requirement if mechanical ventilation is provided. Kitchens and kitchen areas shall not be required to meet the openable exterior opening requirement if mechanical ventilation is provided.
- (d) *Other rooms; ventilation.* Every bathroom, flush toilet room and laundry room shall have at least one openable exterior opening, vented directly to the outside air, to provide natural ventilation. The total area of openable venting shall be not less than one and one-half (1½) square feet. Bathrooms, flush toilet rooms and laundry rooms shall not be required to meet the openable exterior opening requirement if mechanical ventilation is provided.
- (e) *Screened openings.* Any *rental* housing unit which is cooled by mechanical cooling or other similar venting, shall have at least one openable exterior opening which is screened. All required screens shall be free from tears, holes or imperfections of the frame that may admit insects and other vermin detrimental to the health of the occupants. Any screens which are provided by the owner, agent or manager shall be maintained in sound condition and in good working order.
- (f) *Glazing.* Glazed areas shall be soundly glazed and free from missing, loose, cracked or broken glass that may injure a person, allows the elements or vermin to enter the structure, allows air escape or infiltration, or otherwise diminishes the thermal efficiency of the structure.
- (g) *Windows.* Windows shall be maintained in sound condition. Exterior windows shall fit the window openings and shall be properly sealed or weather-stripped in a manner that prevents the entrance of the elements or vermin or excessive air escape or infiltration. The fit of exterior windows shall not otherwise diminish the thermal efficiency of the structure.
- (h) *Exterior doors.* Exterior doors leading into *rental* housing units shall fit the door openings and shall also be weather-stripped in a manner that prevents the entrance of the elements or vermin or excessive air escape or infiltration. The fit of exterior doors shall not otherwise diminish the thermal efficiency of the structure. Exterior doors, door hardware and door frames shall be maintained in sound condition and capable of the use intended by their design. Any hollow core or solid core doors leading into *rental* housing units which are replaced after the effective date of this code, shall be replaced with solid core or metal wrapped doors that have a sound transmission rating at least equal to the rating of the door being replaced.
- (i) *Interior doors.* Interior doors, door hardware and door frames shall be maintained in sound condition free from holes, breaks or cracks and capable of the use intended by their design. They shall also be capable of affording privacy to the occupants.

(Ord. of 11-1-11(2), § 1)

Sec. 7-220. - Space and occupancy .

- (a) *General provision.* Every *rental* housing unit shall have sufficient access and space to allow for adequate living and sleeping conditions while providing for the occupant's health, safety, privacy and general welfare.
- (b) *Floor area; rental housing unit.* Every *rental* housing unit shall have at least two hundred twenty (220) square feet of total room area and shall contain at least one common room having not less than one hundred twenty (120) square feet.
- (c) *Floor area; habitable room.* Every habitable room, except a kitchen, shall have not less than seventy (70) square feet of habitable room area and shall not be less than seven (7) feet in any dimension.
- (d) *Occupancy load; sleeping room.* Every *rental* housing unit shall contain at least one bedroom or living/sleeping room of appropriate size for each two (2) persons. Every room occupied for sleeping purposes by one person shall contain at least seventy (70) square feet of habitable room area and every room occupied for sleeping purposes by two (2) people shall contain at least fifty (50) square feet of habitable room area for each person.
- (e) *Occupancy Load; Rental Housing Unit.* Every *rental* housing unit shall provide at least two hundred twenty (220) square feet of floor area for the first two (2) occupants and one hundred (100) square feet of floor area for each additional occupant. The floor area is to be calculated on the basis of total dwelling unit area.
- (f) *Bedroom access.* In any *rental* housing unit that has more than one bedroom, access to any bedroom shall not be through another bedroom or a bathroom.
- (g) *Bathroom access.* In any *rental* housing unit, the occupants of each bedroom must have access to a bathroom without going through another bedroom.
- (h) *Interior access.* In any *rental* housing unit, access to bedrooms and bathrooms shall be from within the unit. (Ord. of 11-1-11(2), § 1)

Sec. 7-221. - Safety and security .

- (a) *General provision.* Every *rental* housing unit shall have security devices which restrict unlawful entry, smoke detectors to provide fire safety and shall be maintained free from hazards to the health, safety or welfare of the occupants.
- (b) *Stairway; tripping hazard.* Every inside and outside stairway shall be maintained in sound condition and free from any broken, rotted or missing steps or tripping hazards.
- (c) *Stairway; handrail.* Every inside and outside stairway which contains three (3) or more risers shall be provided with a handrail in sound condition securely fastened to a wall or balusters.
- (d) *Stairway; guardrail and enclosures.* Every stairway which exceeds thirty (30) inches in height shall be protected by a guardrail and enclosure material in sound condition. The openings in the enclosure material shall be of a size to prohibit a spherical object four (4) inches in diameter from passing through or under.
- (e) *Balcony and porch; guardrail and enclosures.* Every balcony or porch higher than thirty (30) inches above the ground shall be protected by a guardrail and enclosure material in sound condition. The openings in the enclosure material shall be of a size to prohibit a spherical object four (4) inches in diameter from passing through or under.
- (f) *Locking devices; exterior doors.* Exterior doors leading into *rental* housing units or tenant storage rooms, which are reasonably accessible, shall have a locking device properly installed and in sound condition capable of the use intended by its design. Specific requirements are as follows:
 - (1) Swinging exterior doors leading into *rental* housing units shall have thumb turn dead bolt locks with a minimum one inch throw; and
 - (2) Sliding doors shall be provided with a locking device or devices which prevent lifting or sliding of the locked door from the exterior of the unit.
- (g) *Door viewers.* Every principal entrance door shall be equipped with at least a one hundred sixty degree (160°) eyeviewer. Principal entrance doors which contain a window or have an adjacent window which allows a view of the area directly in front of the door, shall not require an eyeviewer.
- (h) *Locking devices; windows.* Every openable window reasonably accessible from the outside shall have a locking device or devices properly installed and in sound condition capable of the use intended by its design. Such devices shall prevent opening, lifting or sliding of the locked window from the exterior of the unit.
- (i) *Smoke detectors.* Smoke detectors shall be installed in all existing *rental* housing units. The installation of smoke detectors shall at least meet the requirements specified in Chapter 7 of the International Code Council Property Maintenance Code (IPMC). The owner shall be responsible for the installation, replacing the battery annually (if battery operated) and maintaining appropriate records of required smoke detectors. Upon termination of a tenancy in any *rental* housing unit, the owner, owner's agent or manager shall insure that any required smoke detectors are operational prior to re-occupancy of the unit.

Sec. 7-222. - Maintenance.

- (a) *General provision.* Every *rental* housing unit interior and exterior shall be maintained in a condition which provides the occupants with protection from the elements, a safe and healthy living environment and housing free from deterioration or slum-like conditions.
- (b) *Interior; holes, cracks or breaks.* Every floor, interior wall and ceiling, cabinet and all appurtenances thereto shall be kept in sound condition and free of holes, cracks or breaks that may injure a person, admit or harbor insects or rodents, admit dampness or restrict privacy. Every hole cut in floors, walls or ceilings for the passage of plumbing fixtures or pipes shall be sealed to prevent the passage of insects, rodents or vermin.
- (c) *Interior; paint and plaster.* Every floor, interior wall and ceiling, cabinet and all appurtenances thereto shall be kept free of any loose, cracked, scaling, chipping or peeling paint or plaster. All interior painted surfaces shall be painted with paint which is lead free.
- (d) *Floor coverings; tripping hazards.* Floor coverings that are torn or loose and located on a stairway or within three (3) feet of a stairway shall be removed or repaired to prevent tripping. Tears in excess of six (6) inches and tears or projections rising one-quarter ($\frac{1}{4}$) inch or more above the floor surface in any location present a tripping hazard and shall be repaired.
- (e) *Floor coverings; deteriorated, unsafe, unsanitary.* Floor coverings such as carpeting, tile, linoleum and similar materials shall be repaired or replaced when the floor covering is severely deteriorated or when the condition of the floor covering creates an unsafe or unsanitary environment.
- (f) *Exterior; weather tight, watertight and vermin proof.* Every foundation, roof and exterior wall shall be reasonably weather tight, watertight and vermin proof and shall be kept in sound condition.
- (g) *Exterior; deteriorated or slum-like.* All exposed exterior surfaces shall be maintained so as to be impervious to moisture and weather elements and every *rental* housing unit shall be free of broken, rotted, split or buckled exterior wall coverings or roof coverings. All exposed exterior surfaces shall not otherwise present a deteriorated or slum-like appearance and will meet the specific requirements which follow:
 - (1) All exterior wood surfaces shall be protected from the elements and from deterioration by paint or other protective treatment; except such wood surfaces composed of wood that is naturally resistant to decay;
 - (2) All exterior painted surfaces shall be painted with paint that is lead free and shall be free of loose, cracked, scaling, chipping or peeling paint in such amounts as to present a deteriorated or slum-like appearance;
 - (3) Roof coverings shall be watertight and weather tight and shall be free of broken, rotted, split, curled or missing roofing material in such amounts as to present a deteriorated or slum-like appearance. All roofing materials shall meet the requirements of all adopted codes and ordinances; and
 - (4) Replacement materials and paint used to repair or repaint exterior surfaces of a *rental* housing unit shall be visually compatible with the remainder of the materials and paint on the exterior of the unit.
- (h) *Landscaping.* Every *rental* housing unit shall have landscaping in all yard areas which are visible from a public street, alley or sidewalk or a neighboring property. Such landscaping shall be installed and maintained so as to enhance the appearance and value of the property on which it is located and shall not present a deteriorated or slum-like appearance.
- (i) *Exterior areas; tripping hazards.* Every common area, sidewalk, driveway, parking lot and parking area of *rental* housing units shall be free from holes, depressions or projections that may cause tripping or may injure a person or otherwise present a hazard, including damage to a vehicle.
- (j) *Inoperable vehicles; common parking areas.* Common parking lots and parking areas, serving more than one (1) *rental* housing unit, shall be maintained free from the storage of abandoned, wrecked, dismantled, unregistered or inoperable vehicles.
- (k) *Inoperable vehicles; other areas.* Parking areas serving only one (1) *rental* housing unit, shall be maintained free from the storage of wrecked, dismantled or inoperable vehicles. It is an affirmative defense to a violation of this subsection based on a wrecked, dismantled or inoperable vehicle, that the vehicle was titled to a resident of the property, that the vehicle was undergoing repair, and that the wrecked, dismantled or inoperable vehicle was repaired and any evidence of the repairs was removed within fourteen (14) days after the repair was begun.
- (l) *Swimming pools; maintenance.* All swimming pools, architectural pools and spas shall be properly maintained so as not to create a safety hazard, harbor insect infestation or create a deteriorated or slum-like appearance.
- (m)

Stagnant water. All premises shall be maintained so as to prevent the accumulation of stagnant water when such water causes a hazardous or unhealthy condition, becomes a breeding area for insects or causes damage to foundation walls.

- (n) *Infestation.* Every *rental* housing unit and premises shall be kept free from insect, rodent or vermin infestation. Every *rental* housing unit and premises shall be free from the presence or apparent evidence of insect or rodent infestation, other noxious pests, nesting places and any other unsightly or unsanitary accumulation which may harbor insects, rodents or other vermin.
- (o) *Maintenance of facility and equipment.* Every supplied facility, piece of equipment or utility shall be so constructed, installed and maintained so that it will function safely and effectively and remain in sound condition.
- (p) *Discontinuation of services.* No owner, agent or manager shall cause any services, facilities, equipment or utilities which are required under this code to be removed from, shut off or discontinued in any occupied *rental* housing unit except for such temporary interruption as may be necessary while actual repairs or alterations are in process.
- (q) *Responsibility for maintenance.* It shall be the responsibility of the owner, agent and manager to provide for the interior and exterior maintenance of the *rental* housing unit and premises.

(Ord. of 11-1-11(2), § 1)

Secs. 7-223—7-229. - Reserved.

DIVISION 3. -ADMINISTRATION AND ENFORCEMENT

Sec. 7-230. - Commencement of action.

- (a) The department of development services is assigned the primary responsibility of enforcing this chapter and is granted the authority expressly and impliedly needed and necessary for enforcement.
- (b) Nothing in this section shall preclude employees of the department of development services from seeking voluntary compliance with the provisions of this chapter or from enforcing this chapter, proactively or reactively, through warnings, citations, or other such devices designed to achieve compliance in the most efficient and effective manner under the circumstances.
- (c) The department of development services is authorized to recommend reasonable and necessary rules and regulations to carry out the provisions of this article which shall be approved by resolution of the city council.
- (d) Once a violation has been identified by inspection, Chapter 28Article I Comprehensive Ordinance Enforcement Code prescribes the enforcement actions to be taken by the City of Tupelo.
- (e) Re-inspection fees will be as follows:
 - 3rd inspection\$100.00
 - 4rd inspection\$200.00
 - 5th inspection\$400.00
 - 6th inspection without complianceCitation to court.

(Ord. of 11-1-11(2), § 1)

AN ORDINANCE OF THE CITY OF TUPELO, MISSISSIPPI, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TUPELO, BY AMENDING CHAPTER 7, TO ADD ARTICLE XII, RENTAL HOUSING CODE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE IMPOSITION OF CIVIL PENALTIES AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI:

SECTION 1. That the Code of Ordinances of the City of Tupelo, Mississippi be and the same is hereby amended by amending Chapter 7, to add Article XII, Rental Housing Code, to read as follows:

ARTICLE XII. RENTAL HOUSING CODE

DIVISION 1. GENERALLY

Sec. 7-200. Scope.

This code shall apply to all rental housing units located within the City of Tupelo, Mississippi, including manufactured homes, single family homes and multifamily units. The intent of this code is to establish base standards for rental housing in Tupelo so as to prevent or correct slum and blighted conditions and protect the health, safety and welfare of the community.

Sec. 7-201. Designation of Administrator.

The Director of the Development Services Department for the City of Tupelo is hereby designated as the Administrator of this article and may delegate duties of this Code to the building inspectors, code enforcement officers and other employees of the Development Services Department or other employees of the City of Tupelo.

Sec. 7-202. Registration Required.

It shall be unlawful for any person and/or entity to maintain or operate any rental housing unit or units within the City of Tupelo unless such person or entity has registered the property.

Sec. 7-203. Registration Fee.

The annual registration fee shall be twenty-five dollars (\$25.00) per dwelling unit payable upon application for registration. A late penalty fee will be assessed in the amount of \$10 per unit multiplied by the number of months the registration is past due. A penalty of \$350

will be assessed for failure to register a dwelling unit. Each person or entity who operates an office within the City of Tupelo must also obtain a Privilege License as required by the City of Tupelo for operation of a business pursuant to State Statute 27-17-9.

Sec. 7-204. Annual Registration Application.

(a) *Annual Registration.* Application for an annual rental housing registration shall be filed with and issued by the Department of Development Services. The application shall be in writing, signed by the property owner, agent or designee and shall include the following:

- (1) The name and address of the applicant;
- (2) Proof of ownership must be provided if the information provided differs from Lee County records;
- (3) The location and parcel number of the property on which the rental housing unit is located;
- (4) For new construction, a complete site plan of the complex showing it is in conformity with the requirements included within this Rental Housing Code;
- (5) For new construction, plans and specifications of all buildings, improvements and facilities to be constructed within the rental housing complex or on the same property as the rental housing unit.
- (6) Such other information as may be requested by the Department of Development Services to enable it to determine if the proposed rental housing unit or complex will comply with all codes and ordinances adopted by the City of Tupelo.

(b) *Inspection Required.* Before any registration is issued by the Department of Development Services the applicant must authorize the Administrator or designee to inspect the rental housing unit or complex for which an application for registration has been made. The Administrator or designee may inspect only a portion of the rental units within a rental housing complex if the Administrator or designee determines an inspection of the entire complex is not needed. Every landlord who retains all utilities in his/her name is required to have all rental units inspected every six months and with each tenant change. All utilities must be turned on at the time of the inspection in order to inspect all systems, appliances and equipment.

(c) *Registration Renewal.* Upon application in writing for renewal of a registration issued under this chapter and upon payment of the annual registration fee, the Department of Development Services shall issue a certificate renewing such registration for another year. The Department of Development Services may, in its discretion, inspect the rental

housing unit or complex for which application is being made before a renewal of the registration is issued.

(d) *Registration Transfer.* Upon application in writing for transfer of a registration accompanied by an application with the transferee's information and payment of the transfer fee, the Department of Development Services shall issue a transfer if the application is found to be in compliance with this chapter. A fee of \$25.00 will be charged for transfer of any property or properties.

(e) *Certificate of Occupancy Requirements.* In accordance with Development Code section 5.12, a Certificate of Occupancy shall be required as a condition of providing new utility service to any rental property or as a condition of transferring service to a new owner, new renter or billing name. A Certificate of Occupancy is required prior to any tenant taking possession of a rental unit.

Sec. 7-205. Registration Revocation.

The Department of Development Services may revoke any registration to maintain and operate a rental housing unit or complex when the owner or agent has failed to comply with any provision of this ordinance. After such failure to comply the registration may be reissued if the circumstances leading to the failure to comply have been remedied and the rental housing unit or complex is being maintained and operated in full compliance with the law.

Sec. 7-206. Definitions.

For purposes of this article, the following words, terms and phrases shall have the meaning respectively ascribed to them as follows, unless the context clearly indicates otherwise:

- (1) *Accessory Use Areas:* Are areas and buildings around a rental dwelling which provide space for amenities and facilities, including but not limited to pay phones, picnic areas, recreation areas, laundry rooms, recreation rooms, refuse collection facilities, and accessory storage buildings.
- (2) *Agent:* Is a person authorized by the owner of a rental housing unit to make or order repairs or service to the unit and authorized to receive notices on behalf of the owner.
- (3) *Approved:* Means in conformance with the appropriate codes and approved by the Administrator or his designee.
- (4) *Architectural Pool:* Means a constructed or excavated exterior area designed to contain a regular supply of water other than a swimming pool or a spa.

- (5) *Boarding House:* A building other than a Hotel or Motel where, for compensation and by prearrangement for definite periods, meals and/or lodging are provided for two (2) or more persons (other than legally related family members) on a weekly or monthly basis.
- (6) *Building Official:* The city official designated by the Mayor and Council to administer and enforce this ordinance, and such representatives as may be appointed by such City Official.
- (7) *Certificate of Occupancy:* A certificate issued pursuant to this ordinance by the Building Official to ensure that a Dwelling Unit is in compliance with the provisions of this ordinance.
- (8) *Change of Occupancy:* When a rental unit vacated and is occupied by a new tenant.
- (9) *City:* The City of Tupelo, Mississippi.
- (10) *Condominium:* An estate in real property consisting of an undivided interest in common of a portion of real property, together with a separate interest in space in a residential building on such real property.
- (11) *Cooperative:* A Multiple-Household owned and maintained by the residents. The entire structure and real property is under common ownership, as contrasted to a Condominium Dwelling where individual units are under separate individual occupant ownership.
- (12) *Deterioration:* Means a lowering in quality of the condition or appearance of a building, structure or premises characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or any other evidence of physical decay, neglect, damage or lack of maintenance.
- (13) *Dwelling:* Means an enclosed occupied or unoccupied space designed as or being used as permanent living facilities, including single family and multifamily dwellings and accessory use areas.
- (14) *Exterior Opening:* Means an open or closed window, door or passage between interior and exterior spaces.
- (15) *Failure to Comply:* Means a failure, refusal, or neglect to obey an official order or comply with any adopted ordinance of the City of Tupelo.

- (16) *Gang Boxes*: Means a group of postal service mail boxes clustered together serving a residential area.
- (17) *Glazed*: Means fitted with glass.
- (18) *Habitable Room*: Means a room or enclosed floor space within a rental housing unit used, intended to be used or designed to be used for living, sleeping, eating or cooking and excludes bathrooms, laundry rooms, halls, closets and storage places.
- (19) *IPMC*: Is the International Property Maintenance Code adopted by the City of Tupelo.
- (20) *Impervious*: Means incapable of being penetrated or affected by water or moisture.
- (21) *Infestation*: Is the presence or apparent presence of insects, rodents, vermin or noxious pests of a kind or in a quantity that endangers health within or around a dwelling or may cause structural damage to the dwelling.
- (22) *Inoperable Vehicle* or *Junk Vehicle*: Is a vehicle which is physically incapable of operation, stripped, substantially damaged, lacking of a current license plate and/or inspection sticker, discarded or unable to be safely and legally operated.
- (23) *Landscaping*: Is the combination of elements such as trees, shrubs, ground covers, vines and other organic and inorganic material for the express purpose of creating an attractive and pleasing environment.
- (24) *Lessee*: A person or entity who receives the use and possession of leased property (e.g., real estate) from a lessor in exchange for a payment of funds. The person to whom a lease is made.
- (25) *Legal Entity*: An association, cooperation, partnership, or individual that has legal standing in the eyes of the law.
- (26) *Makeshift*: Means not in accordance with the requirements of this code, any ordinance of the city or rules or regulations adopted thereunder, accepted practices, prevailing standards, design of a licensed contractor or manufacturer's recommendation.
- (27) *Manager*: Means any person who has charge, care or control of a rental housing unit.

- (28) *Occupant*: Means any person living in, sleeping in or possessing a rental housing unit.
- (29) *Owner*: Means a person, persons or legal entity listed as the current titleholder of real property, as recorded in the official records of Lee County, Mississippi.
- (30) *Parking Area*: Means any area adjacent to a rental housing unit which was designed for or is used for the purpose of parking vehicles. This does not include landscaped, unpaved or yard areas.
- (31) *Proof of Ownership*: A title or deed to a piece of property signed by a notary public.
- (32) *Rental Housing Unit*: Means that portion of a dwelling for which payment or other consideration is being made to an owner, agent or manager for the use or occupancy of that portion as an independent living facility, excluding transient occupancy such as hotels and motels. It also means each apartment or each rental unit within an apartment complex.
- (33) *Slum-Like*: Means the unsightly condition of a building, structure or premises characterized by deterioration or other similar conditions and the visible outdoor storage of junk, garbage or rubbish, regardless of the condition of other properties in the neighborhood.
- (34) *Sound Condition*: Means free from decay or defects and in good working condition.
- (35) *Specific Lighting*: Means artificial illumination which was designed and installed to provide adequate lighting for a specific area.
- (36) *Storage*: Means placing or leaving personal property in a location for the purpose of preservation, seasonal or future use or disposal. No upholstered furniture may be stored on porches.
- (37) *Vehicle*: Is an automobile, truck, trailer, camper, recreational vehicle, boat or motorcycle.

Sec. 7-207. Authority to Inspect.

(a) *Personnel*. The Administrator or designee is authorized to make reasonable and necessary inspections of rental housing units and premises to determine compliance with this article.

(b) *Access*. Every owner, agent, manager or tenant of a rental housing unit shall, upon reasonable notice, allow access to any part of such rental housing unit at all reasonable times for

the purpose of making such inspections. If the owner, agent, manager or tenant refuses access to make an inspection, the city is authorized to obtain an inspection warrant. If complaint is made to the city of conditions in any rental unit which may be in violation of any applicable city code, the city is authorized to investigate such complaint without notice

(c) *Scope.* An inspector may expand the scope of an inspection to include other city code violations discovered during the inspection.

(d) *Compliance.* If upon inspection, violations of interior or exterior standards exist, the owner, agent or manager will be required to correct all violations within a reasonable period of time as determined by the inspector. Failure to comply with the order of the Inspector may result in the revocation of the existing Certificate of Occupancy. In the event the rental housing unit becomes unoccupied, future occupancy will be prohibited until all violations have been corrected and the unit has been re-inspected by the city and deemed to be in compliance and a new Certificate of Occupancy issued.

DIVISION 2. RENTAL HOUSING STANDARDS

Sec. 7-215. Sanitary Facilities.

- (a) *General Provision.* Every rental housing unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The Lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. Sinks used for kitchen purposes and bathtubs are not acceptable substitutes for lavatory basins.
- (b) *Flush Toilet.* Every rental housing unit shall contain a room that is equipped with a flush toilet in sound condition and properly connected to an approved water and sewage system. Every flush toilet shall have:
 - (1) An integral water-seal trap that eliminates the passage of sewage gases into the room; and
 - (2) Smooth, impervious, easily cleanable surfaces free from cracks or breaks and makeshift repairs that leak or may cause injury to someone and shall be equipped with seats and flush tank covers constructed of smooth impervious materials free of cracks or breaks that leak or may injure a person.
- (c) *Lavatory Basins.* Every rental housing unit shall contain a fixed lavatory basin in sound condition and properly connected to an approved hot and cold water system and a sewage system. The basin shall be in the same room as the toilet or as near to that room as practicable. If a rental housing unit contains a flush toilet in more than one room, it shall also contain a fixed lavatory basin in each room with a flush toilet or as near to each room as is practicable. Lavatory basin surfaces shall be smooth, easily

cleanable, impervious and free from cracks or breaks that leak or may injure a person. Sinks used for kitchen purposes and bathtubs are not acceptable substitutes for lavatory basins.

(d) *Bathtub or Shower.* Every rental housing unit shall contain a room that is equipped with a bathtub or shower in sound condition and properly connected to an approved hot and cold water system and a sewage system. Every bathtub shall have a smooth, impervious and easily cleanable inner surface, with a pitch sufficient to drain properly, free from makeshift repairs and free from cracks or breaks that leak or may injure to a person. Every shower compartment or cabinet shall have a base with a leak-proof receptor that is made of impervious materials with a pitch sufficient to drain properly. The interior walls shall be made of a smooth, impervious, easily cleanable material free from cracks or breaks that leak or may injure a person. Built-in bathtubs with overhead showers shall have waterproof joints between the tub and the adjacent walls and the walls shall be made of impervious material free from cracks or breaks that leak or may injure a person.

(e) *Hot Water Service.* Every rental housing unit shall have hot water service properly installed and maintained in sound condition capable of furnishing reasonable amounts of hot water with a minimum temperature of one hundred ten degrees (110°). Water heating units shall be equipped with a temperature and pressure relief valve and a discharge line in accordance with the Tupelo Plumbing Code, Chapter 7 as referenced in Section 7.96 of the Code of Ordinances of the City of Tupelo.

(f) *Water-Seal Traps.* Bathroom plumbing fixtures, except those having integral traps, shall be separately trapped by a water-seal trap that will eliminate the passage of sewage gases into the room. The water-seal trap shall be located as near the outlet as possible.

(g) *Flow of Water.* Bathroom plumbing fixtures shall have a reasonable flow of water and the minimum flow of hot or cold water issuing from a faucet or fixture shall be not less than one gallon per minute.

Sec. 7-216. Food Preparation Facilities.

(a) *General Provision.* Every rental housing unit shall have a kitchen or kitchen area with suitable space and equipment to store, prepare and serve food in a sanitary manner. Adequate facilities for the disposal of food waste and refuse shall also be provided.

(b) *Kitchen Sink.* Every kitchen or kitchen area shall contain a fixed kitchen sink in sound condition, functioning properly and properly connected to an approved hot and cold water system and a sewage system. Each kitchen sink shall be of seamless construction and impervious to water and grease. The interior surfaces shall be smooth with rounded internal angles and corners, easily cleanable and free from cracks or breaks that leak or may injure a person. Lavatory basins and bathtubs are not acceptable substitutes for required kitchen sinks.

(c) *Water-Seal Traps.* Kitchen plumbing fixtures shall be separately trapped by a water-seal trap that will eliminate the passage of sewage gases into the kitchen. The water-seal traps shall be located as near the outlet as possible.

(d) *Flow of Water.* Kitchen plumbing facilities shall have a reasonable flow of water and the minimum flow of hot or cold water issuing from a faucet or fixture shall be not less than one gallon per minute.

(e) *Oven and Range or Stove.* Every kitchen or kitchen area shall be equipped with a cooking oven and range or a stove properly connected and in sound condition. If the oven and range or stove is provided by the tenant per the rental agreement, the owner, agent or manager is exempt from the provisions of this section.

(f) *Refrigerator.* Every kitchen or kitchen area shall be equipped with a refrigerator properly connected and in sound condition. Refrigerators shall be capable of maintaining a temperature between forty degrees (40°) and forty-five degrees (45°) Fahrenheit. Refrigerators shall have some capacity for storing frozen food. If the refrigerator is provided by the tenant per the rental agreement, the owner, agent or manager is exempt from the provisions of this section.

(g) *Sanitary Surfaces; Preparation and Storage Areas.* Countertops, food preparation surfaces, food storage pantries and cupboards shall be easily cleanable and free from holes, breaks or cracks that can leak, or may injure a person or may permit the harborage of insects and dampness that may promote the growth of bacteria.

(h) *Storage of Garbage.* No owner, agent or manager of any rental housing unit shall permit upon his premises the exterior accumulation of any garbage or refuse, except in covered portable containers of rust-resistant metal, rubber, plastic or similar material.

(i) *Removal of Garbage.* The owner, agent or manager of a rental housing unit shall provide for the removal of garbage and refuse by a properly licensed and authorized refuse hauler sufficient to maintain a clean and sanitary condition on the premises or shall require the tenant, lessee or occupant to provide such service from a properly licensed and authorized refuse hauler.

Sec. 7-217. Electrical Service and Lighting.

(a) *General Provision.* Every rental housing unit shall have electrical service and lighting properly installed and maintained in sound condition adequate to support the health and safety of occupants, permit the safe use of electrical appliances and permit normal indoor activities.

(b) *Habitable Rooms; Outlets and Lights.* Every habitable room shall contain at least two (2) electrical convenience outlets and either a permanently installed light fixture controlled by a wall switch or an additional electrical convenience outlet controlled by a wall switch. Ceiling or sidewall light fixtures controlled by a wall switch shall be required in all kitchens or kitchen areas. In addition to the above minimum requirements, every owner, agent and manager shall

provide sufficient electrical outlets to service the appliances and fixtures furnished by the owner, agent or manager and located within the room.

(c) *Other Rooms; Outlets and Lights.* Every laundry room, bathroom and toilet compartment shall contain at least one permanently installed ceiling or sidewall light fixture controlled by a wall switch. In addition to the above minimum requirements, every owner, agent and manager shall provide sufficient electrical convenience outlets to service the appliances and fixtures furnished by the owner, agent or manager and located within the room. Every bathroom shall have a least one (1) permanently installed GFCI electrical convenience outlet.

(d) *Ground-fault Circuit-interrupters.* All electrical convenience outlets installed in bathrooms and within six (6) feet of a water source, which includes a lavatory or kitchen sink shall have ground-fault circuit-interrupter protection, provided it can be installed without additional wiring to the main electrical service panel. As used in this section, a bathroom is an area with a tub or shower, with or without a lavatory.

(e) *Stairway and Hall Lights; Except Public.* Every stairway and hall, except public or common stairways and halls, shall contain at least one ceiling or sidewall light fixture controlled by a wall switch except where light is available from a permanent source or an adjacent space. The switch or switches shall be located so as not to have to traverse darkened areas to access them.

(f) *Stairway and Hall Lights; Public.* Every public or common stairway, hallway, corridor or breezeway in or leading into multifamily dwellings shall be lighted, by natural or artificial means, at all times.

(g) *Exterior Entrances; Multifamily.* Every building serving four (4) or more rental housing units shall have the main building entrances lighted with specific lighting during nighttime hours. The entrances into individual rental housing units shall also be provided with specific lighting which shall be controlled either automatically or manually by a switch controlled by the tenant.

(h) *Exterior Areas; Multifamily.* Every common area, accessory use area, aisle, passageway, pedestrian walkway and sidewalk of buildings serving four (4) or more rental housing units shall be lighted with specific lighting during nighttime hours.

(i) *Parking Lots; Multifamily.* Common parking lots and covered and uncovered parking areas serving four (4) or more rental housing units shall be lighted with specific lighting during nighttime hours.

(j) *Mailboxes; Multifamily.* Postal service "gang boxes" in buildings serving four (4) or more rental housing units shall be lighted with specific lighting during nighttime hours.

(k) *Installation and Maintenance.* Every outlet, switch and fixture shall be properly installed and maintained in sound condition. No owner, agent or manager shall provide, install or allow to be installed or used any frayed and exposed wiring; wiring unprotected by proper

covering; fixtures in disrepair; tacked extension cording; or makeshift wiring, outlets or fixture repairs or which may injure a person.

Sec. 7-218. Thermal Environment.

(a) *General Provision.* Every rental housing unit shall contain safe heating equipment and system which are properly installed and maintained in sound condition and capable of providing adequate heating and cooling, appropriate for the climate, to assure a comfortable and healthy living environment.

(b) *Heating Requirements.* Every rental housing unit shall have heating, under the tenant's control, capable of safely heating all habitable rooms, bathrooms and flush toilet rooms located therein to a temperature of at least seventy degrees (70°) Fahrenheit at a distance three (3) feet above floor level in the center of the room. Required heating shall be provided by permanently installed heating facilities.

(c) *Unvented Combustion Heaters; Prohibited.* No owner, agent or manager shall provide, install or allow to be installed or used any unvented portable space heaters burning solid, liquid or gaseous fuels.

(d) *Cooking Appliances as Heaters; Prohibited.* No owner, agent or manager shall allow the use of any ovens, stoves or ranges, or other cooking appliances for the purpose of heating any portion of a dwelling.

Sec. 7-219. Doors; Windows; Ventilation.

(a) *General Provision.* Every rental housing unit shall have doors and windows which provide adequate natural light and ventilation to permit normal indoor and activities and support the health and safety of the occupants while providing protection from the elements and privacy for the occupants.

(b) *Habitable Rooms; Natural Light.* Every habitable room within a rental housing unit shall have at least one exterior glazed opening, facing directly to the outside, to provide natural light. The total glazed area for each habitable room shall be not less than ten (10) square feet. Kitchens and kitchen areas shall not be required to meet the glazed exterior opening requirement.

(c) *Habitable Rooms; Ventilation.* Every habitable room within a rental housing unit shall have at least one openable exterior opening, vented directly to the outside air, to provide natural ventilation. The total area of openable venting for each habitable room shall be not less than five (5) square feet. Habitable rooms, except those used for sleeping, shall not be required to meet the openable exterior opening requirement if mechanical ventilation is provided. Kitchens and kitchen areas shall not be required to meet the openable exterior opening requirement if mechanical ventilation is provided.

(d) *Other Rooms; Ventilation.* Every bathroom, flush toilet room and laundry room shall have at least one openable exterior opening, vented directly to the outside air, to provide natural

ventilation. The total area of openable venting shall be not less than one and one-half (1½) square feet. Bathrooms, flush toilet rooms and laundry rooms shall not be required to meet the openable exterior opening requirement if mechanical ventilation is provided.

(e) *Screened Openings.* Any rental housing unit which is cooled by mechanical cooling or other similar venting, shall have at least one openable exterior opening which is screened. All required screens shall be free from tears, holes or imperfections of the frame that may admit insects and other vermin detrimental to the health of the occupants. Any screens which are provided by the owner, agent or manager shall be maintained in sound condition and in good working order.

(f) *Glazing.* Glazed areas shall be soundly glazed and free from missing, loose, cracked or broken glass that may injure a person, allows the elements or vermin to enter the structure, allows air escape or infiltration, or otherwise diminishes the thermal efficiency of the structure.

(g) *Windows.* Windows shall be maintained in sound condition. Exterior windows shall fit the window openings and shall be properly sealed or weather-stripped in a manner that prevents the entrance of the elements or vermin or excessive air escape or infiltration. The fit of exterior windows shall not otherwise diminish the thermal efficiency of the structure.

(h) *Exterior Doors.* Exterior doors leading into rental housing units shall fit the door openings and shall also be weather-stripped in a manner that prevents the entrance of the elements or vermin or excessive air escape or infiltration. The fit of exterior doors shall not otherwise diminish the thermal efficiency of the structure. Exterior doors, door hardware and door frames shall be maintained in sound condition and capable of the use intended by their design. Any hollow core or solid core doors leading into rental housing units which are replaced after the effective date of this code, shall be replaced with solid core or metal wrapped doors that have a sound transmission rating at least equal to the rating of the door being replaced.

(i) *Interior Doors.* Interior doors, door hardware and door frames shall be maintained in sound condition free from holes, breaks or cracks and capable of the use intended by their design. They shall also be capable of affording privacy to the occupants.

Sec. 7-220. Space and Occupancy.

(a) *General Provision.* Every rental housing unit shall have sufficient access and space to allow for adequate living and sleeping conditions while providing for the occupant's health, safety, privacy and general welfare.

(b) *Floor Area; Rental Housing Unit.* Every rental housing unit shall have at least two hundred twenty (220) square feet of total room area and shall contain at least one common room having not less than one hundred twenty (120) square feet.

(c) *Floor Area; Habitable Room.* Every habitable room, except a kitchen, shall have not less than seventy (70) square feet of habitable room area and shall not be less than seven (7) feet in any dimension.

(d) *Occupancy Load; Sleeping Room.* Every rental housing unit shall contain at least one bedroom or living/sleeping room of appropriate size for each two (2) persons. Every room occupied for sleeping purposes by one person shall contain at least seventy (70) square feet of habitable room area and every room occupied for sleeping purposes by two (2) people shall contain at least fifty (50) square feet of habitable room area for each person.

(e) *Occupancy Load; Rental Housing Unit.* Every rental housing unit shall provide at least two hundred twenty (220) square feet of floor area for the first two (2) occupants and one hundred (100) square feet of floor area for each additional occupant. The floor area is to be calculated on the basis of total dwelling unit area.

(f) *Bedroom Access.* In any rental housing unit that has more than one bedroom, access to any bedroom shall not be through another bedroom or a bathroom.

(g) *Bathroom Access.* In any rental housing unit, the occupants of each bedroom must have access to a bathroom without going through another bedroom.

(h) *Interior Access.* In any rental housing unit, access to bedrooms and bathrooms shall be from within the unit.

Sec. 7-221. Safety and Security.

(a) *General Provision.* Every rental housing unit shall have security devices which restrict unlawful entry, smoke detectors to provide fire safety and shall be maintained free from hazards to the health, safety or welfare of the occupants.

(b) *Stairway; Tripping Hazard.* Every inside and outside stairway shall be maintained in sound condition and free from any broken, rotted or missing steps or tripping hazards.

(c) *Stairway; Handrail.* Every inside and outside stairway which contains three (3) or more risers shall be provided with a handrail in sound condition securely fastened to a wall or balusters.

(d) *Stairway; Guardrail and Enclosures.* Every stairway which exceeds thirty (30) inches in height shall be protected by a guardrail and enclosure material in sound condition. The openings in the enclosure material shall be of a size to prohibit a spherical object four (4) inches in diameter from passing through or under.

(e) *Balcony and Porch; Guardrail and Enclosures.* Every balcony or porch higher than thirty (30) inches above the ground shall be protected by a guardrail and enclosure material in sound condition. The openings in the enclosure material shall be of a size to prohibit a spherical object four (4) inches in diameter from passing through or under.

(f) *Locking Devices; Exterior Doors.* Exterior doors leading into rental housing units or tenant storage rooms, which are reasonably accessible, shall have a locking device properly

installed and in sound condition capable of the use intended by its design. Specific requirements are as follows:

- (1) Swinging exterior doors leading into rental housing units shall have thumb turn dead bolt locks with a minimum one inch throw; and
 - (2) Sliding doors shall be provided with a locking device or devices which prevent lifting or sliding of the locked door from the exterior of the unit.
- (g) *Door Viewers.* Every principal entrance door shall be equipped with at least a one hundred sixty degree (160°) eyeviewer. Principal entrance doors which contain a window or have an adjacent window which allows a view of the area directly in front of the door, shall not require an eyeviewer.
- (h) *Locking devices; Windows.* Every openable window reasonably accessible from the outside shall have a locking device or devices properly installed and in sound condition capable of the use intended by its design. Such devices shall prevent opening, lifting or sliding of the locked window from the exterior of the unit.
- (i) *Smoke Detectors.* Smoke detectors shall be installed in all existing rental housing units. The installation of smoke detectors shall at least meet the requirements specified in Chapter 7 of the International Code Council Property Maintenance Code (IPMC). The owner shall be responsible for the installation, replacing the battery annually (if battery operated) and maintaining appropriate records of required smoke detectors. Upon termination of a tenancy in any rental housing unit, the owner, owner's agent or manager shall insure that any required smoke detectors are operational prior to re-occupancy of the unit.

Sec. 7-222. Maintenance.

- (a) *General Provision.* Every rental housing unit interior and exterior shall be maintained in a condition which provides the occupants with protection from the elements, a safe and healthy living environment and housing free from deterioration or slum-like conditions.
- (b) *Interior; Holes, Cracks or Breaks.* Every floor, interior wall and ceiling, cabinet and all appurtenances thereto shall be kept in sound condition and free of holes, cracks or breaks that may injure a person, admit or harbor insects or rodents, admit dampness or restrict privacy. Every hole cut in floors, walls or ceilings for the passage of plumbing fixtures or pipes shall be sealed to prevent the passage of insects, rodents or vermin.
- (c) *Interior; Paint and Plaster.* Every floor, interior wall and ceiling, cabinet and all appurtenances thereto shall be kept free of any loose, cracked, scaling, chipping or peeling paint or plaster. All interior painted surfaces shall be painted with paint which is lead free.
- (d) *Floor Coverings; Tripping Hazards.* Floor coverings that are torn or loose and located on a stairway or within three (3) feet of a stairway shall be removed or repaired to prevent tripping. Tears in excess of six (6) inches and tears or projections rising one-quarter (¼)

inch or more above the floor surface in any location present a tripping hazard and shall be repaired.

(e) *Floor Coverings; Deteriorated, Unsafe, Unsanitary.* Floor coverings such as carpeting, tile, linoleum and similar materials shall be repaired or replaced when the floor covering is severely deteriorated or when the condition of the floor covering creates an unsafe or unsanitary environment.

(f) *Exterior; Weather Tight, Watertight and Vermin Proof.* Every foundation, roof and exterior wall shall be reasonably weather tight, watertight and vermin proof and shall be kept in sound condition.

(g) *Exterior; Deteriorated or Slum-Like.* All exposed exterior surfaces shall be maintained so as to be impervious to moisture and weather elements and every rental housing unit shall be free of broken, rotted, split or buckled exterior wall coverings or roof coverings. All exposed exterior surfaces shall not otherwise present a deteriorated or slum-like appearance and will meet the specific requirements which follow:

- (1) All exterior wood surfaces shall be protected from the elements and from deterioration by paint or other protective treatment; except such wood surfaces composed of wood that is naturally resistant to decay;
- (2) All exterior painted surfaces shall be painted with paint that is lead free and shall be free of loose, cracked, scaling, chipping or peeling paint in such amounts as to present a deteriorated or slum-like appearance;
- (3) Roof coverings shall be watertight and weather tight and shall be free of broken, rotted, split, curled or missing roofing material in such amounts as to present a deteriorated or slum-like appearance. All roofing materials shall meet the requirements of all adopted codes and ordinances; and
- (4) Replacement materials and paint used to repair or repaint exterior surfaces of a rental housing unit shall be visually compatible with the remainder of the materials and paint on the exterior of the unit.

(h) *Landscaping.* Every rental housing unit shall have landscaping in all yard areas which are visible from a public street, alley or sidewalk or a neighboring property. Such landscaping shall be installed and maintained so as to enhance the appearance and value of the property on which it is located and shall not present a deteriorated or slum-like appearance.

(i) *Exterior Areas; Tripping Hazards.* Every common area, sidewalk, driveway, parking lot and parking area of rental housing units shall be free from holes, depressions or projections that may cause tripping or may injure a person or otherwise present a hazard, including damage to a vehicle.

(j) *Inoperable Vehicles; Common Parking Areas.* Common parking lots and parking areas, serving more than one rental housing unit, shall be maintained free from the storage of abandoned, wrecked, dismantled, unregistered or inoperable vehicles.

(k) *Inoperable Vehicles; Other Areas.* Parking areas serving only one rental housing unit, shall be maintained free from the storage of wrecked, dismantled or inoperable vehicles. It is an affirmative defense to a violation of this subsection based on a wrecked, dismantled or inoperable vehicle, that the vehicle was titled to a resident of the property, that the vehicle was undergoing repair, and that the wrecked, dismantled or inoperable vehicle was repaired and any evidence of the repairs was removed within fourteen (14) days after the repair was begun.

(l) *Swimming Pools; Maintenance.* All swimming pools, architectural pools and spas shall be properly maintained so as not to create a safety hazard, harbor insect infestation or create a deteriorated or slum-like appearance.

(m) *Stagnant Water.* All premises shall be maintained so as to prevent the accumulation of stagnant water when such water causes a hazardous or unhealthy condition, becomes a breeding area for insects or causes damage to foundation walls.

(n) *Infestation.* Every rental housing unit and premises shall be kept free from insect, rodent or vermin infestation. Every rental housing unit and premises shall be free from the presence or apparent evidence of insect or rodent infestation, other noxious pests, nesting places and any other unsightly or unsanitary accumulation which may harbor insects, rodents or other vermin.

(o) *Maintenance of Facility and Equipment.* Every supplied facility, piece of equipment or utility shall be so constructed, installed and maintained so that it will function safely and effectively and remain in sound condition.

(p) *Discontinuation of Services.* No owner, agent or manager shall cause any services, facilities, equipment or utilities which are required under this code to be removed from, shut off or discontinued in any occupied rental housing unit except for such temporary interruption as may be necessary while actual repairs or alterations are in process.

(q) *Responsibility for Maintenance.* It shall be the responsibility of the owner, agent and manager to provide for the interior and exterior maintenance of the rental housing unit and premises.

Sec. 7-223—7-229. Reserved.

DIVISION 3. ADMINISTRATION AND ENFORCEMENT

Sec. 7-230. Commencement of Action.

(a) The Department of Development Services is assigned the primary responsibility of enforcing this chapter and is granted the authority expressly and impliedly needed and necessary for enforcement.

(b) Nothing in this section shall preclude employees of the Department of Development Services from seeking voluntary compliance with the provisions of this chapter or from enforcing this chapter, proactively or reactively, through warnings, citations, or other such devices designed to achieve compliance in the most efficient and effective manner under the circumstances.

(c) The Department of Development Services is authorized to recommend reasonable and necessary rules and regulations to carry out the provisions of this article which shall be approved by resolution of the City Council.

(d) Once a violation has been identified by inspection, Chapter 28 Article I Comprehensive Ordinance Enforcement Code prescribes the enforcement actions to be taken by the City of Tupelo.

(e) Re-inspection fees will be as follows:

- 3rd inspection \$100.00
- 4rd inspection \$200.00
- 5th inspection \$400.00
- 6th inspection without compliance – Citation to court

Sec. 7-231. Transfer of Property after Notice.

(a) *Written Assumption of Responsibility.* The transfer of any or all property interest in any manner, including but not limited to, the sale, trade, lease, gift or assignment of any real property against which a citation has been issued or allegations of violations have been filed with the court shall not relieve the parties unless the legal entity assuming interest in such property, in writing, assumes responsibility for compliance with the notice to comply or alleged violations and a copy of such writing is presented to the city.

(b) *Criminal Violation.* Any legal entity, real or statutory, who transfers the ownership interest in real property, against which a citation has been issued or allegations of violations have been filed with the court, shall be guilty of a class 1 misdemeanor unless they have obtained a written acceptance of responsibility for compliance with the citation or court action from the new owner.

Sec. 7-232. Vacation of Tenants; Re-occupancy.

(a) *Comply Even if Vacated.* An owner, agent or manager served with a citation or enforcement proceeding for violations of article XII of this chapter shall not be relieved from responsibility to comply because the tenant(s) have vacated the rental housing unit.

(b) *Compliance Before Re-occupancy.* The owner, agent or manager of a rental housing unit shall not lease, rent or otherwise make available for occupancy by tenants any unit until such unit has been inspected and a new Certificate of Occupancy has been issued or against which a citation has been issued or an enforcement action has been instituted until the violations contained in the citation or enforcement proceeding have been corrected and a new Certificate of Occupancy has been issued. The Director of Development Services or designee may choose to forego the inspection of the units which historically have complied with all applicable codes and ordinances.

Sec. 7-233. Conflict of Ordinances.

In any case where a provision of this code is found to be in conflict with a provision of any zoning, building, fire, safety, or health ordinance or code of the city, existing on the effective date of this code, the provision which establishes the higher standard for the promotion and protection of the health and safety of the community shall prevail.

Sec. 7-234—7-239. Reserved.

SECTION 2. That all provisions of the ordinances of the City of Tupelo in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other provisions of the ordinances of the City of Tupelo not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. This ordinance shall become effective after passage and thirty (30) days following publication. The City Clerk shall cause the ordinance to be published in a local newspaper with a general circulation.

The foregoing ordinance was proposed in a motion by Councilman N. Davis, seconded by Councilman J. Davis, and after discussion, no council member having called for a reading, was brought to a vote as follows:

Council Member Fred Pitts	<u>aye</u>
Council Member Nettie Davis	<u>aye</u>
Council Member Willie Jennings	<u>aye</u>
Council Member Markel Whittington	<u>nay</u>

Council Member Jonny Davis
Council Member Jim Newell
Council Member Mike Bryan

aye
aye
aye

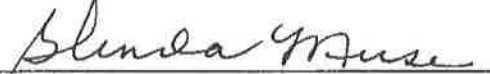
Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance had been passed and adopted on this the 1st day of November, 2011.

CITY OF TUPELO, MISSISSIPPI

BY:


Fred Pitts, President

ATTEST:


GLENDA MUSE, Clerk of the Council

APPROVED:


Jack Reed, Jr., Mayor

November 1, 2011

DATE