

ORDINANCE NO. 2012-03

BE IT ENACTED BY THE CITY OF CHEROKEE VILLAGE OF CHEROKEE VILLAGE, ARKANSAS, AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE PROVIDING FOR THE ESTABLISHMENT OF A RENTAL HOUSING CODE FOR CHEROKEE VILLAGE PURPOSES."

SECTION 1. AUTHORITY

BE IT ORDAINED by the Cherokee Village City Council that: AN ORDINANCE TO ADOPT THE ESTABLISHMENT OF A RENTAL HOUSING CODE WITHIN CHEROKEE VILLAGE, FULTON AND SHARP COUNTIES, ARKANSAS AS PER ORDINANCE 2007-02:

RENTAL HOUSING CODE

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SECTION 1: GENERAL PROVISIONS

- 1.1 **Interpretations.** For the purpose of this ordinance, certain terms or words used herein shall be interpreted as follows:
- 1.1.1 Unless the context provides to the contrary, the word person includes a firm, association, organization, partnership, trust, company or corporation, as well as an individual.
- 1.1.2 The present tense includes the future tense.
- 1.1.3 The singular number includes the plural; and the plural number includes the singular.
- 1.1.4 The word **shall** is mandatory. The word **should** is permissive.
- 1.1.5 The words **used** or **occupied** include intended, designed, or arranged to be used or occupied.
- 1.2 **Definitions.** For the purpose of this ordinance, the following definitions shall apply:
- 1.2.1 **Owner.** Any person or agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the Land records of Sharp or Fulton Counties, Arkansas, as holding any interest in title to the property, or otherwise having control of the property, including the guardian of the estate of any such person, and the Personal Representative of the estate of such person if ordered to take possession of real property by a court.
- 1.2.2 **Primary Residence.** A dwelling unit maintained as the owner's legal residence through tax records or other official documents filed with the state or federal government.
- 1.2.3 **Property Maintenance Code.** The Property Maintenance Code of the City of Cherokee Village, adopted by Ordinance 2007-02.
- 1.2.4 **Registration.** The process by which owners submit application to operate rental units in the City. All rental units must be registered to be occupied by tenants. Registration may be refused or revoked by the City on units not in compliance with this ordinance.
- 1.2.5 **Renter.** A tenant.
- 1.2.6 **Rental Unit.** An independent dwelling unit not occupied by the owner as his or her primary residence and occupied by a tenant for a thirty (30) day period or longer.
- 1.2.7 **Tenant.** A person who is not the owner of the property, who occupies the property for more than 31 days, with the consent of the owner and the exchange of money or moneysworth as consideration for such occupancy.

1.2.8 **Zoning Ordinance.** The Zoning Ordinance of the City of Cherokee Village, Arkansas.

1.3 **Purpose.** The purpose of this ordinance is to provide minimum standards for the protection of life, health, welfare, and property of rental residential owners and tenants, as well as that of the general public.

1.4 **Effective date.** This ordinance shall take effect and be in full force on May 1, 2013.

1.5 **Interpretation & Application.** In their interpretation and application, the provisions of this ordinance shall be the minimum requirements adopted for the protection of the public health, safety, and welfare. Wherever the requirements of this ordinance are at variance with the requirements of any other lawfully adopted city or state laws, rules, regulations, ordinances, codes, deed restrictions or covenants, the more restrictive or that imposing the higher standard shall govern.

1.5.1 The most recent, current code published by the International Code Council shall be used to enforce provisions of this rental housing code.

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|--------------------------------|---|
| International Building Code | International Energy Conservation Code |
| International Fire Code | International Property Maintenance Code |
| International Residential Code | Arkansas State Mechanical Code |
| National Electric Code | Arkansas Sewage Disposal |
| Arkansas State Fire Code | System Bulletin NO 9 |
| Arkansas State Plumbing Code | |

1.6 **Scope.** This ordinance shall apply to all real property located within the incorporated limits of the city of Cherokee Village, AR, which contains one or more rental units, as defined herein.

1.7 **Severability.** Should any section or provision of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

1.8 **Rental Housing Inspector.** The Building & Code Enforcement Officials shall serve as the Rental Housing Inspector for the City of Cherokee Village, AR, hereinafter known as the "Inspector."

1.9 **Administration and Enforcement of this Ordinance.** The Inspector shall administer this ordinance. The Inspector may be provided with assistance of such other persons as the Council may direct.

1.9.1 The Inspector may, when circumstances dictate, call upon appropriate County, State, or other authorities and agencies, in identifying and correcting conditions in rental housing which constitute violations of this ordinance or other duly enacted ordinances, regulations or laws as applicable.

1.9.2 If the Inspector finds that any provisions' of this ordinance is being violated, the Inspector shall provide the owner written notice of the nature of the violation and

order the action necessary to correct it. Notice of violations involving imminent danger may be made by any means calculated to provide actual notice.

- 1.9.3 All corrective action must be completed within thirty (30) calendar days of the date of notice of violation, unless an extension is granted.
 - 1.9.3.1 Up to two (2) extensions may be granted where the inspector has determined that the owner is making a good faith effort to complete required repairs or improvements to the property in a timely manner but is unable to comply due to the magnitude of the work, or can prove delays in receipt of materials or equipment, delays in a hired contractor's completing of such work, or delays due to weather or other matters beyond the owner's control.
- 1.9.4 In the case of imminent danger or fire hazards, structural failure or danger of imminent collapse, interruptions or failures in plumbing, heating, or electrical systems, or other hazardous situations, the Inspector may order immediate repair or correction and/or may order the premises vacated pending such repair or correction.
- 1.9.5 If at the conclusion of the period established for corrective action the violation has not been adequately addressed according to code, the Inspector may issue citations in accordance with the provisions of this ordinance, revoke the registration for the affected unit, and with the concurrence of the Mayor, have the rental unit vacated.
- 1.9.6 Units vacated under this section shall be posted with signs indicating that the unit has been determined to be "Illegal", or if applicable "Unfit for Habitation", and that occupancy is prohibited until the rental unit has been inspected to verify that any violation has been corrected.
- 1.9.7 Any person who defaces or removes a posted sign without the approval of the Inspector shall be deemed to be in violation of this ordinance.
- 1.10 **Violation and Penalties.** Any person, firm, corporation, or other entity, convicted of violating any provision of this ordinance shall be guilty of municipal violation and such person, firm, corporation, or other entity shall be deemed guilty of a separate offense for each and every day or portion thereof during which such violation is committed, continued, or permitted and, upon finding that a violation has occurred, shall be assessed a fine of a minimum of \$150 up to a maximum of \$500.
- 1.11 **Unfit Properties.** The Inspector may upon the direction and concurrence of the City Mayor, Chief of Police, the Fire Chief or their duly authorized representatives, prohibit persons from entering or occupying, except for repair related activity, any property, building or structure, including utility and outbuildings, found to be unfit, found not to comply with City ordinances, which poses dangerous, unsafe, or unhealthy conditions for the building's occupants, passers-by, or the general public. Unfit properties shall be posted as "Unfit for Habitation". Any person who shall enter, occupy, use, or permit others to enter, occupy, or use the building or structure after such a posting shall be at fault of a

municipal infraction. If the building or structure is entered, occupied, or used by any unauthorized person following such a posting, each incident shall be considered a separate offense.

- 1.12 **Access for Inspection.** Upon presentation of proper credentials, the Inspector or his duly authorized representative may enter at reasonable times and with reasonable notice any building, structure, or land within the incorporated limits of the City to perform the duties imposed upon him by this ordinance. Reasonable notice shall be defined as a minimum of thirty (30) calendar days advance notice. The appointments will be scheduled with the tenant and the tenant will be responsible for keeping the appointment.
- 1.12.1 Units not accessible for inspection or otherwise not inspected in accordance with Section 3.3 shall be in violation of this ordinance and shall not be permitted as rental units.
- 1.12.2 In cases of complaints by the tenant or report of potentially life or health threatening condition(s) from any source, the Inspector may promptly investigate.
- 1.13 **Parking.** Off-street parking shall be provided for all rental units in accordance with the standards set forth in the Cherokee Village Zoning Ordinance except that these standards shall apply to all rental units.
- 1.14 **Modifications.** Whenever there are practical difficulties involved in carrying out the provisions of this code, the Inspector shall have the authority to grant modifications to the standards herein for individual cases, provided the Inspector shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life, and fire safety requirements. The details of action granting modification shall be recorded and entered in the official files.
- 1.15 **Right of Appeal.** The owner aggrieved by the decision of the Inspector shall have the right to appeal such decision within twenty (20) calendar days from the date the decision is presented. An appeal in writing may be submitted to the Cherokee Village City Council to review the decision of the Inspector. The appeal process will be carried out in accordance with the powers vested in the City by State Statute.

SECTION 2: REGISTRATION AND INSPECTION OF RENTAL UNITS

- 2.1 **Occupancy.** No rental unit may be occupied by anyone other than the owner without having being registered and inspected under the provisions of this ordinance.
- 2.2 **Rental Registration.** Each owner of a rental unit, whether occupied or vacant, shall file with the City a completed registration form including the appropriate fee for each rental unit. All delinquent fees, fines, charges, or other amounts due to

the City by the owner in part or in whole must be paid before the owner can register any rental unit.

2.2.1 **Owner Registration.** Any person becoming an owner of an existing registered rental unit shall file a completed registration form within ninety (90) days of the transaction transferring ownership.

2.2.2 **Rental Registration Form Required Information.** The registration form shall contain the following information:

Description of the premises by street number, lot, block, and addition;
Name and address of the owner. If the owner is a corporation, the name and address of the statutory agent thereof shall also be provided;
The name and address of a managing agent.

2.2.2.1 When a rental unit is owned by more than one individual, or is owned by an entity that is not a natural person, a property point of contact must be designated.

2.2.2.2 The Inspector shall be notified in writing within ninety (90) days of any change of the property point of contact.

2.2.2.3 An owner with a designated managing agent who is found not to be customarily available or able to perform the duties as defined shall designate a different individual who is able to properly fulfill the requirements within ten (10) days of being notified.

2.3 **INSPECTION.**

2.3.1 The inspector shall inspect the rental unit within one hundred eighty (180) days of the date of payment of the registration and inspection fee.

2.3.1.1 All rental units shall be inspected for compliance with the standards of this ordinance on a three (3) year cycle.

2.3.1.2 If a rental unit fails to have repairs completed in the time allowed by this ordinance or if in the previous year (365 days) the rental unit was determined to be unfit per Section 1.11, it shall be reinspected annually on the anniversary of the registration and inspection until an inspection can be completed without repairs. The annual registration continuation and reinspection fee shall be \$50.00 per unit.

2.3.2 **Complaints.** All complaints should be filed in writing and addressed to the Inspector at City Hall, except the complaints related to potentially life or health threatening conditions which can be made in any form. The Inspector shall provide the results of any subsequent inspection to the person filing the complaint with a copy to the owner and/or managing agent. Complaints alleging violation of this ordinance may be filed with the Inspector by any of the following persons:

2.3.2.1 A tenant occupying the property upon which the violation is alleged to exist.

2.3.2.2 The owner of the property.

2.3.2.3 An owner of the property adjoining or immediately across public road, measured by extension of the property lines, from the property upon which the violation is alleged to exist.

2.3.2.4 Any other person who in the opinion of the Inspector is adversely affected by the violation.

2.3.2.5 A city official or officer responding to a Police, Fire, Ambulance, or other legitimate call.

2.4 **Fees for Registration and Inspection.** Registration and inspection fees are established by the City Council and shall be assessed to and paid by each rental unit owner in accordance with this Ordinance. The combined registration and inspection fee for rental units shall be \$50.00 per unit. The registration continuation and reinspection fee every three (3) years shall be \$50.00 per unit. The registration and inspection fee is due:

within ninety (90) days of the effective date of this ordinance,
or within ninety (90) days of the three (3) year cycle anniversary of the registration and inspection,
or within ninety (90) days of an owner allowing a tenant to occupy an unregistered and or new rental unit.

If rental unit(s) are not registered within the ninety (90) day period there will be a \$150.00 late registration fee assessed in addition to the original registration fee.

SECTION 3: STANDARDS & REQUIREMENTS

3.1 **Zoning Ordinance.** No rental unit shall be created or occupied unless it complies with the provisions of the Cherokee Village, Arkansas Zoning Ordinance.

3.2 **Property Maintenance.** No rental unit shall be occupied or continued to be occupied unless the structure in which said unit is located complies with the provisions and standards of the Cherokee Village Property Maintenance Code and is maintained in a structurally sound condition and kept free from health, fire, and other hazards to life and property.

3.2.1 The owner of the rental unit shall be responsible for keeping the premises maintained in good repair and fit for human habitation.

3.2.2 Every facility, piece of equipment, utility or service which is supplied by the property of the owner shall be so constructed and/or installed to function safely and effectively, and shall be maintained in satisfactory working condition and shall not be removed, shut off or disconnected in any occupied rental unit, except for such temporary interruption as may be necessary while actual repairs or alterations are in process or during temporary emergencies or tenants' failure to pay agreed upon services.

3.3 **Standards.** All new and existing rental units shall meet the standards set forth in the current Cherokee Village Property Maintenance Code or the standards

contained herein. In the event of a conflict between standards, the more stringent requirement shall apply.

- 3.4 **Occupancy Limit.** Each rental dwelling unit shall contain at least one hundred fifty (150) square feet of floor space for the first occupant thereof and at least one hundred (100) additional square feet or floor space for every additional occupancy; thereof.. For the purpose of determining the maximum permissible occupancy, the floor area of that part of a room where the ceiling height is less than five (5) feet shall not be considered when computing the total floor area of the room.
- 3.5 **Drug Houses.** If a rental property is found, by local, state or federal police authorities, to have been used in the manufacture of illegal drugs, the rental house that came into contact with possible contaminants must be reported to Arkansas Department of Environmental Quality (ADEQ) by local authorities and the house will be decontaminated, approved, and signed off by ADEQ authorities.

Rental Housing Permit Application

City of Cherokee Village
Cherokee Village, Arkansas

RENTAL PROPERTIES: Please list all individual rental units and all tenants occupying that unit. If additional space is needed please attach a separate sheet. If there are unit letters/numbers and building names, please include them.

Address: _____ Unit Number/Letter _____
Tenant(s) Name(s) _____ Tenant Phone # _____
_____ Total # of Tenants: _____

Address: _____ Unit Number/Letter _____
Tenant(s) Name(s) _____ Tenant Phone # _____
_____ Total # of Tenants: _____

Address: _____ Unit Number/Letter _____
Tenant(s) Name(s) _____ Tenant Phone # _____
_____ Total # of Tenants: _____

Address: _____ Unit Number/Letter _____
Tenant(s) Name(s) _____ Tenant Phone # _____
_____ Total # of Tenants: _____

Total Number of Rental Units _____

Owners Name _____ Phone: _____
Address: _____ City: _____ State _____ Zip _____

Billing/Management Name: _____ Phone: _____
Address: _____ City: _____ State _____ Zip _____

Please note: A rental housing permit will be issued only if all property maintenance codes and zoning regulations are followed and permit fees are paid. The permit is the property of Cherokee Village and may be revoked at any time for violations of the code of zoning regulations. The applicant for a rental permit hereby authorizes the City of Cherokee Village to enter the premises to inspect the structure and grounds to protect the health, safety, and welfare of the occupants. Before any rental property can be occupied in the City of Cherokee Village, the owner or manager of the property must obtain a current and valid rental permit.

I hereby verify that the information submitted herewith is true and correct. I understand that any false statements made may subject me to penalties under the laws of the State of Arkansas. I certify that I am the owner of record for the property listed or that I am authorized by the owner of record to submit this application on the owner's behalf.

The City of Cherokee Village, Arkansas takes no responsibility for any misrepresentation or omission of information presented on this application by the owner(s) or applicant(s).

Owner(s)/Applicant(s) are responsible to pay required fees to City of Cherokee Village plus any additional cost required for re-inspections. Failure to fill out application completely could result in an application processing delay. Payment does not guarantee issuance of license; license will be issued upon completion and approval of rental unit(s) inspection(s).

Signature of Applicant: _____ Date: _____

PASSED AND APPROVED BY THE CHEROKEE VILLAGE CITY COUNCIL.

DATED: 12-20-2012

APPROVED:

Lloyd Hefley
Lloyd Hefley, Mayor

ATTEST:

Lana Hamilton
Lana Hamilton, Clerk/Treasurer