

VILLAGE OF DRYDEN

RENTAL DWELLING ORDINANCE

ORDINANCE NO. 53

An ordinance establishing minimum standards for the condition and maintenance of rental dwellings; fixing certain responsibilities for owners and occupants of such dwellings; requiring the inspection of rental dwellings; and requiring the vacation of rental dwellings which are found to be unfit for human habitation.

THE VILLAGE OF DRYDEN ORDAINS:

1. **APPLICABILITY OF REGULATIONS:** This Ordinance shall apply to all persons, firms, partnerships, and corporations owning, occupying, or having control or management of any rental dwelling within the Village.

2. **DEFINITIONS:**

Except as otherwise provided in this Section, words and phrases shall be construed according to the common usage of the language. Specific defined terms are as follows:

Basement: Basement shall mean that portion of a building which is partly below and partly above grade and which has at least one-half (1/2) of its height above grade.

Basic Structural Elements: Basic structural elements shall mean the parts of a building which provide the principal strength, stability, integrity, shape, and safety, including, but not limited to, plates, studs, joists, rafters, stringers, stairs, subflooring, flooring, sheathing, lathing, roofing, siding, window frames, door frames, porches, railings, eaves, chimneys, flashing, masonry, and all other essential components.

Boarding House: Boarding house shall mean any dwelling occupied in any such manner that certain rooms in excess of those used by members of the family, as hereinafter provided, and occupied as a home or family and are leased or rented to persons outside of the family, without any attempt provided there or therewith for cooking or kitchen accommodations.

Cellar: Cellar shall mean that portion of a building which has at least one-half (1/2) of its height below grade.

Code Official: The persons or agencies designated by the Village Council as the code official for the Village.

Dwelling: Any building which is wholly or partly used or intended to be used for living or sleeping by human occupants.

Dwelling Unit: Any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking, and eating.

Dwelling, One-Family: One-family dwelling shall mean a building designed exclusively for and occupied exclusively by one (1) family.

Dwelling, Two-Family: Two-family dwelling shall mean a building designed exclusively for occupancy by two (2) families living independently of each other.

Dwelling, Multiple-Family: Multiple-family dwelling shall mean a building, or a portion thereof, designed exclusively for occupancy by three (3) or more families living independently of each other.

Dwelling, Rental: Any building containing one or more dwelling units which are occupied by persons other than the owners or the members of the immediate family of the owner. A rental dwelling may be a single family, two-family or multiple family dwelling.

Emergency: Emergency shall mean a condition of imminent danger calling for immediate action to avoid death, injury or illness to a human or the destruction or severe damage of real or personal property.

Garbage: The animal and vegetable waste resulting from the handling, preparation, cooking, and consumption of food. Garbage shall also include other trash and cast-off materials.

Hotel/Motel: Hotel/motel shall mean any building containing six or more guest rooms, intended or designed to be used, or which are used, rented or hired out to be occupied or which are occupied for sleeping purposes by guests.

Human Habitation: The use of any room, rooming unit, dwelling, dwelling unit, building or premises for living, sleeping, cooking, or eating purposes by one or more families or persons.

Junk: Junk includes any abandoned, discarded, unusable, or unused objects or equipment including, but not limited to, furniture, stoves, refrigerators, freezers, cans, implements, parts of motor vehicles, machinery, cloth, rubber, bottles, any metals, boxes, cartons or crates.

Manager or Operator: Any person who has charge, care or control of a building or part thereof, in which dwelling units are let.

Means of Egress. Means of egress is a continuous and unobstructed path of travel from any point in a building or structure to a public way, and consisting of three (3) separate and distinct parts: (a) the exit access, (b) the exit, and (c) the exit discharge. A means of egress comprises the vertical and horizontal means of travel and shall include intervening room spaces, doors, hallways, corridors, passageways, balconies, ramps, stairs, enclosures, lobbies, escalators, horizontal exits, courts, and yards.

Nuisance. Nuisance shall mean:

- (a) Any public nuisance known at common law or equity.
- (b) Any condition which might attract, and be dangerous to children, whether in a dwelling, on the premises upon which a dwelling is located or upon an unoccupied lot near a dwelling. This includes, but is not limited to, abandoned wells, cisterns, shafts, basements, excavations, abandoned refrigerators, and motor vehicles or parts thereof; structurally unsound fences, out buildings or structures; lumber, rubbish, debris, vegetation, mounds of gravel, sand or earth which might prove a hazard for inquisitive minors, and whatever is dangerous to human life or is detrimental to health.
- (c) Occupancy of a room greater than allowed.
- (d) Lack of adequate egress.
- (e) Insufficient ventilation or illumination.
- (f) Inadequate or unsanitary sewage or plumbing facilities.
- (g) Improper disposal of garbage and rubbish.
- (h) Insufficient support, inadequate sewage drainage, heating or wiring.
- (i) Inadequate heating or electrical wiring.

Occupant: Any person living in, or having actual possession of, a dwelling unit.

Open Window Area. Open window area shall mean the resulting square footage of open space to the outdoors when a window has been opened to its maximum distance as measured clear of the sash frame.

Owner or Ownership. Owner or ownership shall mean any person holding legal or equitable title to a property or to real improvements upon a property solely, jointly, by the entireties, in common or as a land contract vendee. "Owner" also shall mean any person who in fact has been empowered to act on behalf of, or as the agent of, the owner. "Owner" also shall mean any person who has or exercises care, custody, dominion or control over any property.

Responsible Local Agent. Responsible local agent shall mean a person having his place of residence or principal place of business in Lapeer County, who is legally responsible for operating a dwelling in compliance with all the provisions of this Ordinance.

Responsible Party. Responsible party shall mean any person, including but not limited to owner, land contract holder, land contract vendee, tenant or responsible agent, who has the responsibility to construct and/or maintain a dwelling in compliance with this Rental Ordinance. The name and address of the responsible party shall be determined from information placed on file with the Assessor's Office, Treasurer's Office, and/or County Register of Deeds office.

Rubbish. Rubbish shall mean combustible and noncombustible waste materials except garbage; and the term shall include the residue from the burning of wood, coal, coke, and other combustible material, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin, cans, metals, mineral matter, glass, crockery, etc.

Rubbish Container. Rubbish container shall mean a watertight container with tight fitting lid for the temporary storage of garbage and rubbish that is constructed of metal, or other durable material impervious to rodents, that is capable of being serviced without creating unsanitary conditions.

Village: Village shall mean the municipal corporation that is the Village of Dryden and includes all authorized agents of the Village when acting within the scope of their authority.

3. INSPECTION OF PREMISES:

A. The code official is hereby authorized and directed to make inspections to determine the condition of rental dwellings and rental dwelling units within the Village in order that the safeguarding of the health and safety of the occupants of the dwelling and of the general public may be accomplished.

B. Inspections shall be conducted as required by Section 11 of this Ordinance.

4. SERVICE OF NOTICES AND ORDERS:

A. NOTICES AND ORDERS. Whenever the code official determines that there are reasonable grounds to believe that there has been a violation of any provision of this Ordinance, he shall give notice of such alleged violation and orders for correction of violation to the persons responsible. Such notice shall be in writing and shall:

1. Include a statement of the conditions that constitute violations and what must be done to correct the same;

2. Specify a time limit for the performance of any corrective action required;

3. Be served upon the owner or his agent or the occupant, as the case may require. Such notice shall be deemed to be properly served if a copy thereof is served personally; or in the event that such personal service cannot be effected, then notice shall be given by a copy sent by regular mail to the last known address; or in the event that neither personal nor service by mail can be effected, then notice shall be given by posting a copy thereof in a conspicuous place in or about the dwelling affected by the notice.

B. EMERGENCY CLAUSE. Whenever the code official finds that an emergency exists which requires immediate action to protect the public health, he shall, without notice or hearing, issue an order reciting the existence of such an emergency and requiring that such action be taken as he deems necessary to meet the emergency. Notwithstanding the other provisions of this Ordinance, such order shall be effective immediately. Any person to whom such an order is directed shall comply therewith immediately.

5. STANDARDS FOR BASIC EQUIPMENT AND FACILITIES: No person shall let to another for occupancy any dwelling or dwelling unit, for the purpose of living, sleeping, cooking, or eating therein, which does not comply with the following requirements:

A. KITCHEN SINK. Every dwelling unit shall contain a kitchen sink in good working condition and properly connected to a water and sewage system.

B. WATER CLOSET, LAVATORY AND BATH.

1. Every dwelling unit shall contain a room which affords privacy to a person within said room and which is equipped with a flush water closet, a lavatory basin, and a

bathtub or shower in good working condition and properly connected to a water and sewage system.

2. Said room shall be so located as to afford privacy of access and shall be located within a completely enclosed room or rooms.

C. SMOKE DETECTORS. Every rental unit shall be supplied with smoke detectors by the owner--one detector to be installed on each floor and/or one installed in each rental unit. The renter shall be responsible for upkeep and repair of battery-operated models and the owner shall be responsible for upkeep and repair of electrically-powered models.

D. WATER CONNECTIONS. Every kitchen sink, lavatory basin, and bathtub or shower required under the provisions of this section shall be connected with both hot and cold water lines. The hot water shall have a minimum temperature of one hundred twenty degrees Fahrenheit.

E. RUBBISH AND GARBAGE STORAGE FACILITIES. It shall be the responsibility of the owner to supply a dumpster for all multiple family rental dwellings.

1. The dumpster shall be of a size and type approved by the health officer.

2. The dumpster shall be located within the side or rear yard and shall be screened by an obscuring barrier from the public view.

3. The obscuring barrier shall be not more than eight (8) feet above ground level and shall always be at least one (1) foot above the height of the dumpster.

4. The obscuring barrier shall be constructed of materials which are durable, weather resistant, rust proof, fire resistant, and shall be maintained in good condition by the owner or responsible party.

5. All obscuring barriers shall meet the requirements for wind pressure.

6. Wood or wood products when utilized, shall be treated and/or painted and shall be so maintained at all times. Chain link or other wire fence utilizing metal, plastic or wood slats, shall not be considered an obscuring barrier for the purpose of this Section.

7. No obscuring barrier shall be used as a sign or otherwise for advertising purposes.

F. MEANS OF EGRESS. Every building containing dwelling units shall have two remote means of egress.

6. STANDARDS FOR LIGHT, VENTILATION, AND HEATING: No person shall occupy as owner-occupant or let to another for occupancy any dwelling or dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

A. HEATING FACILITIES. Every dwelling shall have heating facilities which are properly installed, are maintained in safe and good working condition, and are capable of safely and adequately heating all habitable rooms, bathrooms, and water closet compartments in every dwelling unit located therein, to a temperature of at least 70 degrees Fahrenheit, at a distance of three feet above floor level.

B. ELECTRICAL OUTLETS. Every room shall contain at least two separate electrical convenience outlets or one such convenience outlet and one lighting fixture. Additional convenience outlets shall be provided in sufficient number to adequately service the electrical devices and/or appliances located therein, without the use of unapproved wiring methods. Cords to appliances and devices shall not be run through doorways, under rugs, or stapled to wood baseboards, door casing, or through holes in partitions or floors.

C. LIGHTING PUBLIC HALLS AND STAIRWAYS. Every public hall and stairway in every dwelling containing two or more dwelling units shall be adequately lighted at all times.

7. GENERAL REQUIREMENTS FOR MAINTENANCE: No person shall let to another for occupancy any dwelling or dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

A. FOUNDATION, FLOOR, WALL, CEILING, AND ROOF. Every exterior foundation, wall, and roof shall be weather tight and rodent-proof, shall be capable of affording privacy, and shall be kept in good repair. All foundations, floors, walls, ceilings, and roofs shall be kept in good repair.

B. EXTERIOR OPENINGS.

1. Every window, exterior door, and basement hatchway shall be kept weather tight, watertight and rodent-proof, and shall be kept in sound working condition and good repair.

2. All openings shall be insect proofed by screening.

C. STAIRS, PORCHES. Every inside and outside stair, every porch, and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon, and shall be kept in sound condition and good repair.

D. PLUMBING FIXTURES. Every plumbing fixture and water and waste pipe shall be properly installed and maintained in good

sanitary working condition, free from defects, leaks, and obstructions.

E. FLOOR SURFACES. Every water closet compartment, bathroom, and kitchen floor surface shall be constructed and maintained so as to be water resistant and so as to permit such floor to be easily kept in a clean and sanitary condition.

F. SUPPLIED FACILITIES. Every supplied facility, piece of equipment, or utility which is required under this Ordinance shall be so constructed or installed that it will function safely and effectively, and shall be maintained in satisfactory working condition.

G. FACILITIES NOT TO BE SHUT OFF. No owner, operator, or occupant shall cause any service, facility, equipment, or utility which is required under this Ordinance to be removed from or shut off from or discontinued for any occupied dwelling let or occupied by him, except for such temporary interruption as may be necessary while actual repairs or alterations are in process, or during temporary emergencies when discontinuance of service is approved by the code official.

8. MINIMUM SPACE, USE AND LOCATION REQUIREMENTS: No person shall occupy or let to another for occupancy any dwelling or dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

A. LIVING SPACE. Every dwelling unit shall contain at least 150 square feet of floor space for the first occupant thereof and at least 100 additional square feet of floor space for every additional occupant thereof; the floor space to be calculated on the basis of total habitable room area. In no case shall any private dwelling be occupied which does not contain at least 480 square feet of habitable room area.

B. SLEEPING SPACE.

1. In every dwelling unit, each room occupied for sleeping purposes shall contain at least seventy (70) square feet of floor space. Every room occupied for sleeping purposes by more than one (1) occupant shall contain at least fifty (50) square feet of floor space for each occupant thereof.

2. Every room occupied for sleeping purposes shall be so located as to afford privacy of access and shall not require passage through another bedroom or bathroom.

C. CEILING HEIGHT. At least one-half of the floor area of every habitable room shall have a ceiling height of at least seven feet. The floor area of that part of any room where the ceiling height is less than five feet shall not be considered as part of the floor area in computing the total floor area of the

room for the purpose of determining the maximum permissible occupancy thereof.

D. BASEMENT. No basement space shall be used as a habitable room or dwelling unit less it meets BOCA Code.

E. CONTINUATION OF EXISTING USE. Any space legally used for rental dwelling purposes at the time of adoption of this ordinance may continue to be used even though it does not comply with the standard of Section 8. Any such rental dwelling must comply with all other provisions of this ordinance.

9. RESPONSIBILITIES OF OWNERS AND OCCUPANTS:

A. PUBLIC AREAS. Every owner of a dwelling containing two or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof. In the case of single family dwellings, it shall be the responsibility of the occupants.

B. DWELLING UNIT. Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he occupies and controls.

C. GARBAGE. Every occupant of a dwelling or dwelling unit shall dispose of all his garbage in a clean and sanitary manner, by placing it in the garbage disposal facilities or garbage storage containers required by Section 5(E). It shall be the responsibility of the owner to supply such facilities or containers for all dwelling units in a dwelling containing more than two dwelling units. In all other cases it shall be the responsibility of the occupant to furnish such facilities or containers.

D. EXTERMINATION OF PESTS. The presence of insects, rodents, or other pests within a dwelling or on the premises is a violation of this ordinance. Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents, or other pests therein. Whenever infestation exists in the shared or public parts of any dwelling containing two or more dwelling units, extermination thereof shall be the responsibility of the owner.

E. PLUMBING FIXTURES. Every occupant of a dwelling unit shall keep all plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.

10. DWELLINGS UNFIT FOR HUMAN HABITATION: The designation of dwellings or dwelling units as unfit for human habitation, the declaration of the same to be a public nuisance and provisions for their vacation or repair shall be carried out in compliance with the following requirements:

A. UNFIT FOR HUMAN HABITATION DEFINED. Dwellings or dwelling units which have any of the following defects, shall be deemed "unfit for human habitation".

1. Those which have been damaged by fire, wind, or other causes so as to have become dangerous to life, safety, or general health and welfare of the occupants or the public.

2. Those which have become or are so dilapidated, decayed, unsafe, unsanitary, or which fail to provide amenities essential to decent living or are likely to cause disease or injury.

3. Those having light, air or sanitation facilities which are inadequate to protect the health, safety, or general welfare of human beings who may live therein.

4. Those having inadequate means of egress.

5. Those in which the owner or occupant fails to comply with orders of the code official, based on the provisions of this Ordinance.

B. ORDER TO REPAIR OR CORRECT CONDITIONS. Upon observing the existence of a violation of the standards of this Rental Ordinance, the Housing Code official shall issue an Order to Repair or Correct Conditions to the responsible party. The Order to Repair or Correct Conditions shall be issued as provided in Section 4.A.3.

C. ORDER TO REPAIR OR CORRECT CONDITIONS. The Order to Repair or Correct Conditions shall:

1. Specify the date of the inspection.

2. Specify the address where the violation was found.

3. Include the name, telephone number, and signature of the inspector.

4. Include a description and the location of each violation observed by the inspector.

5. Order the responsible party to correct all listed violations by a specified date and to contact the Building Department to determine if the necessary work requires a permit or that the work be performed by a licensed contractor.

6. State that re-inspection will be made to determine whether all violations have been corrected by the date specified.

D. TIME TO CORRECT VIOLATIONS.

1. All orders issued regarding violations of this Rental Ordinance shall provide a specified time for achieving compliance in relation to the seriousness of the violation. The following time limits shall be used:

(a) Seventy-two (72) hours after an Order is served for an emergency violation.

(b) Not more than seven (7) calendar days after an Order is served for securing a vacant dwelling.

(c) Not more than thirty (30) calendar days for all other violations, except as stated in Subsections 2, 3, and 4 below.

2. Orders to Repair or Correct Conditions issued between October 31st and April 1st for exterior work adversely affected by cold or snow may provide additional time for the completion of such work, but in no case longer than June 30th.

3. The Housing Official may extend the re-inspection time provided in a written notice when there are extenuating circumstances or where the responsible party has made a substantial documented effort to correct violations. In no instance shall the re-inspection time provided extend beyond two thirty (30) day extensions or ninety (90) days beyond the date of initial inspection.

4. Requests for additional extensions must be filed with the Planning Commission and may only be granted upon a finding of substantial progress being made toward compliance.

E. REMOVAL OF POSTED SIGNS OR NOTICES. No person shall remove, damage, deface, interfere with, move or conceal any Order or Notice posted pursuant to this Rental Ordinance without first obtaining written permission of the Building Official.

F. DECLARING A DWELLING UNSAFE. The Housing Official may declare a dwelling unsafe when the responsible party has failed to comply with this ordinance.

G. POSTING OF DWELLING DECLARED UNSAFE AND ORDERS TO VACATE. If the Code Official declares a dwelling unsafe or orders it vacated and is unable to personally serve the responsible party with a Notice of Unsafe Conditions, the Administrator shall mail the responsible party the Notice and shall post a sign in a conspicuous place on or near the affected premises.

H. OCCUPANCY OF UNSAFE DWELLING PROHIBITED. No person shall occupy or permit or allow another person to occupy a dwelling which has been declared unsafe.

I. ORDER TO SECURE. The Housing Official may issue an Order to Secure when he has declared a dwelling unsafe. Such an Order may be served personally on the responsible party. The Housing Official shall post an Order to Secure on or near the affected premises. The Order shall state:

J. SECURING BY THE VILLAGE. Where the responsible party has failed to comply with an Order to Secure, the Village may secure the dwelling. Any costs incurred by the Village for securing the dwelling shall be a personal debt of the responsible party to the Village and may be assessed as a lien against the property.

K. COST OF DEMOLITION. If the Village demolishes an unsafe dwelling, the cost of demolition or making a dwelling safe pursuant to the provisions of this Rental Ordinance shall be a personal debt of the responsible party to the Village and may be assessed as a lien against the property.

11. RENTAL DWELLING REGISTRATION AND INSPECTION:

A. REGISTRATION OF RENTAL DWELLINGS.

1. Every owner of a rental dwelling unit must file with the code official the name and address of the owner and the name and address of the person in charge of such dwelling unit, for the purpose of receiving service of process, together with a description of the property containing the rental dwelling unit by street number or otherwise. Re-registration shall be required upon any change of ownership.

2. No owner shall let or rent to any person a vacant dwelling unit unless it has been inspected and granted a current Certificate of Compliance.

3. It shall be unlawful for any person to occupy any rental dwelling unit unless a Certificate of Compliance has been issued with respect to said dwelling unit. In the event the code official revokes the Certificate of Compliance with respect to any dwelling unit, it shall be the responsibility of the occupant thereof to vacate such dwelling unit within the time prescribed by the code official.

B. INSPECTION OF RENTAL REAL ESTATE. Upon the request of the tenant or owner of a dwelling or dwelling unit and payment of the inspection fee by the person requesting the inspection, the code official shall perform an inspection within forty-eight (48) hours of the time agreed upon by himself and the applicant to inspect such dwelling or dwelling unit. If such an inspection

establishes that the dwelling or dwelling unit complies with this Ordinance, the Inspector shall issue a Certificate of Compliance for said dwelling unit, indicating the maximum number of occupants who may lawfully occupy each unit.

C. REINSPECTION. If said dwelling or dwelling unit does not comply with this Ordinance, the code official shall notify the applicant as provided in this Ordinance, and shall reinspect the dwelling or dwelling unit for compliance within a reasonable time considering the circumstances; but not to exceed ninety (90) days.

D. PERIOD OF INSPECTION. The code official shall inspect on a periodic basis all rental dwellings in the Village. In no event shall the period between inspections be longer than one (1) year.

E. CERTIFICATE OF COMPLIANCE. One copy of the Certificate shall be handed to or be mailed to the applicant and a second copy for the information of the tenant shall be posted by the code official on the inside of the main entrance door of the dwelling or dwelling unit so certified and shall not be removed by or at the discretion of anyone other than the tenant or owner.

F. FEES. Fees for registration, inspections, reinspections, and other services authorized under this Ordinance shall be established by motion of the Village Council.

12. **PENALTY FOR VIOLATION:** Any person, firm or corporation convicted of violating any provision of this Ordinance or any order issued pursuant to this ordinance is responsible for a municipal civil infraction, subject to payment of a civil fine of not less than Fifty (\$50.00) Dollars, plus costs and other sanctions, for each infraction. Repeat offenses shall be subject to increased fines as provided by Ordinance 96-001. The Construction Code Authority or the Dryden Police Department are hereby designated as authorized officials of the Village of Dryden to issue municipal civil infractions.

13. **APPEALS:**

A. APPEALS TO THE PLANNING COMMISSION. A party may appeal to the Village Planning Commission any Order or Notice issued pursuant to this Rental Ordinance, except those matters for which this Ordinance does not allow an appeal.

B. PROCEDURE FOR FILING APPEAL. Any person wishing to make an appeal shall file a completed appeal form with the Village Clerk within fourteen (14) calendar days from the date of issuance of the Order or Notice being appealed. The Village shall notify the appellant and other interested parties, including the occupants of the affected dwelling, of the time and date of the hearing.

C. COMPLAINT CONFIDENTIALITY. In order to protect complainant's privacy and avoid retaliatory action, the Village shall not release the name, address or telephone number of any person who reports a violation of the Rental Ordinance except:

1. By consent of the complainant.
2. By court order.


14. **REPEAL:**

The former Apartment Inspection Ordinance 105 and amendment 105.1 are hereby repealed.

The undersigned President and Clerk of the Village of Dryden hereby certify that this Ordinance was duly adopted by the Village Council at a meeting held on the 5th day of October, 1998 and that a synopsis of the Ordinance was published in the Tri City Times on the 21 day of October, 1998. This Ordinance was made effective twenty (20) days after its date of adoption.



Dean Williams, President



Pamela Krauth, Clerk