

CHAPTER 726
Rental Dwelling Registration

726.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(a) **AGENT.** Any individual, person, firm, partnership, corporation or company acting on behalf of the property owner of a residential rental unit. The term **PERSON IN CHARGE** shall be considered to be synonymous with the term **AGENT**.

(b) **APPROVED.** Approval by the Zoning Inspector, pursuant to this Code, or approved by any other person or board designated by the ordinances of the city to give approval regarding the matter in question.

(c) **BATHROOM.** A room containing plumbing fixtures including a bathtub or shower.

(d) **BUILDING.** A structure having a roof supported by columns or walls for shelter, support or enclosure of persons, animals or chattels. When separated by division walls from the ground up without openings, each portion of such structure shall be deemed a separate building.

(e) **CITY.** The City of Rossford, Ohio.

(g) **DWELLING.** A building, or portion thereof occupied by one family for residential purposes as a single-family unit. In no case shall a tent, cabin, recreational vehicle or other temporary or transient structure or facility be considered a **DWELLING**.

(h) **DWELLING, MULTI-FAMILY.** A structure containing three or more dwelling units, each having direct access to the outside, and/or independent access to a common corridor providing access to the outside.

(i) **DWELLING, SINGLE-FAMILY.** A building occupied or constructed to be occupied exclusively for residential purposes by one family.

(j) **DWELLING STRUCTURE.** A building or structure, or a part thereof, that is used or designed or intended to be used for residential purposes. **DWELLING STRUCTURE** is synonymous with the term **RESIDENTIAL RENTAL UNIT STRUCTURE**.

(k) **DWELLING, TWO-FAMILY.** A structure containing two dwelling units, each having direct access to the outside.

(l) **DWELLING UNIT.** A single unit providing complete, independent living facilities for one family including permanent provisions for living, sleeping, eating, cooking and sanitation.

(m) **EFFECTIVE DATE.** The date at which time this chapter was initially adopted, and any dates of amendments thereto, as adopted by City Council.

(n) **EQUIPMENT SUPPORT.** Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

(o) **FAMILY.** One or more persons related by blood, marriage, adoption or not more than four persons not related by blood, marriage or adoption, occupying a dwelling unit as a single-family unit.

(p) **GARBAGE.** The animal or vegetable waste resulting from handling, preparation, cooking and consumption of food.

(q) **HABITABLE ROOM.** A room or enclosed floor space used or intended to be used for living, sleeping or eating purposes; excluding bathrooms, toilet rooms, laundries, pantries, dressing rooms, storage spaces, foyers, hallways, utility rooms, heater rooms, boiler rooms, basement recreation rooms and areas used for kitchen purposes, the Zoning Inspector shall determine the portion of the floor area used for kitchen purposes and such portion, so determined, shall not constitute habitable floor area in determining the habitable floor area of a dwelling unit. The term **HABITABLE ROOM** shall be synonymous with the words **HABITABLE SPACE**.

(r) **INFESTATION.** The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.

(s) **OPENABLE AREA.** That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

(t) **OCCUPANT.** Any person who holds a written or oral lease of, or who actually occupies the whole or part of such building or land, either alone or with others, on a permanent basis. A person visiting the primary registered occupant(s) of a rental unit on a short term basis, and who otherwise holds effective, legal and permanent occupancy elsewhere shall not be considered to constitute an occupant of the property. However, any such person(s) that utilize the address of the rental unit in question in order to access city or community services that are otherwise reserved exclusively to the residents of the city shall be considered to be, and must qualify as, an occupant of the premises.

(u) **OPERATOR.** Any person who has charge, care or control of a structure or premises which is offered for occupancy.

(v) **OWNER.** Any person, legal entity or otherwise who holds fee simple title to the property. The person, legal entity or otherwise who is shown on the records of the Wood County Recorder to be the owner of the particular property shall be presumed to be the owner in control of that property; including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

(w) **PEST ELIMINATION.** The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serves as their food or water; by other approved pest elimination methods.

(x) **PREMISES.** A lot, plot or parcel of land, easement or public way, including any structures thereon.

(y) **PUBLIC WAY.** Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

(z) **RESIDENTIAL RENTAL UNIT.** A dwelling unit that is occupied by persons who are not the owners of that unit, or any currently unoccupied space that is designed or intended to be occupied by persons who are not the owners of the unit. If the unit is owned by a corporation or partnership and the occupier is less than 50% owner of the unit this Code shall apply.

(aa) **RUBBISH.** Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

(bb) **USE.** Any purpose for which a lot, building or other structure or a tract of land may be designated, arranged, intended, maintained or occupied; or any activity, occupation, business or operation carried on or intended to be carried on in a building, or other structure or on a tract of land.

(cc) **TOILET ROOM.** A room containing a water closet or urinal but not a bathtub or shower.

(dd) **WORKMANLIKE.** Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

(ee) **Zoning Inspector.** The person charged with the implementation and enforcement of this section of the Code, or his or her designee.

726.02 RENTAL REGISTRATION REQUIRED.

(a) There is hereby created a Residential **Rental Property Registration** System for the City of Rossford that requires landlords of residential **rental** property units located within the City to register each of their **rental** units. Rental units will be required to be renewed within thirty (30) days of any ownership has change and/or if the registration is otherwise revoked or voided as provided for under the relevant provisions of this chapter.

(b) Every landlord shall register with the City using a form provided for by the City and substantially similar to the form as provided in Exhibit "A". The form will be made available in written form or by such other means as are appropriate, so that landlords may easily register **rental** units.

(c) If the property owner or manager does not live within 35 miles of the City of Rossford the residential **rental** property shall have an authorized agent physically located within 35 miles of the City of Rossford. The purpose of the authorized agent is to serve as a contact who will be available twenty-four-hours-a-day, seven-days-a-week and to act as a registered agent in order to accept service on behalf of the owner. The owner of the rental is required to submit the name, address, contact information to the City administration on a "Designation of Agent Form" provided by the city.

(d) The initial **registration** period shall be from July 1, 2015 and ending on November 1, 2015.

(e) Application Fees. The following fees shall be remitted to the City along with the submittal of a completed application form:

- (1) Single – family dwelling \$50.00
- (2) Two – family dwelling \$35.00 per rental unit
- (3) Multiple Single and Two family dwellings \$100.00 for the +
first 3 dwellings and \$10.00 for every
dwelling unit in excess of the first
three
- (3) Multi-family dwelling \$100.00 for the first 3 dwelling
units and \$10.00 for every
dwelling unit over the first three.

In the event a landlord does not register a residential rental property that is in existence at the time of the passage of this Ordinance and within the time frame described herein, the applicable Application Fees described above shall be doubled.

(f) Following the initial **registration** period, landlords are required to update information with any change of occupancy. Any change in the **registration** information, including but not limited to a change in ownership, agent change or occupancy change must be updated by the filing of such amended **registration** information within thirty (30) days of the landlord's actual knowledge of the change in the information on a form provided for by the City, or the landlord will be subject to a penalty as more fully set forth in this chapter.

(h) Changes in manager or agent registration information per address shall have the following fees:

- (1) Single – family dwelling \$15.00 per address
- (2) Two – family dwelling \$15.00 per address
- (3) Multi-family dwelling \$15.00 per address

726.03 MAINTENANCE RESPONSIBILITIES.

(a) The owner(s), agent(s) or person(s) in charge of every residential rental unit or structure shall be responsible for the maintenance thereof in good repair and safe condition in compliance with the requirements of this chapter and the requirements established by the City administratively. The owner shall also be responsible for maintaining in a safe and sanitary condition the shared or common areas of the premises.

(b) The occupant(s) of a residential rental unit or premises shall be responsible for maintaining in a safe and sanitary condition that part of the unit and premises which he or she occupies and controls. In addition, such occupant shall be responsible for maintaining in a safe condition all equipment and appliances which he or she owns.

726.04 INTERIOR AND EXTERIOR INSPECTIONS REQUIRED

(1) An annual interior and exterior inspection of each rental unit shall be required in order to establish compliance with the minimum maintenance and safety standards that are specified herein and complete an Inspection form provided by the City. Multi-family rental complex are not required to submit an inspection of the interior rental units. Multi-family complex are required to an annual fire inspection of common areas, hallways, lobbies, etc. Multi-family buildings are required to file an exterior inspection report. The initial annual exterior inspection reports are to be filed by September 30, 2015. Commencing on January 1, 2016, All future annual exterior inspection reports will be required to be completed between April 1 and July 31 of each year.

The initial interior inspection reports for single and two family dwellings are to be filed in the first year between July 1, 2015 and May 31, 2016. All future interior inspection reports are to be filed on a biennial basis (every two (2) years) and during the period between June 1 and May 31 of the following year.

(2) Inspections shall be conducted by owner, manager, designated agent or contracted to a City of Rossford registered state certified inspector Any such private inspection agreement/program shall require, at a minimum, the following.

A. *ASHI certified inspectors required.* Inspections shall be performed by certified ASHI (American Society of Home Inspectors) home inspectors.

B. *City forms and inspection timelines required.* The results of all inspections shall be clearly documented on city supplied and/or approved inspection forms, and such inspections shall be in compliance with the timelines and criteria specified within this chapter. Any violation of this chapter that is disclosed in the course of the inspection of the premises in question shall be brought into compliance in accordance with the timelines established under the provisions of this chapter. Any unresolved violations shall be reported to the Zoning Inspector of the city so that enforcement proceedings can be commenced.

C. *Provision of completed inspection forms to the city.* Copies of all completed rental unit inspection forms, including any forms required by this Code relating to changes in occupancy or ownership, shall be provided to the City Zoning Department in a timely manner.

D. *Provision for city verification of compliance.* The city shall have the authority and discretion to verify compliance through the conduction of onsite inspections and/or through any other relevant means.

E. *Fee schedule inspection programs.* The following filing fees shall be remitted to the city along with completed inspection forms

- (1) Single – family dwelling interior inspection \$15.00
- (2) Single – family dwelling exterior inspection \$15.00
- (3) Two – family dwelling interior inspection \$15.00 per unit
- (4) Two –family dwelling exterior inspection \$15.00 per site
- (5) Multi – family dwelling interior fire inspection \$15.00 per bldg.
- (6) Multi – family dwelling exterior inspection \$15.00 per site

F. *Re-inspection fee.* The initial inspection and up to two re-inspections are included in the filing fee. However, if more than two re-inspections are required in the enforcement of these regulations, each subsequent inspection shall require a re-inspection filing fee of \$15.00.

726.05 SELF-CERTIFICATION INSPECTION PROGRAM.

(a) A rental housing property shall be placed in the self-certification inspection program if all of the following circumstances exist:

(1) After the last inspection conducted pursuant to this chapter, the inspector determines that either no violations exist on the property or the violations identified were abated within 30 days;

(2) The owner and local contact representative are in compliance with all applicable provisions of this chapter; and

(3) The property owner is not delinquent on any payment to the city of fees, penalties, taxes or any other monies related to the property.

(b) A rental housing property may be removed from the self-certification inspection program if any of the following circumstances occurs:

(1) A notice and order relating to the rental housing property is issued pursuant to the provisions of this code;

(2) The rental housing property is repeatedly in violation of this code or any other applicable law, even though the violations are abated within 30 days; or

(3) Any of the circumstances set forth in subsection (a) of this section cease to exist.

(c) Owners of rental housing properties that are in the self-certification inspection program, or their designees, shall certify each and every rental housing unit on the property at least once every calendar year and upon each change in tenancy on a form provided by and approved by the Zoning Inspector. Self-certification inspection shall be accomplished in the manner set forth below:

(1) Inspect (Interior and Exterior) each rental housing unit for compliance with the requirements of the self-certification (Interior and Exterior) form provided by the city;

(2) Immediately make any repairs to the rental housing unit that are necessary to achieve compliance with the requirements set forth in the self-certification inspection forms;

(3) Complete the self-certification forms; and

(4) Provide a copy of the completed self-certification forms to the occupants of the corresponding rental housing unit.

(d) If any rental housing unit cannot be self-certified because necessary repairs cannot or will not be made, the owner shall immediately notify the city with a plan (including time schedule).

(e) It shall be unlawful to falsify any material information required on the self-certification inspection forms.

726.06 THIRD PARTY INSPECTION REQUIRED.

When Self-Certification is not available to the property owner a home inspector that is registered with the City of Rossford will be required to perform both the exterior and interior inspections. Fees for the inspection service will be the responsibility of the property owner. The inspections will be required to be filed with the City on inspection forms provided by the City including the normal filing fee within thirty (30) days of the completion of the inspections accompanied with a written plan to correct any open issues.

726.07 NONEXCLUSIVITY/EXEMPTIONS.

(a) None of the inspection provisions contained in this chapter shall prohibit, condition or otherwise limit any inspection conducted pursuant to any other provision of this code or other applicable law.

(b) The following dwellings are exempt from the requirements of this Chapter:

(1) Single family dwellings that are occupied by members of the property owners' family;

(2) For two family dwellings, if the owner occupies one of the dwellings except that the owner is required to register the tenant as provided herein;

(3) Nursing homes;

(4) Hotel and motels;

(5) Dormitories;

(6) Group homes;

(7) Bed and breakfast inns; and

(8) Dwellings subject to inspections by another governmental agency.

726.08 ENFORCEMENT.

(a) Any person who violates the provisions of this chapter shall be guilty of a misdemeanor of the third degree.

(b) In addition to the criminal penalties set forth above, any person or entity that violates or fails to comply with the registration provision of this Chapter shall be subject to an administrative penalty of One Hundred Dollars (\$100.00) for each week the dwelling unit is not registered as provided in this Chapter.

(c) In addition to any criminal penalties that may be imposed, any person, or entity who violates or fails to comply with any other of the provisions of this code including, but not limited to, failure to submit annual exterior inspections, failure to submit biennial interior inspections, failure to identify an agent when required (within 35 miles), intentional submission of false information or failure to notify of occupant change, shall be subject to the following administrative penalties:

- (1) For a first offense, an administrative fine of \$100.00.
- (2) For a second offense, an administrative fine of \$500.00.
- (3) For a third offense, an administrative fine of \$1,000.00.

(d) In addition to any other remedy provided by law, the city may collect any fee, cost or charge imposed pursuant to this chapter that has not been paid within 45 days of notice thereof, by making the amount of the unpaid fee, cost or charge a lien against the rental housing property that is the subject of the fees, costs or charges by being placed on the tax duplicate.

(e) Owners of rental units are required to provide access and entry to their rental units to the Zoning Inspector at all reasonable times. Should the owner of said property fail to schedule an appointment within 30 days after having been notified of the need to do so by ordinary U.S. Mail or electronic mail sent to the address provided in their application, the Zoning Inspector shall select a date and time and order the owner to make the rental unit available for inspection. The owner shall be notified by ordinary U.S. Mail or electronic mail sent to the address provided in their application.

If the owner fails to provide access and entry to their rental unit on the date and time designated in the above fashion, a penalty of \$100.00 shall be imposed by the City Administrator against the owner for failing to make the rental unit available for inspection. Said penalty is in addition to any other penalties to which the owner may be subject to for violating this code.

(f) Should an owner schedule an appointment with the Zoning Inspector or his/her designee and seek to cancel said appointment but fail to do so by 9:00 a.m. of the day of the scheduled inspection, the City Administrator shall impose a penalty of \$25.00 against the owner.

The Zoning Inspector may then choose to schedule a new date with the owner or impose a time and date in the manner set forth in subsection (e) hereof. In either case, the City Administrator shall impose a \$100.00 fine against the owner if the rental unit is not made available for inspection on the next selected date and time.