

**ORDINANCE NO. 2012-09-03**

**AN ORDINANCE OF THE CITY OF BELLEVUE, KENTUCKY REPEALING AND REPLACING CHAPTER 156A OF THE MUNICIPAL CODE AND ESTABLISHING A NEW RENTAL LICENSE AND SAFETY INSPECTION PROGRAM.**

**WHEREAS**, the City of Bellevue, Kentucky (“City”) seeks to improve its housing code enforcement program to provide for licensing and periodic inspection of Rental Housing; and

**WHEREAS**, The City of Bellevue seeks to maintain quality Rental Housing; and

**WHEREAS**, substandard and deteriorated Rental Housing has a detrimental effect upon the stability of neighborhoods, is environmentally undesirable and therefore detrimental to City residents and to neighboring communities; and

**WHEREAS**, improving Rental Housing requires licensing and periodic inspection of Rental Housing to ensure that such premises conform to applicable laws; and

**WHEREAS**, in order to provide for such needed licensing and periodic inspection of Rental Housing, this ordinance establishes a licensing and residential health and safety rental inspection program to protect occupants from substandard housing and to maintain neighborhood stability and to provide for an environmentally desirable community for all residents; and

**NOW THEREFORE**, the City Council of the City of Bellevue, Kentucky, does ordain as follows:

**SECTION 1. BELLEVUE MUNICIPAL CODE CHAPTER 156A REPEALED AND REPLACED.**

Chapter 156A of the Municipal Code is deleted in its entirety and the following Municipal Code Chapter 156A entitled "RENTAL LICENSE AND SAFETY INSPECTION PROGRAM" is hereby inserted in its place and stead, as follows:

**SECTION 2. PURPOSE AND SCOPE.**

(A) The purpose of this Chapter is to establish a rental licensing program in order to promote health and safety standards for rental properties, to protect tenants from substandard housing and to maintain neighborhood stability. These standards relate to the condition, maintenance and occupancy of Rental Units and are intended to insure that Rental Housing is safe, sanitary, and suitable in accordance with all Applicable Laws.

(B) This Chapter applies to all Rental Units within the City. This Chapter shall not apply to an Owner occupied dwelling unit.

### **SECTION 3. DEFINITIONS.**

The following words and phrases, whenever used in this chapter shall be construed as defined in this section:

(A) "Applicable Laws" includes, but is not limited to, the City's Housing Code (International Property Maintenance Code as revised and adopted), the City Zoning Ordinance, other City ordinances, and other statutes or regulations relating to the health or safety of housing, residents, occupants, or the general public.

(B) "Building Official" means the City of Bellevue Code Enforcement Officer or his designee.

(C) "City" means the City of Bellevue, Kentucky.

(D) "Deficiency" means any failure by a Rental Unit subject to this chapter to comply with Applicable Laws.

(E) "Occupant" means an individual, partnership, corporation or association, and/or agent of any of them, lawfully residing in a Rental Unit.

(F) "Owner" means collectively the owner of record title of a Rental Unit as shown on the last equalized assessment roll, and/or such Owner's authorized agent.

(G) "Rent" means, a payment of an amount fixed by contract, agreement, or lease, made by a tenant at specified intervals in return for the right to occupy or use the property of another.

(G) "Rental Housing" means, collectively, all Rental Units within the City.

(H) "Rental License" means a license issued by the City pursuant to this Ordinance.

(I) "Rental Unit" means any rented residential or commercial structure or space within the City being rented or leased.

(J) "Unit Unavailable for Rent" means a Rental Unit whose Owner has filed with the Building Official a statement signed under penalty of perjury in accordance with administrative regulations adopted pursuant to this chapter which statement provides that such Rental Unit is not offered or available for rent as a Rental Unit, and that prior to offering or making available such Rental Unit for rent as a Rental Unit, the Owner will apply for a Rental License for such Rental Unit pursuant to this chapter and any applicable administrative regulations adopted pursuant to this chapter.

**SECTION 4. APPLICABILITY AND EXCEPTIONS.**

The provisions of this chapter shall apply to all Rental Units, except, however, that the provisions of this chapter shall not apply to:

(A) Owner occupied Rental Units.

(B) Rental Units that are owned, operated or managed by a government agency other than the City or which are exempt from municipal regulation pursuant to state or federal law or regulations, but only so long as such government ownership, operation or management or exemption from municipal regulation continues in effect.

**SECTION 5. COMPLIANCE AND LICENSING REQUIREMENT ADDITIONAL TO OTHER OCCUPATIONAL/BUSINESS LICENSE REQUIREMENTS.**

Every Owner of a Rental Unit must separately comply with both the occupational/business license requirements of the City and the requirement to obtain a Rental License under this Chapter.

**SECTION 6. RENTAL LICENSE REQUIRED AND PROHIBITION.**

No Owner or other person shall offer for Rent or otherwise allow to be occupied via leasehold any Rental Unit unless the Owner has first obtained a Rental License under the terms hereof. No tenant shall occupy any Rental Unit that has not been issued a Rental License.

Owners of all Rental Units existing at the time of passage of this Ordinance shall apply for and obtain a Rental License within six months of the effective date of this Ordinance, and thereafter thirty (30) days prior to a property being converted to a Rental Unit or being converted to include a Rental Unit. Any Owner desiring to offer for Rent any Rental Unit shall make a yearly application to the Building Official for a Rental License. All applications shall be made on the forms prescribed by and provided by the Building Official. Upon payment of the associated fee and following an initial inspection and the cure of Deficiencies as provided hereby if any, the Building Official shall issue a Rental License authorizing the Owner to offer for Rent the identified Rental Units.

One Rental License shall be issued for each Rental Unit. A purchaser of any existing Rental Unit shall make an initial written application of the Building Official for a Rental License within Ninety (90) days of the purchase.

The City shall have authority to exercise its regulatory powers hereunder, including the power to issue, deny, renew, revoke and suspend any Rental License if the Applicable Laws are not met.

**SECTION 7. RENTAL LICENSE FEE.**

The annual Rental License Fee shall be Forty (\$40) Dollars for each Rental Unit. All fees received hereunder shall be used to support and pay for the RENTAL LICENSE AND SAFETY INSPECTION PROGRAM and shall not be used for the general fund or other purposes.

**SECTION 8. RENTAL LICENSE STANDARDS.**

These minimum standards and conditions shall be satisfied in order to obtain a valid Rental License. Failure to comply with any of these standards and conditions shall be adequate grounds for the denial, refusal to renew, revocation or suspension of any Rental License;

- (1) Owner shall have paid the required annual fee of \$40 per Rental Unit.
- (2) Owner shall have submitted a complete application on the forms required by the City.
- (3) Owner shall have submitted a complete self-inspection on the form required by the City.
- (4) The Rental Unit must not then be in violation of any Applicable Laws or delinquent on any City ad valorem tax or assessment.
- (5) The Rental Unit must pass an inspection by the Building Official as provided in Section 11 herein.

**SECTION 9. VACATING RENTAL UNIT UPON EXPIRATION OR REVOCATION.**

If any Rental License has been denied, revoked, suspended or has failed to be applied for or is not renewed, then the Building Official shall issue an order that the Rental Unit be vacated, giving the Occupants thereof a reasonable time to arrange for new housing, not to exceed ninety (90) days. Any Rental Unit so vacated shall not be re-Rented until a new Rental License is properly obtained.

**SECTION 10. LICENSE EXPIRATION.**

Every such license shall be valid for one (1) year and expire April 15 of each year. The Rental License is nontransferable and any change in ownership shall require a new license.

**SECTION 11. INSPECTIONS.**

Prior to the issuance of a Rental License or within five years of the application, all Rental Units shall be inspected for compliance with Applicable Laws. The Owner shall provide access for inspection within ten working days of the Building Official's request. The Building Official

in his sole discretion may require inspections by other County or City agencies or departments, including, but not limited to, the applicable health or fire departments.

The Building Official shall provide the Owner with written notice of each Deficiency disclosed by the initial inspection pursuant to this Chapter. A Rental License may not be issued until Deficiencies disclosed by inspection pursuant to this chapter are corrected. Rental Units shall be subject to re-inspections and fees for such re-inspection as set forth herein.

If any Owner or Occupant refuses access for inspection, then the Building Official shall not then conduct the inspection but may pursue any and all available legal remedies, including but not limited to requesting or obtaining a search warrant from an appropriate court.

#### **SECTION 12. VOLUNTEER INSPECTION REQUESTS.**

Nothing in this chapter shall be construed to prohibit an Owner from voluntarily requesting an inspection pursuant to this chapter to determine whether a Rental Unit complies with Applicable Laws, even though such inspection may not be required pursuant to this chapter. Any Rental Unit inspected under this section shall not be inspected again for five (5) years.

#### **SECTION 13. PROMULGATION OF RULES AND REGULATIONS.**

The Building Official shall have authority to issue and promulgate such rules and regulations deemed needed for the administration of this Ordinance, provided such rules and regulations are not inconsistent with the provisions herein.

#### **SECTION 14. REMEDIES NOT EXCLUSIVE.**

The remedies provided herein are not to be deemed exclusive and do not supersede or affect the legal rights and remedies provided under other law.

#### **SECTION 15. DETERMINATION OF NONCOMPLIANCE AND NOTICE.**

If the Building Official determines that any Rental Unit fails to meet the licensing standards and conditions set forth herein, he/she shall mail a notice to the Owner (“Noncompliance Notice”). The Noncompliance Notice shall be deemed sufficient if sent by regular first class mail to the Owner at the address specified in the last license application filed with the City. A copy of the Noncompliance Notice shall also be conspicuously posted on the Rental Unit. The Noncompliance Notice shall specify the reasons for the Rental Unit’s failure to meet the required Applicable Laws and shall include a copy of any inspection report, if applicable.

The Noncompliance Notice shall indicate that the Owner has thirty (30) days in which to correct the deficiency specified therein, after which time action may be taken to deny, refuse to renew, revoke or suspend the Rental License. However, upon written request, the Building Official may grant an extension of the period for compliance where the work or other correction has been delayed despite good-faith compliance efforts and where such extension presents no immediate threat to the health and safety of the Occupants of the Rental Unit.

The Owner shall, within the time period specified in the Noncompliance Notice, correct all Deficiencies specified therein. If the Owner fails to correct all Deficiencies in the time period specified in the Noncompliance Notice, then the Rental License may be revoked and the Occupants therein ordered to vacate the premises pursuant to the Suspension and Revocation provision of this Ordinance specified in Section 16 below.

## **SECTION 16. SUSPENSION/REVOCAION PROCEDURES.**

If after a Noncompliance Notice has been sent and the required remediation period provided in Section 15 has expired, the Building Official determines or has probable cause to believe that the Rental Unit still fails to comply with any of the Applicable Laws or any other provision set forth herein, the Building Official may request the revocation or suspension of any Rental License issued hereunder, after Notice to the holder and upon a hearing as hereinafter provided.

(A) Notice: The Building Official shall mail, both certified and regular, a notice of any request for revocation or suspension of the Rental License (“Suspension Notice”). In the event that the certified mail is returned unclaimed, the Suspension Notice shall then be conspicuously posted on the building. The Suspension Notice shall contain the following information:

(1) That the Building Official has determined that the Rental Unit fails to comply with the Applicable Laws or any other provision set forth herein, indicating the specific reasons for such failure, including copies of applicable inspection reports or Noncompliance Notices sent to the Owner which have not been remedied. The Suspension Notice shall be delivered to the tenant of each Rental Unit and shall also be conspicuously posted on the Rental Unit.

(2) That the Owner has failed to take appropriate remedial action.

(3) That the Building Official has referred the matter to the Code Enforcement Board with the recommendation to revoke or suspend the Rental License who shall have the final determination.

(4) The date, time and place for the hearing before the Code Enforcement Board.

(5) That after any revocation or suspension, the Rental Unit shall not be reoccupied or Rented until sufficient proof has been provided to the Building Official that all violations are corrected and the Rental License reinstated or reissued.

(B) Hearing: The Code Enforcement Board created under Chapter 35.90 et seq. of the Bellevue Code of Ordinance shall be designated as the body authorized to conduct hearings on recommended suspension or revocation of any Rental License and shall have the power to render a final decision and order with regard thereto and to do any and all other acts as necessary to fulfill the purposes of this ordinance.

(C) Decision and Appeal: The decision of the Code Enforcement Board shall be reduced to writing and shall be considered final. The written decision shall be mailed to the Owner by both regular and certified mail. Any aggrieved party to a decision thereof may appeal the same, within thirty (30) days of the date of the issuance thereof, to the Campbell District Court.

#### **SECTION 17. REINSTATEMENT FEE.**

An additional fee of Forty Dollars (\$40.00) must accompany any application for reinstatement of any Rental License revoked or suspended. The reinstatement fee shall be in addition to the any prior Rental License fee imposed herein. Such fee however shall not apply to a Rental Unit(s) condemned because of destruction by an act of God or casualty for which the Owner is not responsible. The Building Official may waive the reinstatement fee or any portion thereof.

#### **SECTION 18. PENALTIES.**

(1) Any person who shall violate a provision of this Ordinance shall, upon conviction thereof, be subject to a fine of not less than Ten Dollars (\$10.00) nor more than Five-Hundred Dollars (\$500.00) or imprisonment for a term not to exceed 180 days, or both, at the discretion of the court. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(2) The City shall also have the right to seek civil injunctive relief against any person(s) who rent(s) any Rental Unit in the absence of a valid Rental License and to recover the litigation costs and attorney fees incurred by the City therein.

#### **SECTION 19. ANNUAL REVIEW AND REPORT.**

The Building Official shall conduct an annual review of the program established by this ordinance and shall submit an annual report to the Bellevue City Council.

#### **SECTION 20. IMMEDIATE HEALTH AND SAFETY THREATS.**

Nothing in this ordinance shall limit the City's ability to inspect Rental Units and issue citations for property-related conditions that may constitute an immediate health or safety threat.

**SECTION 21. SEVERABILITY.**

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of this ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council of the City of Bellevue hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

**SECTION 22. PUBLICATION AND READING BY SUMMARY.**

This ordinance may be read and published in summary form.

**SECTION 23. EFFECTIVE DATE.**

This Ordinance shall become effective upon passage, approval and publication according to law.

ATTEST:

\_\_\_\_\_  
Edward Riehl, Mayor

\_\_\_\_\_  
Mary H. Scott, City Clerk

1st Reading: \_\_\_\_\_

2nd Reading: \_\_\_\_\_

Publication: \_\_\_\_\_