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ORDINANCE NO. 8840

AN ORDINANCE OF THE CITY OF LAWRENCE, KANSAS, REPEALING EXISTING CHAPTER VI, ARTICLE 13 AND ENACTING, IN ITS PLACE, CHAPTER VI, ARTICLE 13 OF THE CODE OF THE CITY OF LAWRENCE, KANSAS, 2013 EDITION, AND AMENDMENTS THERETO, REGULATING RESIDENTIAL RENTAL PROPERTY WITHIN THE CITY.

WHEREAS, it is the goal of the Governing Body of the City of Lawrence, Kansas, that all persons renting, leasing, subleasing, or letting dwelling units within the City have a habitable and safe place to live and that residential rental property comply with all applicable building, land development, fire, and property maintenance codes of the City;

WHEREAS, it is the goal of the Governing Body of the City of Lawrence, Kansas, to prevent and remediate housing conditions that adversely affect the life, safety, general welfare, and health, including the physical, mental, and social well-being, of persons occupying residential rental property;

WHEREAS, it is the goal of the Governing Body of the City of Lawrence, Kansas, to enforce certain minimum standards for the maintenance of residential rental property, thus preventing blighted conditions;

Isn't this already city code? and isn't this already city code for ALL HOUSING,

WHEREAS, it is the goal of the Governing Body of the City of Lawrence, Kansas, to prevent the overcrowding of residential rental properties by requiring that each dwelling unit comply with the occupancy limits established for the applicable zoning district;

WHEREAS, it is the goal of the Governing Body (Code enforcement office) of the City of Lawrence, Kansas, to promote the availability of affordable housing (How does this ordinance promote the availability of affordable housing?) in the City, to preserve the value of land and structures in the City and, ultimately, to protect and to foster the City's tax base;

WHEREAS, the Governing Body has determined that it can achieve each of those goals through the licensing and inspection of residential rental property within the City.

BE IT, THEREFORE, ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAWRENCE, KANSAS:

SECTION 1. Existing Chapter VI, Article 13, of the Code of the City of Lawrence, Kansas, 2013 Edition, and amendments thereto, is hereby repealed in its entirety, it being the intent of the Governing Body that Section 2 of this Ordinance supersede it.

SECTION 2. Chapter VI, Article 13, of the Code of the City of Lawrence, Kansas, 2013 Edition, and amendments thereto, is hereby enacted:

ARTICLE 13. RESIDENTIAL RENTAL PROPERTY

6-1301 PURPOSE.

The Governing Body finds that, in order to advance the health, safety, and welfare of the residents of the City of Lawrence, Kansas, it is necessary to regulate certain activities, including the renting, leasing, subleasing, or letting of residential rental property within the City.

How is the city going to regulate the renting, leasing, subleasing or letting of any property? Other than the licensing does the city want to write leases and subleasing agreements? This wording is not correct. AND WHAT DOES THIS HAVE TO DO WITH LIFE SAFETY???

6-1302 DEFINITIONS.

The following words, terms, and phrases, when used in this Article, shall, except where the context clearly indicates otherwise, have the following meanings:

- (a) **"Code Official"** shall mean the Code Enforcement Officer, anyone fulfilling the duties of the Code Enforcement Officer on either a temporary or permanent basis, or any designee of the City Manager, the Director of the Department of Planning and Development Services, or the Code Enforcement Officer.
- (b) **"Dwelling Unit"** shall mean one room, or a suite of two or more rooms, designed for or used for living and sleeping purposes and having only one kitchen.
- (c) **"Let"** shall mean to provide or to offer for possession or Occupancy a Dwelling Unit to a person, who is not the Owner thereof, for no consideration.
- (d) **"Licensee"** shall mean any Owner licensed by the City under this Article to Rent or Let a Dwelling Unit.
- (e) **"Occupancy"** shall mean residing or sleeping at a Dwelling Unit the majority of a person's time.
- (f) **"Owner"** shall mean the individual or individual(s), natural or corporate, in possession of lawful title to real property. As used in this Article, Owner may also include any authorized agent of the possessor of lawful title to real property.

(g) **"Premises"** shall mean a lot, or contiguous lots, together with all buildings, structures, and appurtenances existing thereon.

(h) **"Re-inspection"** shall mean any subsequent inspection conducted for the purpose of verifying that any violations reported during an initial inspection have been corrected and that the Residential Rental Property is compliant with applicable building, land development, fire, and property maintenance codes of the City.

(i) **"Rent"** shall mean to provide or to offer for possession or Occupancy a Dwelling Unit to a person, who is not the Owner thereof, for consideration, pursuant to a written, oral, or implied agreement.

(j) **"Resident Agent"** shall mean any person or business entity, however organized, appointed by an Owner, who shall be responsible for compliance with this Ordinance and who shall have the authority to receive communications, service of process, summons, notices, and other legal process in behalf of the Owner.

(k) **"Residential Rental Property"** shall mean any Premises, having one or more Dwelling Units that are Rented or Let, whether for consideration or not, to one or more Tenants.

(l) **"Tenant"** shall mean any person, other than the Owner thereof or his or her immediate family, who occupies a Dwelling Unit.

6-1303 **RENTAL LICENSE REQUIRED.**

(a) No Owner shall Rent or Let to another person, or other persons, who are not members of the Owner's immediate family (related by blood, marriage, or adoption), whether or not for consideration, a Dwelling Unit located on Residential Rental Property within the City without first obtaining from the Department of Planning and Development Services a Rental License for each Dwelling Unit.

(b) In the case of multiple Owners of any Dwelling Unit subject to this Article, it shall be deemed sufficient for any one of the Owners to have obtained a Rental License for the Dwelling Unit.

6-1304 **RENTAL LICENSE FEES.**

(a) All Owners obtaining a Rental License under this Article shall pay an annual Rental License Fee. The Rental License Fee shall be due at the time of application or renewal. The Rental License Fee shall not be prorated or refunded upon denial, suspension, or revocation of a Rental License.

(b) Recognizing that the costs to the City of registering Residential Rental Properties containing multiple Dwelling Units decrease on a per unit basis as the number of Dwelling Units increases, the City shall assess Rental License Fees according to the following schedule:

- (i) 1-50 Dwelling Units: \$10.00 per Dwelling Unit.
- (ii) 51-100 Dwelling Units: \$500.00 or \$9.00 per Dwelling Unit, whichever amount is more.
- (iii) 101-150 Dwelling Units: \$900.00 or \$8.00 per Dwelling Unit, whichever amount is more.
- (iv) 151 or more Dwelling Units: \$1,200.00 or \$7.00 per Dwelling Unit, whichever amount is more.

6-1305 RENTAL LICENSE APPLICATION.

Application for a Rental License shall be made to the Department of Planning and Development Services on a form provided by the Department for that purpose. In addition to paying the Rental License Fee, the Owner shall acknowledge that he or she is familiar with the occupancy limit for the zoning district in which the Residential Rental Property is located, as established in Chapter 20 of the City Code, and shall affirm that he or she agrees to comply with those terms as well as all applicable building, land development, fire, and property maintenance codes of the City. In addition, the Owner shall complete the application in full, in writing, and shall provide the following information:

- (a) The address of the Dwelling Unit and the approximate date of its construction.
- (b) The Owner's name, address, telephone number, cellular telephone number, and e-mail address.
- (c) (1) If the Owner has a local address, within forty miles of the City, then he or she MAY appoint a person or management company, also within forty miles of the City, to serve as his or her Resident Agent by checking the appropriate box and by providing the name, company name, if any, address, e-mail address, telephone number, and cellular telephone number of the Resident Agent. Any Resident Agent appointed by the Owner shall have actual authority to receive communications, service of process, summons, notices, and other legal process in behalf of the Owner.
- (2) If the Owner does not have a local address, within forty miles of the City, then he or she MUST appoint a person or management company, located within forty miles of the City, to serve as his or her Resident Agent by checking the appropriate box and by providing the name, company name, if any, address, e-mail address, telephone number, and cellular telephone number of the Owner's resident agent. Any Resident Agent appointed by the Owner shall have actual authority to receive communications, service of process, summons, notices, and other legal process in behalf of the Owner.
- (d) A statement as to whether the Dwelling Unit is Section 8 housing or other subsidized housing and, if so, the date of its most recent inspection.

(e) The Owner's signature and the date of the application.

6-1306 RENTAL LICENSE ISSUANCE; DENIAL.

(a) The Code Official shall review each application for a Rental License. Within five business days of the application, the Code Official shall approve the application and shall issue to the Owner a Rental License, unless:

(1) The application is incomplete; or

(2) The application is determined to be fraudulent, to include a material misrepresentation, or to contain a false statement.

(b) If the application is determined to be deficient because it is incomplete under Section 6-1306(a)(1), including the failure to pay the Rental License Fee, the Code Official shall give notice to the Owner and permit the Owner fourteen (14) days therefrom within which to provide a completed application.

(c) If the application is denied under Section 6-1306(a)(2), or the Owner has failed to complete the application within the fourteen-day period of Section 6-1306(b), then the Code Official shall deny the application by giving Notice of Denial to the Owner or any Resident Agent. Notice of Denial shall be in writing, shall be mailed to the Owner or any Resident Agent, shall inform the Owner of the reason for denial, and shall state that the Owner has fourteen (14) days from the date of the Notice of Denial in which to file with the Department of Planning and Development Services any written Notice of Appeal in accordance with Section 6-1317.

(d) The Code Official shall maintain a copy of the Notice of Denial in his or her files.

6-1307 RENTAL LICENSE APPEARANCE; MAINTENANCE.

(a) The Rental License shall be on official City of Lawrence, Planning and Development Services, letterhead and shall include the License number, the name of the Licensee or any Resident Agent, the address of the Dwelling Unit, and the expiration date of the Rental License.

(b) The Rental License shall be maintained by the Licensee on the Premises, if possible, or at the Licensee's principal place of business, and shall be made available to any Tenant of the Dwelling Unit or to the Code Official upon request. **Why wouldn't the code official have access to copy of the license?**

6-1308 RENTAL LICENSE DURATION.

Unless revoked in the interim, the Rental License shall be valid from the time that it is issued until midnight of its next Expiration Date, which shall be in accordance with the following schedule:

Let's make sure we're not placing Landlords/Tenants in conflict
with Tenant/Landlord Act.

There should be no rental inspections conducted from MID JULY to END OF AUGUST. Due to the typical rental turnover time of mid July and mid August it creates an unfair situation for the majority of landlords/managers who are dealing with repairs and maintenance during tenant changeover. During this time period landlords/managers are at the mercy of contractors to get work completed before and after new tenants move in. Landlords and managers could potentially be unfairly charged with violations that previous tenants may have caused and that the landlords/managers have not had an opportunity to repair due to limited contractor/maintenance availability due to turnovers. This is also an extremely busy time as well due to state law that requires that security deposit itemizations and refunds must be sent to previous tenants within 30 days of vacating the property. These itemizations and refunds cannot be completed until all repairs are completed and invoiced or until estimates for repairs can be received by landlord/manager. If the paperwork is not returned in a timely manner state law requires that tenants receive 1.5 times the security deposit returned to tenants.

If landlord/owner has inspections during this time period it creates a huge disadvantage to the landlord/owner who has not had an opportunity to return their property back to optimal condition.

This is also NOT a good time for any public hearings regarding rental registration or changes to any rental registration ordinances.

Registration Name Begins With:	Expiration Date:
A, B	January 31
C, D	February 28
E, F	March 31
G, H	April 30
I, J	May 31
K, L	June 30
M, N	July 31
O, P, Q	August 31
R, S	September 30
T, U	October 31
V, W	November 30
X, Y, Z	December 31

6-1309 RENTAL LICENSE RENEWAL.

(a) In order to retain a Rental License for a Dwelling Unit, the Licensee must renew the Rental License on an annual basis. At least four weeks before a Rental License expires, the Code Official will mail to a Licensee or any Resident Agent a renewal Notice. To renew a Rental License, the Licensee must, BEFORE the Expiration Date set forth on the Rental License: (1) remit to the City the appropriate Rental License Fee and any Inspection Fee that may be due

pursuant to Section 6-1311; (2) return the renewal stub to the Department of Planning and Development Services; and (3) the Dwelling Unit must have, unless otherwise exempted by this Article, have passed its most recent inspection.

(b) There shall be assessed a \$5.00 late fee per Dwelling Unit for any Licensee who fails to renew his or her license BEFORE the Expiration Date and seeks to renew his or her Rental License after that date.

6-1310 INSPECTIONS.

(a) In accordance with Section 6-1310(b), unless otherwise exempted by the terms of this Article, every Residential Rental Property shall be inspected by the Code Official approximately every three (3) years according to a schedule established in Regulations promulgated by the City Manager under Section 6-1323(a). If a Residential Rental Property is scheduled to be inspected during the ensuing year, then the Department of Planning and Development Services shall notify the Owner/Licensee at the time of licensing or at the time of renewal. It shall be the obligation of the Owner/Licensee to pay the Inspection Fee at the time of application or renewal. It shall also be the obligation of the Licensee to contact the Department of Planning and Development Services during that year to schedule an inspection. Failure to schedule and complete an Inspection shall be grounds for revocation of a Rental License or denial of a Renewal Rental License.

There is absolutely no wording in this ordinance regarding the "CONSENT TO ENTER FORM" that is currently included in notice for rental inspection. Within the last 6 months this document has been included and requires the landlord/property manager to have the tenant sign and have a witness sign that they are allowing a Code Enforcement officer to enter the property.

THIS SHOULD BE HANDLED BY THE CITY. It should not be a requirement for landlord/manager to ask tenants to sign a document that allows a city staff person to enter their HOME.

If the city wants to do a rental inspection of a property then it should be the responsibility of the city to ask for permission to enter, especially if the city plans to get a court order for a search warrant to enter to do the inspection.

(b) The Code Official shall inspect 10%, rounded up to the next whole number, or not more than fifteen (15) of the Dwelling Units located on a Residential Rental Property. If a Major Violation, as that term is defined in Regulations promulgated by the City Manager, is discovered on the Residential Rental Property, then the Code Official may immediately inspect an additional 10%, rounded up to the next whole number, of the Dwelling Units located on a Residential Rental Property. The costs for any additional inspections shall be assessed to the Licensee at \$50 per Dwelling Unit.

(c) Residential Rental Property that qualifies as New Construction or as Major Reconstruction, as those terms are defined in Regulations promulgated by the City Manager under Section 6-1323(a), shall be exempt from Inspection for a period not to exceed six (6) years commencing on the date the Residential Rental Property passes its final building inspection. Residential Rental Property that qualifies as New Construction and Major Reconstruction must, upon completion of the construction or renovation, register each Dwelling Unit and obtain a Rental License for each Dwelling Unit in accordance with this Article.

6-1311 INSPECTION FEES; ADMINISTRATIVE FEES.

(a) Except as may otherwise be provided, the Inspection Fee shall be \$50.00 per Dwelling Unit inspected. The Inspection Fee shall be remitted to the City ONLY in the year that the Dwelling Unit is scheduled for Inspection in accordance with Section 6-1310. The Inspection Fee shall be paid at the same time as the Rental License Fee or Renewal License Fee.

(b) Any Licensee that fails to appear for a scheduled Inspection or Re-inspection or any Licensee that refuses consent at a scheduled Inspection shall be charged an Administrative Fee of \$25.00 per Dwelling Unit that was scheduled for Inspection. A scheduled Inspection or Re-inspection may be rescheduled with no less than seven (7) day's prior notice to the Code Official.

(c) Any subsequent Re-inspection, required after the initial Re-inspection, shall be charged a Re-inspection Fee of \$50.00 per Dwelling Unit re-inspected.

6-1312 INCENTIVE.

As an incentive to Licensees, if the Code Official reports an average of five (5) or fewer Minor Violations, as that term is defined in Regulations promulgated by the City Manager, per Dwelling Unit inspected on any Residential Rental Property, then the Residential Rental Property shall not be scheduled for an inspection under Section 6-1310 for a period of six (6) calendar years. (Such exemption shall not apply to any inspection made as the result of a complaint within that exempted period). Any Residential Rental Property found to have one or more Major Violations or averaging more than five (5) Minor Violations per Dwelling Unit inspected shall not qualify for the incentive.

6-1313 RIGHT OF ENTRY.

Absent exigent circumstances, whenever it is necessary to make an Inspection or to enforce any provisions of this Article, or whenever the Code Official has reasonable suspicion that there exists on any Residential Rental Property subject to this Article, any condition or violation that makes such Residential Rental Property unsafe, dangerous, hazardous, or a public nuisance,

the Code Official shall have the right to enter the Premises or any Dwelling Unit thereon, at all reasonable times to inspect the same or to perform any duty imposed by this Article, provided that such entry is made in accordance with the law. **KANSAS LANDLORD TENANT LAW STATES VERY CLEARLY THAT LANDLORDS MUST GIVE TENANTS REASONABLE NOTICE!!!! How can the city not be expected to comply? Where are the tenant rights? What if the tenant is NOT RESPONSIBLE for the unsafe condition?** If any Residential Rental Property is occupied, then the Code Official shall first attempt to make contact with the occupant, **Why would the landlord or landlords agent not be contacted???** present proper credentials, and request entry. If the Residential Rental Property is unoccupied, the Code Official is unable make contact with the occupant, or the Code Official is denied consent to enter, then the Code Official shall have the right to seek entry by way of an administrative search warrant or by any other lawful means. **AND WHO IS GOING TO LET THE CODE ENFORCEMENT OFFICER INTO THE PROPERTY???** **IS THE CITY PLANNING ON PAYING A LOCKSMITH TO ENTER THE PROPERTY OR IS THE PLAN TO JUST BREAK DOWN THE DOOR??** **A Landlord/Agent would be in direct violation of KS Landlord/tenant law if they were to unlock the door to a property and allow entry without tenant consent, this sets up the landlord/agent for a major lawsuit by tenant(s), and many of the student tenants in this city have parents who are attorneys!!!! THIS SECTION NEEDS A MAJOR CLARIFICATION REGARDING ENTRY!!! Will search warrant be served on landlord/agent?**

6-1314 **VIOLATIONS.**

(a) Failure to comply with any provision of this Article shall be deemed a violation hereunder;

What if the violation is caused by tenant(s)?

(b) Any violation of one or more of the following ordinances shall, for the purposes of this Article, be a violation of this Article:

- (i) Building Code (Chapter 5, Article 2)
- (ii) Residential Code (Chapter 5, Article 3)
- (iii) Electrical Code (Chapter 5, Article 4)
- (iv) Plumbing Code (Chapter 5, Article 5)
- (v) Mechanical Code (Chapter 5, Article 6)
- (vi) Existing Building Code (Chapter 5, Article 9)
- (vii) Fire Code (Chapter 8, Article 2)

(c) Any violation of one or more of the following ordinances shall, for the purposes of this Article, be deemed to be the maintenance of a public nuisance and shall be a violation of this Article

what if the items below are tenant violations????

Noise Ordinance (Sections 14-413, *et seq.*)

(ii) Anti-litter Ordinance (Chapter 14, Article 1) **what does this have to do with life safety?**

(iii) Disorderly House Nuisance Ordinance (Chapter 14, Article 11) **life safety????**

(iv) Property Maintenance Code (Chapter 9, Article 6)

(v) The Land Development Code (Chapter 20) **life safety???**

(d) Violations of the foregoing shall, in Regulations promulgated by the City Manager under Section 6-1323, be classified as Major Violations or Minor Violations.

6-1315 OCCUPANCY LIMITS.

(a) Occupancy limits for Dwelling Units in each zoning district are established at Section 20-601(d) of the City Code.

(i) For the purposes of this Section, (A) children of a Tenant are not included in the Occupancy count and (B) a person shall be deemed to be living in a Dwelling Unit if he or she resides or sleeps at a Dwelling Unit a majority of that person's time.

(b) Exceeding the Occupancy Limits shall, for the purposes of this Article, be deemed to be the maintenance of a public nuisance and a violation of this Article.

6-1316 NOTICE OF VIOLATION.

Any Licensee maintaining a public nuisance or Residential Rental Property that is otherwise in violation of Section 6-1314, 6-1315, or 6-1323(b) shall be sent a Notice of Violation. The Notice of Violation shall be served on the Licensee or Resident Agent by hand-delivery, by electronic mail, or by first class mail addressed to the Licensee or any Resident Agent. The Notice of Violation shall state:

(a) The condition that has caused the alleged Violation(s);

(b) Whether the alleged Violation is a Major Violation or a Minor Violation, as those terms are defined in Regulations promulgated by the City Manager;

(c) Whether the Code Official seeks: (1) remediation; (2) to place a Licensee on probation, or to extend a pre-existing probationary period, or (3) to revoke the Rental License; and

(d) That the Licensee has fourteen (14) days from the date of the Notice of Violation to appeal the Notice of Violation by filing with the Department of Planning and Development Services a written Notice of Appeal in accordance with Section 6-1317.

By state law tenants are required to receive a 14/30 day notice to remedy any lease violations. The section above does not allow landlord time by law to remedy any existing violations caused by tenants.

6-1317 **APPEAL.**

(a) Any Owner/Licensee aggrieved by the action of the Code Official in issuing a Notice of Denial or Notice of Violation shall have the right to appeal that action to the Building Code Board of Appeals. Such appeal shall be taken by filing with the Department of Planning and Development Services a Notice of Appeal within fourteen (14) days of the date of the Notice of Denial or Notice of Violation. The Notice of Appeal shall be in writing and shall set forth in sufficient detail why the Owner/Licensee believes that the Notice of Denial or Notice of Violation was issued erroneously. After the Notice of Appeal is filed, the Building Code Board of Appeals shall set a time and place for a public hearing. Notice of Hearing shall be given to the Owner/Licensee in the same manner as the Notice of Denial or Notice of Violation. To prevail on appeal, the Licensee must prove that it is more probably true than not true that the Notice of Denial or Notice of Violation was issued erroneously. If it fails to take formal action at the public hearing, the Building Code Board of Appeals shall, no later than thirty days after the public hearing, issue its final order, which shall be transmitted to the Licensee or any Registered Agent in the same manner as the Notice of Denial or Notice of Violation.

(b) There shall be a \$25.00 Docketing Fee due and payable at the time that any Notice of Appeal is filed.

(c) The filing of a timely Notice of Appeal under Section 6-1317(a) shall stay any enforcement action under this Article until the Building Code Board of Appeals has issued its final order.

(d) The decision of the Building Code Board of Appeals shall be the final decision of the City. Any Owner/Licensee aggrieved by a final decision of the Building Code Board of Appeals shall have the right, in accordance with state law, to appeal that decision to the District Court of Douglas County, Kansas.

6-1318 **PROBATION.**

The Code Official or, in the case of an appeal from a Notice of Violation, the Building Code Board of Appeals, shall have the authority to place a Licensee on probation. The purpose of

probation is to provide the Licensee a reasonable time to remediate any condition or conditions that create(s) a public nuisance or cause(s) a violation of this Article. Probation may be conditioned to include reasonable reporting requirements, a reasonable time period to remediate violations, or other reasonable requirements necessary to bring the Residential Rental Property into compliance with the City Code. Failure to successfully complete any and all conditions of probation shall be grounds for revocation of a Rental License.

6-1319 REVOCATION.

The Code Official or, in the case of an appeal from a Notice of Violation, the Building Code Board of Appeals, shall have the authority to revoke a Rental License. In making that determination, the Code Official or the Building Code Board of Appeals shall take into account the severity of the alleged violation and all other relevant mitigating and aggravating circumstances, including, but not limited to whether or not the Licensee has had other revocations or convictions under this Article. Any revocation shall be effective for a minimum of two (2) years and no subsequent Rental License shall be issued for the Dwelling Unit in question until it is inspected by the City Official and found to be in compliance with all applicable codes. If, within the two-year revocation period, there is a legitimate change of ownership of the Dwelling Unit and the Dwelling Unit is inspected by the Code Official and found to be in compliance with all application codes, the Department may issue a Rental License for a Dwelling Unit before the expiration of the two-year revocation period.

6-1320 UNLAWFUL ACTS.

(a) It shall be unlawful for any person to rent, lease, sublease, or let to another person, or other persons, who is not a member of the Owner's immediate family (related by blood, marriage, or adoption), whether or not for consideration, a Dwelling Unit located within the City without first obtaining from the Department of Planning and Development Services a Rental License.

(c) It shall be unlawful for any Owner to Rent or Let Residential Rental Property in violation of Section 6-1314(a), (b) or (d).

(c) It shall be unlawful for any Owner to maintain Residential Rental Property as a public nuisance by violating any of the ordinances listed at Section 6-1314(c).

(d) It shall be unlawful for any Owner to knowingly violate Section 6-1315.

(e) It shall be unlawful for any Tenant living in a Dwelling Unit subject to this Article to be in violation of Section 6-1315. For the purposes of this section, "living in a Dwelling Unit" shall mean residing or sleeping at the Dwelling Unit a majority of the person's time. **How is the tenant going to be held responsible. What is the consequence to the tenant? It is not uncommon for boyfriend/girlfriend to have their own place yet they practically live at boyfriend/girlfriends house/apartment. HOW IS LANDLORD TO KNOW?**

6-1321 MUNICIPAL OFFENSE.

Engaging in any of the unlawful acts set forth at Section 6-1320 shall be a separate municipal offense. Any person violating a provision of Section 6-1320 of this Article shall, upon an adjudication of guilt or the entry of a plea of no contest, be subject to a minimum fine of \$500.00 and a maximum fine of \$2,500.00 for each unlawful act. The municipal court judge shall have no authority to suspend all or any portion of the minimum fine. The municipal court judge shall also have the authority to order any person, upon adjudication of guilt or the entry of a plea of no contest hereunder, to comply with the terms of this Article. **So is the city attorney/legal department going to go into the business of doing evictions? and the actual monitoring to ensure that the "additional tenant" moves out?**

6-1322 GROUNDS FOR TERMINATION OF MUNICIPAL UTILITY SERVICES.

If, upon application by the Code Official and after a public hearing, the Governing Body finds, by Resolution, that continued occupancy or habitation of Residential Rental Property that is in violation of the provisions of this Article shall constitute a hazard to the public health, safety, and welfare and that the City's provision of water, sanitary sewer, and sanitation services is reasonably related to the ability to occupy or inhabit said Residential Rental Property, then the Governing Body shall direct the Code Official to serve a Certified Copy of the Resolution on the Owner/Licensee, any Resident Agent, and any Tenant(s) of the Residential Rental Property. After the Resolution is served, the Code Official shall have the authority to proceed with the disconnection of City water, sanitary sewer, and sanitation services at said Residential Rental Property. Disconnection of City services may only be ordered if the Governing Body finds specifically that disconnection of City services is necessary to deter occupation or habitation in a structure in which the public health, safety, or welfare is harmed or endangered by continued occupancy or habitation of the Residential Rental Property.

How much time will the city allow for tenants to move out of what is considered a hazardous property.. an hour? a day? 10 days? It is a direct violation of KS Landlord/Tenant law to shut off utilities to tenants. If this is going to occur then an explanation needs to be put into the ordinance of how this does not violate Ks. Landlord/Tenant law.

6-1323 REGULATIONS.

(a) In order to protect the health, safety, and welfare of the community, the City Manager or his or her designee shall have the power to promulgate reasonable Administrative Regulations governing Rental Licenses and Inspections. Any Regulations promulgated in accordance with this Article shall be dated and shall be available for inspection by the public at the City Clerk's Office during reasonable business hours. A Licensee shall receive a copy of the Regulations at the time of the issuance of Rental License(s) or the renewal of Rental License(s).

(b) The Licensee shall comply with all Regulations promulgated by the City Manager or is or her designee in accordance with this Article. Failure to comply with the regulations shall be deemed a violation of this Article under Section 6-1314.

6-1324 **REVIEW OF FEES.**

The Governing Body shall, from time to time, at its discretion, review the Rental License Fees, Inspection Fees, and Fines of this Article and shall adjust them as may be necessary to fulfill the goals of this Article.

6-1325 **EXEMPTIONS.**

The provisions of this Article shall not apply to the following:

(a) Dwelling Units occupied solely by the Owner, solely by the Owner and the Owner's immediate family (related by blood, marriage, or adoption), or solely by the Owner's immediate family (related by blood, marriage, or adoption).

(b) In the case where the Owner is not a natural person, Dwelling Units occupied solely by a principal of the Owner or solely by the principal of the Owner and that person's immediate family (related by blood, marriage, or adoption).

(c) Bed and Breakfasts, as that term is defined at Section 20-1763(2).

(d) Campgrounds as that term is defined at Section 20-1763(1).

(e) Group Homes or Adult Care Homes, as those terms are defined at Section 20-1701.

(f) Assisted Living, as that term is defined at Section 20-1701.

(g) Extended Care Facility, Dependent Living Facility, or Nursing Care Facility, as those terms are defined at Section 20-1701.

(h) Extended Stay Lodging, as that term is defined at Section 20-1701.

(i) Greek Housing, including fraternity houses and sorority houses, as that term is defined at Section 20-1701. **Why are these houses not regulated? Are they regularly inspected by the city for hazards? Fire inspections excepted.**

(j) Hotels or motels.

(k) Owners of Section 8 housing, or other housing subsidized by the State or the United States, that is regularly inspected as part of the subsidy program and is being rented, leased, subleased, let, or otherwise being lived in by persons other than the Owner, must register each such Dwelling Unit and obtain a Rental License therefor in accordance with this Article. However, Owners of qualifying Dwelling Units are exempt from paying the Rental

License Fee under Section 6-1304 for qualifying Dwelling Units and such Dwelling Units are exempt from Inspections under Section 6-1310.

SECTION 3. If any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance.

SECTION 4. After passage, approval, and publication, as provided by law, this ordinance shall be in full force and effect, commencing January 1, 2014.

PASSED by the Governing Body of the City of Lawrence, Kansas, this ____ day of September, 2013.

APPROVED:

Michael Dever
Mayor

ATTEST:

Jonathan M. Douglass
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Toni R. Wheeler
City Attorney

NOTICE TO PUBLISHER

I say we only inspect those items that deal with life safety... Furnace, Hot Water Tank, GFCI in Wet Areas, Electric Panel Box + Cover, smoke detectors.

Mike Amgx

City of Lawrence
Residential Rental Licensing
Administrative Compliance Procedures

Subject Rental Licensing Administrative Procedures	Applies to: Planning and Development Services	
Effective Date ??????	Revised Date	
Approved By City Manager	Total Pages: 3	Policy Number AP-?????

1.0 Purpose and Scope

To establish administrative enforcement procedures regarding residential rental property standards found in Chapter 6, Article 13 of the Code of the City of Lawrence, Kansas, 2013 Edition and amendments thereto.

2.0 Licensing Schedule in First Year

A. Ordinance No. 8840 became effective January 1, 2014, requiring all rental units regulated by the ordinance to be licensed. Staff will use several methods to ensure that rental properties are licensed, including, but not limited to, reviewing utility bill address against owner address; online, newspaper, and onsite rental ads; etc. In order to provide for an efficient way to license all of the units, the following schedule will be employed during the first year of licensing units.

1. 1st Quarter – Owner/Licensee name begins with A, B, C, D, E, F, G, or H
2. 2nd Quarter – Owner/Licensee name begins with I, J, K, L, M, N, O, P or Q
3. 3rd Quarter – Owner/Licensee name begins with R, S, T, U, V, W, X, Y, or Z

3.0 Inspection Schedule

1. Residential Rental Properties participating in the RS-based program prior to the January 1, 2014 date of program expansion to all units city-wide will maintain their current inspection schedule, though the month of required inspection may change per the schedule set forth in Ordinance No. 8840. These properties will be eligible to qualify for the incentive-based schedule

at their next regularly scheduled inspection.

2. The initial inspection of Residential Rental Properties first licensed after the January 1, 2014 effective date of the program expansion to all units city-wide, will be conducted based generally on the following schedule as resources allow:

1. Year 1 – Licensee name begins with A, B, C, D, E, F, G, or H
2. Year 2 – Licensee name begins with I, J, K, L, M, N, O, P or Q
3. Year 3 – Licensee name begins with R, S, T, U, V, W, X, Y, or Z

1. Residential Rental Properties licensed after the first year of program expansion to all units city-wide will be incorporated into the above schedule as they enter the program.
2. Upon licensing a Residential Rental Property, said property will be inspected on a 3-year cycle, regardless of whether a change in name or owner has occurred, unless the Residential Rental Property qualifies for the incentive, at which time the Residential Rental Property will be inspected on a 6-year cycle. If a property becomes ineligible for the Incentive as an outcome of an inspection, be it scheduled as part of the program or completed due to a complaint, the property will be placed in the 3-year cycle.
3. In the year where a property is required to be inspected, the license will not be renewed until the property passes inspection.

4.0 Inspection Procedures

A. During the exterior and interior inspection of a rental Dwelling Unit, inspection staff will determine if the violation(s) cited fall into the category of a minor or major violation. The lists of minor and major violations below have been established to provide staff and Licensees a general guide as to how violations will be categorized. These lists of violations are not meant to be all inclusive. Inspection staff can and will use discretion when determining when a minor violation could become a major violation.

B. The list of Potential Tenant Based Violations below is a guide for determining violations that may be caused by tenants. While compliance with the code is ultimately the responsibility of the Owner, if evidence suggests that the violation is caused by a tenant, then the violation will not be included in calculating the potential to receive the incentive as outlined in Section 6-1312 of the City Code and staff will have discretion to pursue compliance of such violations directly with the tenants.

EXACTLY HOW will tenants be forced to comply??

MINOR VIOLATIONS: **NON LIFE SAFETY ISSUES ARE STRUCK THROUGH**

- ~~BBQ grill on deck~~ ^{un enforceable} **UNENFORCEABLE UNLESS IN USE**
- ~~Upholstered furniture on a deck or unenclosed porch~~
- ~~Bathroom ventilation fan is inoperable~~
- ~~Clogged drains~~
- ~~Cracked window~~
- ~~Dirty Furnace and/or filter~~
- ~~Doors (interior) that do not fit in jamb, or are damaged~~
- ~~Electrical panel has open port or missing cover~~
- ~~Extension cords used for permanent power source~~
- ~~Exterior door that does not provide weather tight fit~~

· Fungus that is most likely mold that is located on walls, ceilings, or floors (small area), **How is this determined and at whose cost?**

· GFCI receptacles need replaced or installed in wet areas, bathrooms and/or kitchens

· ~~Grass or weeds in violation of the city's weed ordinance~~

· Handrail for stairs (interior and exterior) needs to be installed or repaired

· ~~Inadequate exterior storm drainage~~

· ~~Plumbing fixture leaks~~

· ~~Deadbolt lock(s) need to be installed on exterior doors that otherwise have a non-deadbolt lock~~

· Receptacles that are improperly wired *MISSING COVERS*

· Receptacles and/or light switches with ~~missing or broken covers~~

· Temperature and pressure relief valve drain pipe on water heater missing or inadequate

· Clothes washer receptacle not grounded or not GFCI protected

· Smoke detector(s) inoperable

· ~~Vehicle that is not properly tagged or inoperable~~

· Windows that are not fixed, but do not open

· ~~Missing or damaged window screens when required by the code~~

· ~~Wood rot of exterior wood on siding, trim, window sills or other structural exterior elements (small or single area)~~

· ~~Yard has trash, debris or exterior storage~~

· **what is considered illegal exterior storage?**

MAJOR VIOLATIONS:

· ~~Occupancy violation~~

· ~~Land use violation of the Land Development Code (Chapter 20 of City Code)~~

· ~~Backed up sanitary sewer line~~

· Ceiling height requirement not met in habitable rooms as defined by code (*Grandfathered?*)

· Combustion "makeup" air requirement not met for gas furnace and/or water heater

· Missing or inoperable lock on exterior doors

· ~~Dryer not vented to exterior or improperly vented~~

· Egress requirement not met for bedrooms

· Electrical wiring that is exposed, frayed or faulty as defined by code

· Fire escape from 3rd story or higher not in place when required by code

· Fungus that is most likely mold that is loc, ceilings, or floors (large or multiple areas)

· Furnace or water heater flue that is loose or disconnected

· Gas fired furnace and/or water heater not properly vented

· Heating facilities not provided in a habitable space or current heating facilities are inoperable, operating in an unsafe condition, or incapable of maintaining 68 degrees in habitable rooms

· ~~Bedroom and living room size requirements not met~~

· Smoke detectors not present

· ~~Leaking roof~~

· Structural deficiencies that affect the structural integrity of ceiling, walls, flooring, etc.

· Water heating facilities inoperable or inadequate

· ~~Window broken or missing~~

· Windows within 6 ft. of grade with missing or inoperable locks

· ~~Wood rot of exterior wood on siding, trim, window sills or other structural exterior elements (large or multiple areas)~~

POTENTIAL TENANT BASED VIOLATIONS:

· Occupancy violation

· Upholstered furniture on a deck or unenclosed porch

- Backed up sanitary sewer line
- Smoke detectors inoperable due to missing batteries
- BBQ grill on deck
- Broken, cracked or missing window
- ~~Ceiling/wall hole(s)~~
- Extension cords used for permanent power source
- ~~Grass or weeds in violation of the city's weed ordinance~~
- ~~Vehicle that is not properly tagged or that is inoperable~~
- ~~Missing or damaged window screens when required by the code~~
- ~~Yard has trash, debris or exterior storage~~

YARD TRASH IS BLIGHT...ORDINANCE IN PLACE TO TAKE CARE OF THIS...ONCE AGAIN WHAT IS THE EXTERIOR STORAGE VIOLATION IN DETAIL?

5.0 New Construction and Major Reconstruction

A. Section 6-1310 of City Code exempts new and newly renovated Residential Rental Property from inspection for a period not to exceed six (6) years, though the properties must be licensed upon completion. The following defines the terms "New Construction" and "Major Reconstruction" as it applies to this code section.

B. New Construction shall mean any building or structure built entirely new including foundation, walls, and all other components of a building or structure.

C. Major Reconstruction shall mean a renovation in which four or more Primary Building Systems of a building or structure undergo at least a 50% replacement within a 12-month period. Primary Building System is defined as: (1) HVAC; (2) electrical; (3) interior walls and/or exterior structural walls and windows; (4) roofs and ceilings; (5) plumbing; and/or (6) foundation and foundation walls.

6.0 Exemptions

A. In addition to the exemptions noted in Section 6-1325 of the City Code, any and all housing associated with a use categorized as a Religious Assembly, as those uses are defined in Chapter 20 of the City Code, that is/are located on the property of the Religious Assembly use and used for said purposes is/are also exempt from the provisions of Article 13. Rental Dwelling Units that are owned by a religious institution but located off the property of the Religious Assembly use and/or not used for said purposes are not exempt from Article 13 of the City Code.