

**CITY OF AURORA ORDINANCE 2017-001**

**AN ORDINANCE FOR THE CREATION OF A RENTAL REGISTRATION AND INSPECTION PROGRAM**

**Be it ordained that Title 9 of the Aurora City Code of Ordinances shall hereby be amended to add Chapter 99 as follows:**

**RENTAL REGISTRATION AND INSPECTION PROGRAM**

**Sections:**

- 99.010 Title.**
- 99.020 Definitions.**
- 99.030 Safe and habitable premises.**
- 99.040 Annual registration.**
- 99.050 Inspection.**
- 99.060 Penalties for violation.**

**99.010 Title.**

This Chapter shall be known as the "Rental Registration and Inspection Program" of the City of Aurora, Indiana.

**99.020 Definitions.**

The following definitions shall apply in the interpretation and enforcement of this Chapter. Words in the singular shall include the plural, and words in the plural shall include the singular.

"Inspection certificate" means a certificate issued by the Code Enforcement Official or his / her designee which documents that a rental unit has passed inspection and the owner is permitted to rent or lease the unit.

"Inspection officers" shall mean the following persons, working separately or together, who shall enforce the provisions of this Chapter:

1. The City Code Enforcement Official or his / her designee.
2. The Fire inspector, Fire Chief or other designated officer.
3. The County Health Officer, or his / her designee.

"Occupant" means any person, living, sleeping, cooking, or having physical or actual possession of a rental unit.

"Owner" means one or more persons in whom is vested all or part of the legal title to property. The term includes a mortgagee or contract purchaser in possession.

"Person" means an individual, a corporation, an association, a partnership, a governmental entity, a trust, an estate, or any other legal or commercial entity.

“Registration fee” means the amount paid to the Code Enforcement Official or his / her designee when registering a rental unit with the City.

Rental Unit. As used in this Chapter, “rental unit” refers to:

Any grounds, facilities, or area promised for the intended use of multi-family and / or multi-unit residential occupancy, within the City, including the following:

- a. A boarding house, with 2 dwelling units or more
- b. A rooming house, with 2 dwelling units or more
- c. A mobile home space, with 2 dwelling units or more
- d. A single- or two- or more family dwelling, with 2 dwelling units or more

“Rental Unit Community” means one or more parcels of contiguous real property upon which are located one or more structures containing rental units, if:

1. The combined total of all rental units in all of the structures is five or more rental units; and
2. The rental units are not occupied solely by the owner or the owner’s family.

“Unsafe building” means a building or structure, or any part of a building or structure, that is:

1. In an impaired structural condition that makes it unsafe to a person or property;
2. A fire hazard;
3. A hazard to the public health, which may involve any condition that impedes or affects others, including the welfare of a minor / child;
4. A public nuisance;
5. Dangerous to a person or property because of a violation of a statute or ordinance concerning building condition or maintenance;
6. Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance; or
7. Otherwise in violation of state or City unsafe building laws.

“Unsafe premises” means the tract of real estate on which an unsafe building is

located.

**99.030 Safe and habitable premises.**

An owner must maintain the rental unit in a safe and habitable manner. Accordingly, the owner must ensure that a rental unit:

A. Is not in an unsafe building.

B. Is in compliance with all rules, regulations, ordinances, statutes, or other laws including, but not limited to:

1. The City of Aurora unsafe building ordinance;
2. The State of Indiana Unsafe Building Law;
3. State and City fire codes;
4. State and City building codes;
5. National, state, and local electric codes;
6. Any other rule, regulation, statute, or other law relating or pertaining to the safety or habitability of a residential or rental property.

C. Is safe and habitable with respect to:

1. Electrical supply and electrical systems;
2. Plumbing and plumbing systems;
3. Water supply, including hot water;
4. Heating, ventilation, and air conditioning equipment and systems;
5. Bathroom and toilet facilities;
6. Doors, windows, stairways, and hallways;
7. Functioning smoke detectors; and
8. The structure in which a rental unit is located.

**99.040 Annual registration.**

A. Registration Form. The Code Enforcement Official or his / her designee shall prepare a form for an owner of a rental unit to complete ("registration form"). The registration form shall require information including, but not be limited to: name of owner, address of rental unit, mailing address for owner or owner's representative, e-mail address (if applicable), phone number, number of units that owner rents, and verification that the landlord will update any and all

information within 30 days of any change, including those involving changes to the occupancy and / or number of rental units. The Code Enforcement Official or his / her designee may amend the registration form from time to time as appropriate and/or necessary.

B. Annual Registration and Fee. An owner of rental unit in the City shall complete a registration form and pay an annual \$5.00 registration fee ("registration fee") for each parcel of real property on which a rental unit is located. The registration form and the registration fee shall be submitted to the City Code Enforcement Official or his / her designee. The registration forms for all existing rental properties in place at the time of adoption of this Ordinance shall be submitted on or before July 1, 2017. In all other cases, registration forms shall be submitted within thirty (30) days of the establishment of the new rental property. The annual registration fee for all existing rental properties in place at the time of adoption of this Ordinance shall be due on or before July 1, 2017. In all other cases, the annual registration fee shall be due by June 1 of each year.

C. Rental Unit Community Exception. Notwithstanding the provisions of subsection B of this section, an owner of a rental unit community will only be obligated to complete one registration form and to submit a single registration fee per each rental unit community.

D. Obligation to Update Information. The owner of a rental unit will be required to update its registration form within 30 days of any change in address, change in ownership, change in occupant, or any other material changes thereto. Failure to do so will result in a violation of this Chapter.

E. Initial Registration. All current owners shall submit an initial registration form and a registration fee for any and all existing rental units by June 1. Thereafter, any owner shall have 30 days from obtaining ownership in a rental unit and/or leasing a rental unit to register that rental unit with the City and to submit the registration fee.

F. Rental Registration and Inspection Fund. The City council hereby establishes a special fund which shall be known as the "rental registration and inspection fund" dedicated solely to reimbursing the costs actually incurred by the City relating to the registration and inspection of rental units as provided in this Chapter. All registration fees required hereunder shall be deposited in that special fund.

#### **99.050 Inspection.**

A. Inspections Authorized. The inspection officers are authorized and directed to make inspections to determine the condition of rental units located within the City.

1. The inspection officers are authorized to enter, examine and survey, at all reasonable times, any and all rental units. The owner or the owner's representative, and/or occupant of every rental unit, shall give the inspection officer free access to such rental unit and its premises at all

reasonable times for the purpose of such inspection, examination and survey, provided, however, that such inspection officer has, prior to entry thereof, positively identified himself or herself as a person authorized pursuant to this Chapter to enter upon said premises. At the time of each inspection, all pets must be controlled so that the inspection officer can move about the dwelling and surrounding property.

2. The owner or the owner's representative and the occupant shall be entitled to 72 hours' written notice from the inspection officer prior to conducting the inspection, examination or survey. In the event that the owner, or the tenant if occupied, refuses to allow the inspection officer to conduct the inspection, the inspection officer shall apply for a warrant to make the inspection in accordance with IC 36-7-9-16.

3. This provision shall not be construed to limit or restrain the right of the inspection officer to make an inspection of any other building or premises pursuant to any of the provisions of IC 36-7-9-1 et al. or the City's ordinances concerning unsafe buildings or unsightly premises.

B. Inspection At Least Once Every Five Years. Every rental unit operated and maintained in the City shall be inspected by the Code Enforcement Official or his / her designee at least one time every five years ("routine inspection"). The routine inspection shall be made to ascertain that the facility conforms to all requirements of this Chapter, any other ordinance of the City, and all statutes of the state of Indiana regarding such facilities.

C. Exemption to Routine Inspection. Pursuant to IC 36-1-20-4.1(c), except as provided in subsection D of this section, the City may not conduct a routine inspection of a rental unit or impose a fee pertaining to the inspection of a rental unit, if the rental unit satisfies all of the following:

1. The rental unit is:

a. Managed by a professional real estate manager; or

b. Part of a rental unit community that is managed by a professional real estate manager.

2. During the previous 12 months, the rental unit has been inspected or is part of a rental unit community that has been inspected by either of the following:

a. By or for:

i. The United States Department of Housing and Urban Development, the Indiana Housing and Community Development Authority, or another federal or state agency; or

ii. A financial institution or insurance company authorized to do business in Indiana.

b. By an inspector who:

i. Is a registered architect;

ii. Is a professional engineer; or

iii. Satisfies the qualifications of the City's Code Enforcement Official or his / her designee such that the inspector would qualify as an inspection officer.

c. However, the inspector may not be the owner of the property, a relative of the property owner, or an employee of the owner.

d. The City shall be informed of any and all inspections described in subsection (C)(2)(a) and (b) of this section and shall be provided the opportunity to attend and observe said inspections. Inspection reports associated with inspections described in subsection (C)(2)(a) and (b) of this section shall be provided to the City within thirty (30) days of inspection by the third party.

3. A written inspection report of the inspection under subsection (C)(2) of this section has been issued to the owner of the rental unit or rental unit community (as applicable) that verifies that the rental unit or rental unit community is safe and habitable with respect to:

a. Electrical supply and electrical systems;

b. Plumbing and plumbing systems;

c. Water supply, including hot water;

d. Heating, ventilation, and air conditioning equipment and systems;

e. Bathroom and toilet facilities;

f. Doors, windows, stairways, and hallways;

g. Functioning smoke detectors; and

h. The structure in which a rental unit is located.

4. The inspection report issued under subsection (C)(3) of this section is delivered to the City Code Enforcement Official or his / her designee on or before the date of the scheduled inspection.

D. Additional Inspections. In addition to the routine inspection that will occur once every five years, the City may inspect any rental unit, if: 1) the City receives a formal written complaint; or 2) the City has reason to believe—as a result of an emergency, police, or fire response and / or a complaint received

by another agency related to the general health, safety, and welfare associated with the unit—that the rental unit does not comply with applicable code requirements, so long as the City provides 72 hours' written notice as provided in subsection (A)(2) of this section. (Fees are set forth in subsection F.)

E. Access. Every occupant of a rental unit shall give the owner thereof or the owner's representative access to any part of such dwelling or rental unit or its premises at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this Chapter.

F. Inspection Fees. For any routine, single inspection that occurs during the five (5) year term set forth in subsection B (earlier in this Section), the City shall charge the owner of the rental unit a base fee of \$125.00 ("inspection fee") for each building, along with an additional \$25.00 fee for each unit. Failure to pay the inspection fee within 30 days of receiving notice of a required inspection shall result in a violation of this Chapter. However, in the case of a rental unit that meets the requirements for an exemption under subsection C of this section, the City may not impose any inspection fee pertaining to the inspection of that rental unit. If a complaint is received and verified for a rental unit after the City's routine, single inspection has occurred, the City shall charge the owner of the rental unit a prorated portion of the base \$125.00 fee, as noted herein:

1. Within first 12 months of routine, single inspection: \$25 inspection fee for initial inspection and 1 follow-up to verify compliance; \$125 inspection fee for additional inspections
2. Within 12-24 months of routine, single inspection: \$50 inspection fee for initial inspection and 1 follow-up to verify compliance; \$125 inspection fee for additional inspections
3. Within 24-36 months of routine, single inspection: \$75 inspection fee for initial inspection and 1 follow-up to verify compliance; \$125 inspection fee for additional inspections
4. Within 36-48 months of routine, single inspection: \$100 inspection fee for initial inspection and 1 follow-up to verify compliance; \$125 inspection fee for additional inspections
5. After 48 months of routine, single inspection: \$125 inspection fee

G. Inspection Certificate. The Code Enforcement Official or his / her designee shall issue to the owner of every registered and inspected rental unit an inspection certificate as proof that the unit passed inspection. The inspection certificate shall be valid until the next inspection.

H. Violation Notice. If an inspection officer finds that a rental unit or any part thereof fails to comply with any standard set forth in this Chapter, any other ordinance of the City of Aurora, or any statute of the state of Indiana, he or she shall give notice of the alleged violation to the owner of the rental unit (the "violation notice"). The violation notice shall be in writing and shall reasonably describe the violation found. The violation notice shall further specify the date by which the violation must be corrected.

I. Service of Violation Notice. The violation notice shall be served upon the owner or the owner's representative, and the occupant of the rental unit. The violation notice may be served by any of the following methods:

1. Sending a copy of the violation notice by registered or certified mail to the address of the owner and/or occupant as reflected on the registration form;
2. Delivering a copy of the violation notice personally to the person to be notified; or
3. Leaving a copy of the violation notice at the address of the owner and/or occupant as reflected on the registration form.
4. In the event that service cannot be obtained by foregoing methods, the alternate means of service described in IC 36-7-9-25 may be used.

J. Curing Violations. A rental unit that the inspection officer finds to be unsafe or uninhabitable shall be repaired so that it meets acceptable standards within 15 days of the violation notice. Any other violations shall be repaired within 30 days of the violation notice. Failure to cure a violation shall result in a violation of this Chapter. The City Code Enforcement Official or his / her designee may extend the period for cure for good cause.

K. Re-inspection. Upon termination of the applicable notice period as provided in subsection J of this section, the City may re-inspect the property and charge an inspection fee for any and all such re-inspections, after the first, initial "re-inspection"—which may be pro-rated (as set forth in subsection F) based on the level of the necessary inspection involved. For inspections requiring significant time and / or staff resources, a full \$125 inspection fee will be assessed.

L. Complaints. It shall be unlawful for any person to willfully file a complaint alleging a violation of this Chapter with knowledge that the complaint is false in any material respect. A violation of this subsection constitutes the false reporting of a crime in violation of this Chapter, as well as other applicable City and State statutes or codes, and is subject to litigation measures, including prosecution. In addition to the criminal remedies provided herein, the City is hereby authorized to pursue legal actions against any person who knowingly makes a false complaint, who upon conviction shall be liable for the City's actual costs of inspection resulting from such complaint.

#### **99.060 Penalties for violation.**

Failure to register a rental unit shall subject the violating party to a fine not to exceed \$100. Each day that a violation continues shall constitute a separate offense.

Any and all other violations of any provision of this Chapter shall subject the violating party to a fine not to exceed \$500.00, in consideration of, and



coordination with IC 36-1-20-6. Each day that a violation continues or remains uncured shall constitute a separate offense.

**All other provisions of Title 9 shall remain unchanged and in full force and effect if not amended hereby.**

**ORDAINED, AMENDED AND PASSED THIS 1<sup>st</sup> DAY OF MAY, 2017, IN ACCORDANCE WITH APPLICABLE STATUTES BY THE COMMON COUNCIL OF THE CITY OF AURORA, INDIANA, UPON THE VOTE AS FOLLOWS:**

**VOTE:**

	<u>For:</u>	<u>Against:</u>
John Borgman	<u>John Borgman</u>	_____
Mark Drury	<u>Mark Drury</u>	_____
Terry Hahn	<u>Terry Hahn</u>	_____
Patrick Schwing	<u>Patrick Schwing</u>	_____
Joseph Turner	<u>Joseph Turner</u>	_____

So approved this 1<sup>st</sup> day of May, 2017.

Donnie Hastings, Jr.  
Donnie Hastings, Jr., Mayor

So adopted by majority vote of the common council, and approved by the mayor, this 1<sup>st</sup> day of May, 2017.

Benjamin Turner  
Benjamin Turner, Clerk Treasurer

FOR DISCUSSION ONLY  
CITY OF AURORA, INDIANA