

ORDINANCE NO. 1701

AN ORDINANCE OF THE CITY OF AMORY, MISSISSIPPI ESTABLISHING REGULATIONS TO LICENSE, INVENTORY, INSPECT, RENTAL PROPERTIES FOR THE HEALTH, SAFETY, AND WELFARE OF THE CITIZENS OF AMORY.

PREAMBLE

WHEREAS, the City of Amory, Mississippi ("City") finds that certain of its residential neighborhoods could experience declining property values, a concomitant loss of City property tax revenue, and decline in health, safety, and quality of life due to a lack of inspection and preventive and ongoing maintenance for an increasing number of rental properties owned by absentee landlords;

WHEREAS, the City has received numerous complaints from residents regarding unabated nuisances and risks to health, welfare, and safety caused by poorly maintained rental properties in their neighborhoods, including single family homes, resulting in sanitation problems, traffic safety issues, environmental and health concerns, and code violations;

WHEREAS, the City finds and declares a compelling interest in establishing standards for licensing, inventorying, inspecting, and maintaining properties that are rented or leased for residential occupancy, in order to ensure decent, safe, and sanitary residential rental properties in the City and its residential neighborhoods;

WHEREAS, the City has a duty and need to enact regulations that established safe standards related to preventive and ongoing rental property maintenance, and enable the City to effectively license, inventory, inspect rental properties, in order to protect the overall health, safety, and welfare of the City's residents;

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes the City to Adopt ordinances with respect to the care, management, and control of its municipal affairs, property, and finances; and

WHEREAS, Section 21-19-25 of the Mississippi Code authorizes the City to Adopt codes by ordinance dealing with the general public health, safety, or welfare, or a combination of the same.

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NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF AMORY, MISSISSIPPI, THAT THIS ORDINANCE SHALL AMEND THE PREVIOUS ORDINANCES THAT GOVERN THE LICENSING, INSPECTION, MAINTENANCE OF RENTAL PROPERTIES WITHIN THE CORPORATE LIMITS OF THE CITY, AND SAID ORDINANCE SHALL HEREAFTER BE AS FOLLOWS:

1. TITLE

This Ordinance shall be known as the Rental Inspection and Property Licensing Act ("RIPLA") of the City of Amory, Mississippi.

2. PURPOSE

The purpose of RIPLA is to preserve and promote the public health, safety, and general welfare of the City's residents and of the public generally, and to assure the proper maintenance of the City's residential rental housing stock.

3. DEFINITIONS

- a. Apartment: A Dwelling Unit located in a Multiple – Household Dwelling for occupancy by one (1) Household, either rented or leased to the occupants.
- b. Boarding House: A building other than a Hotel or Motel where, for compensation and by prearrangement for definite periods, meals and /or lodging are provided for two (2) or more persons (other than legally related family members) on a weekly or monthly basis.
- c. Building Official: The City official designated by the Mayor and Board of Alderman to administer and enforce RIPLA, and such representatives as may be appointed by such City official.
- d. Certificate of Compliance: A Certificate issued pursuant to RIPLA by the Building Official to ensure that a Dwelling Unit is in conformance with the provisions of RIPLA.
- e. City: The City of Amory, Mississippi
- f. Condominium: An estate in real property consisting of an undivided interest in common of a portion of a parcel of real property, together with a separate interest in space in a residential building on such real property.
- g. Cooperative: A Multiple-Household Dwelling owned and maintained by the residents. The entire structure and real property is under common ownership, as contrasted to a condominium Dwelling where individual units are under separate individual occupant ownership.
- h. Dormitory: A residential building used as group living quarters for students of an institution of higher education, high school, middle school, or elementary school.
- i. Duplex: A detached residential building designed to be occupied by two (2) Households living independently of each other.
- j. Dwelling: A building, or portion thereof, that is designed and used for human habitation.
 - i. Dwelling, Single Household: A detached residential building designed for occupancy by one (1) household.
 - ii. Dwelling, Multiple-Household: A building or group of buildings, or portion thereof, that is occupied by two (2) or more Households occupying each unit independently of each other. The term "Multiple-Household Dwelling" shall be deemed to include Cooperatives, Duplexes, Timeshare Projects, Townhouses, and buildings containing Apartments and Condominiums. The provisions of RIPLA shall apply both to specific Rental Units and the Owners of such Rental Units, as well as to the home owners' association or similar entity that owns, operates, manages, or maintains the Premises and Dwelling, or any portion thereof.
- k. Dwelling Unit: A room or group of rooms occupied or intended to be occupied as separate living quarters for on (1) Household.
- l. Fraternity or Sorority House: A residential building used as group living quarters for students of an institution of higher education who are members of a club, social activity, or organization, whether officially recognized by or associated with such institution of higher education or not.

- m. Hotel or Motel: A building or group of building where lodging, food, and various personal services are provided for persons who are usually but not always transients for compensation.
- n. Household: One (1) person living alone, or two (2) or more persons living together as a single housekeeping unit, whether related to each other legally or not. The term "householder" shall be deemed to include domestic servants employed by such Household when such servants are on-premise residents. The term "Household" shall also be deemed to include groups occupying a Boarding House; Convent, Monastery, or other facility occupied by a religious order; Dormitory; Fraternity or Sorority House; Hotel or Motel; Rooming House; or similar Dwelling for group use that is not exempt under the provisions of RIPLA.
- o. Manage: (for purposes of this ordinance) To exercise control over the premises on behalf of the owner, including but not limited to the act of receiving and depositing, directing the deposit or otherwise exercising control over rent payments, whether or not any other manifestations of control are exercised.

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- p. Owner: Any Person that individually, jointly, or severally with others: (1) has legal or equitable title to any Premises, Dwelling, Dwelling Unit, or Rental Unit, with or without accompanying actual possession thereof; or (2) has charge, care, or control of any Premises, Dwelling, Dwelling Unit, or Rental Unit as agent of the Owner or as receiver, executor, administrator, trustee, or guardian of the estate of the beneficial Owner.
- q. Person: An individual, firm, association, organization, partnership, trust, company, corporation, or other legal entity. The term "Person" shall be deemed to include any agent, assignee, receiver, executor, administrator, trustee, or guardian thereof.
- r. Premises: A lot, plot, or parcel of land upon which a Dwelling is located, including any other structure thereon.
- s. Rental License: A license issued pursuant to RIPLA by the Building Official allowing a Person to own, operate, manage, or maintain a Single-Household or Multiple-Household Dwelling located in the City, which such Dwelling contains one (1) or more Rental Units.
- t. Rental Unit: A Dwelling Unit that is currently rented or leased to one (1) or more Tenants, at least one (1) of whom is not legally related to the Owner of such Dwelling Unit.
- u. Rooming House: A building where lodging only is provided for compensation to two (2) or more persons.
- v. Same Ownership: Ownership by the same individual, firm, association, organization, partnership, trust, company, corporation, or other legal entity; or ownership by different individuals, firms associations, organizations, partnerships, trusts, companies, corporations, or other legal entities; in which an associate, member, partner, trustee, or shareholder, or a member of his/her family, owns a legal or equitable interest in each firm, association, organization, partnership, trust, company, corporation, or other legal entity.
- w. Tenant: Any individual who occupies or has a leasehold interest in a Rental Unit under a lawful lease or rental agreement, whether oral or written, express or implied.
- x. Timeshare Project: A project in which a purchaser receives the right in perpetuity, for life, or for a term of years to the recurrent, exclusive use or occupancy of a Dwelling Unit, annually or on some other periodic basis, for a period of time that has been or will be allotted from the use or occupancy periods into which the project has been divided,

or a project in which a license or contractual or membership right of occupancy is not coupled with an estate in the real property.

- y. Townhouse: A Multiple-Household Dwelling constructed as a series or group of attached Dwelling Units with property lines separating each unit.

4. APPLICABILITY

- a. The regulations contained in RIPLA shall apply to all residential rental properties in the City except as provided herein.

5. COMPLIANCE STANDARDS

- a. **Obligation to comply.** The Owner of a Rental Unit in a Single-Household or Multiple-Household Dwelling located in the City shall be responsible for complying with each of the following:
 - i. The provisions of RIPLA
 - ii. All housing codes of the City, however titled or designated.
 - iii. Technical codes of the City in effect at the time building permits were issued for such Dwelling, including the building, electrical, plumbing, and mechanical codes.
 - iv. The zoning ordinance and the subdivision and environmental ordinances, codes and regulations of the City, including but not limited to the landscape ordinance.
 - v. State and federal housing laws and administrative regulations.
 - vi. Judicial and administrative decrees enforcing any of the provisions of RIPLA; the housing code, technical code, zoning code, and subdivision and environmental regulations of the city; and/or state and federal housing laws and administrative regulations.

6. INSPECTION AND CERTIFICATION

- a. Certificate of Compliance required. It shall be unlawful for any Person to own, operate, manage, or maintain a Rental Unit in a Single-Household or Multiple-Household Dwelling located in the City without a current and valid Certificate of Compliance having been issued for such Rental Unit. Any person owning, operating, managing, or maintaining more than one (1) such rental unit shall obtain a Certificate Compliance for each separate Rental Unit.
- b. Duration. A Certificate of Compliance shall expire upon the termination of the rental agreement or lease governing the Rental Unit for which such Certificate of Compliance was issued. Prior to reletting the unit, the Owner shall notify the City of such intent to relet and obtain a new Certificate of Compliance. The Building Official shall have ten (10) days following such notification to complete such inspection.

7. AUTHORITY TO INSPECT

- a. Personnel. The Building Official or designee is authorized to make reasonable and necessary inspections of rental housing units and premises to determine compliance with this article.
- b. Access. Every owner, agent, manager or tenant of a rental housing unit shall, upon reasonable notice, allow access to any part of such rental housing unit at all reasonable times for the purpose of making such inspections. If the owner, agent, manager or tenant refuses access to make an inspection, incident to enforcement of this Ordinance, the City may make application to the appropriate judicial officer for a Warrant based upon constitutional standards in effect at the time of the application and shall not make entry or pursue any court action or fines in absence of consent, lawful warrant or other legal authority.

- c. Scope. An inspector may expand the scope of an inspection to include other city code violations discovered during the inspection.
- d. Compliance. If upon inspection, violations of interior or exterior standards exist, the owner, agent or manager will be required to correct all violations within a reasonable period of time as determined by the inspector. Failure to comply with the order of the Inspector may result in the revocation of the existing Certificate of Compliance. In the event the rental housing unit becomes unoccupied, future occupancy will be prohibited until all violations have been corrected and the unit has been re-inspected by the city and deemed to be in compliance and a new Certificate of Compliance issued.

8. NOTICE AND ORDERS

- a. Notice of violation; orders to comply. Whenever the Building Official determines that there has been a violation of the provisions of RIPLA or has grounds to believe that a violation may have occurred based on a complaint filed by a Tenant or any City department to that effect, he/she shall give fifteen (15) days' notice of such alleged violation and orders to comply to the Owner or registered agent. Such orders shall be in writing and include the following:
 - i. A description of each offending Rental unit, Dwelling Unit, and portion of the Dwelling and Premises sufficient for identification.
 - ii. A statement of the reasons for which the notice is being issued.
 - iii. Correction orders allowing a reasonable time for completion of the repairs, alterations, or improvements required to bring each Rental Unit, Dwelling Unit, Dwelling, and Premises into compliance with the provisions of RIPLA.

9. ADMINISTRATION AND ENFORCEMENT

- a. Commencement of Action
 - i. The Zoning & Planning Department is assigned the primary responsibility of enforcing this chapter and is granted the authority expressly and impliedly needed and necessary for enforcement.
 - ii. Nothing in the section shall preclude employees of the Zoning & Planning Department from seeking voluntary compliance with the provisions of the chapter or from enforcing this chapter, proactively, through warning, citations, or other such devices achieve compliance in the most efficient an effective manner under the circumstances.
 - iii. The Zoning & Planning Department is authorized to recommend reasonable and necessary rules and regulations to carry out the provisions of this article which shall be approved by resolution of the Board of Alderman.
 - iv. Re-inspection fees will be as follows:
 - 3rd inspection \$100.00
 - 4th inspection \$200.00
 - 5th inspection \$400.00
 - 6th inspection without compliance – Citation to court

10. TRANSFER OF OWNERSHIP

- a. Notification to City; New Owner's Obligations. If and Owner sells or otherwise conveys his/her interest in a Dwelling for which a Rental License is currently issued, the new Owner shall notify the City within thirty (30) days after such sale or conveyance and provide the City with all information required of the original Owner on the application for such Rental License. This will be in the same amount as was required of the original Owner, and designate a new registered agent to receive notices and service of process and who is authorized to grant consent for the City to inspect the Premises, Dwelling, Dwelling Units, and Rental Units.

- b. Disclosure of violations and uncured orders. It shall be unlawful for the Owner of any Dwelling who has received a notice of violation and orders to comply pertaining to such Dwelling, which violation remains uncured, to sell or otherwise convey his/her interest in such Dwelling unless he/she has furnished the vendee or grantee a copy of such notice and orders to comply and has given the Building Official a notarized statement from the vendee or grantee acknowledging the receipt of the same and accepting legal responsibility for curing the violation.

11. SUSPENSION OF COMPLIANCE CERTIFICATE

- a. Cause. An owner's Certificate of Compliance for a Rental Unit, shall be suspended if, having received written notice of a violation, the Owner fails to comply with the correction orders within the time set for correction by the Building Official and takes no appeal.
- b. Effect of Suspension. Notwithstanding any other provision of RIPLA, it shall not be unlawful for any Person to continue owning, operating, managing, or maintaining a Dwelling or Rental Unit whose Certificate of Compliance, respectively, has been suspended, except as noted below. However, it shall be unlawful for such Person to permit any new occupancies of vacant, or thereafter vacant Dwelling Units in such Dwelling, until such time as the Certificate of Compliance are restored.

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- c. Disconnection of utilities. The Building Official may notify all public utility companies serving the Dwelling or Rental Unit that the Certificate of Compliance has been suspended for violation of RIPLA, and request that all public utility service be discontinued for such Dwelling or Rental Unit until notice of compliance is received.
- d. Restoration. A suspended Certificate of Compliance shall be restored upon compliance with the correction orders and request for restoration by the Owner

12. APPEALS

- a. An Owner or Tenant who disagrees with a determination or order of the Building Official under RIPLA, which determination or order concerns his/her Premises, Dwelling, Dwelling Unit, or Rental Unit, may appeal such determination or order to the Board of Aldermen. The appeal shall be filed within ten (10) days after notification of the decision or order is given to the aggrieved party. The appeal shall be in writing on a form provided by the City for such purpose, and shall state the reasons why the appellant disagrees with such determination or order.

13. EXEMPTIONS

- a. The provisions of RIPLA shall not apply to:
 - i. An Owner-occupied Dwelling Unit, where such Owner allows joint occupancy of the Dwelling Unit, unless the portion of such unit that is rented or leased to the Tenant constitutes a separate Dwelling Unit as evidenced by separate kitchen facilities.
 - ii. Housing accommodations in any hospital, out-patient facility, or rehabilitation center.
 - iii. Housing accommodations in any convent, monastery, or other facility occupied exclusively by a religious order with a valid section 501 (c) (3) charitable or educational certification.
 - iv. On-campus Fraternity or Sorority Houses that are owned, operated, managed, and maintained by an institution of higher education, high school, middle school, or elementary school.

- v. On-campus Dormitories that are owned, operated, managed, and maintained by an institution of higher education, high school, middle school, or elementary school.
- vi. Hotels or Motels, except any such Hotel or Motel which has rented one (1) or more Dwelling Unit for a period exceeding twenty-one (21) consecutive days per guest, or guests lodging together, within the past year.
- vii. Housing that is owned, operated, managed, or maintained by a government agency or authority.
- viii. Housing that is exempted from municipal regulation by state or federal law or administrative regulation.

14. VIOLATIONS

- a. Any Person who violates any provision of RIPLA shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishment by a fine in a sum not to exceed three hundred dollars (\$300) per day for each offense. A separate offense shall be deemed Committed upon each day during or on which a violation Occurs or continues.

15. NO WARRANT BY CITY

- a. By adopting and undertaking to enforce RIPLA, neither the City nor its Board of Alderman, agents, or employees warrant or guarantee the safety, fitness, nor suitability of any premises, Dwelling, Dwelling Unit, or Rental Unit located in the City. Owners and Tenants should take whatever lawful steps they deem appropriate to protect their interests, property, health, safety, and welfare. A warning in substantially the foregoing language shall be printed on the face of every Certificate of Compliance.

16. SEVERABILITY

- a. Every section, subsection, or provision of RIPLA is declared separable from every other section, subsection, or provision to the extent that if any section, subsection, or provision of RIPLA shall be held invalid, such holding shall not invalidate any other section, subsection, or provision thereof.

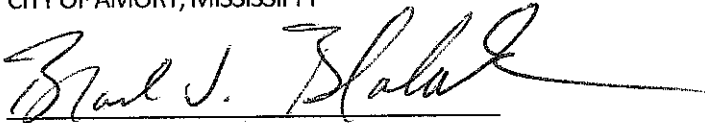
17. EFFECTIVE DATE

- a. This ordinance shall take effect 30 days after adoption.

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the Ordinance adopted.

WHEREUPON, the foregoing Ordinance was declared, passed and adopted at a regular meeting of the Board of Aldermen on this the 7th day of June, 2016.

CITY OF AMORY, MISSISSIPPI



BRAD J. BLALOCK, MAYOR

ATTEST:



LEE BARNETT, CITY CLERK