

CHAPTER 155

HOUSING CODE

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155.01 PURPOSE. The following terms are defined for use in this chapter:

1. "Approved" as to materials and types of construction, means and refers to approval of the Housing Official as the result of investigation and tests conducted by the Housing Official, or by reason of accepted principles or test by national authorities, technical or scientific organizations.
2. "Building, existing" means a building erected prior to the adoption of this Housing Code, or one for which a legal building permit has been issued.
3. "Congregate housing" means and refers to the same as Independent Group Residence, except that some or all of the dwelling units do not have kitchen facilities, and connected with which there is a central dining facility to provide meals for occupants.
4. "Dangerous" means likely to cause or result in harm or injury.
5. "Dormitory residence" means a dwelling, owned and operated by an education institution, and in which students enrolled in a course of study at the educational institution are house.
6. "Dormitory room" means any room or group of rooms forming a single rental habitable unit or intended to be used for living or sleeping, but not for cooking purposes which is occupied by students enrolled in the education institution.
7. "Dwelling" means any building, structure, or mobile home except temporary housing which is wholly or partly used or intended to be used for living or sleeping by human occupants and including any appurtenances attached thereto.
8. "Dwelling unit" means any mobile home, room, or group of rooms located with a building forming a single habitable unit with facilities that are used for living, sleeping, cooking, or eating or both by one family.
9. "Dwelling unit, rental" means any dwelling unit which is or is intended to be rented, leased, let, or hired out to be occupied.
10. "Egress" means an arrangement of existing facilities to assure a safe means of exit from buildings.

11. "Emergency" means a situation which poses an immediate risk to health, life, property, or environment.
12. "Family" means an individual, or two or more persons related to one another by blood, marriage, or legal adoption, including foster children, and not more than two roomers; or in the alternative, not more than three unrelated persons.
13. "Hazardous" means a situation which poses a level of threat to life, health, property, or environment. Most hazards are dormant or potential, with only a theoretical risk of harm; however, once a hazard becomes "active" it can create an emergency situation.
14. "Housing Official" means the individual and the individual's designated representatives appointed by the City Council to administer and enforce the Housing Code.
15. "Independent groups residence" means housing for the exclusive residential use of two to twelve elderly, handicapped or disabled individuals, excluding one or two Resident Assistants, if needed, who cannot live completely independently and require a planned program of supportive services, and designated by the U.S. Department of Housing and Urban Development as an "Independent Group Residence."
16. "Lead-based paint" means any paint containing more lead than the level established by the U.S. Consumer Product Safety Commission as being the "safe" level of lead in residential paint and paint products.
17. "Multiple-unit residential building" means a residential building, an apartment house or a portion of a building or an apartment house with four or more units, hotel, motel, dormitory or rooming house.
18. "Owner" means any person, agent, partnership, or corporation having a legal or equitable interest in the property.
19. "Rooming house" means any dwelling, other than a nursing home, hotel or motel, or that part of any dwelling, containing one or more rooming units, and in which person either individually or as families are housed which must be occupied by the owner thereof.
20. "Rooming Unit" means any room or group of rooms forming a single rental habitable unit or intended to be used for living or sleeping, but not for cooking purposes.
21. "Temporary housing" means any tent, trailer, motor home or other structure used for human shelter for less than seventy-two (72) hours, which is designed to be transported and which is not attached to the ground, to another structure, or to any utility system on the premises.
22. "Unit" means residential space for the private use of a family, including individuals who comprise a family, such as an apartment, housing or independent group residence, which contains a living room, kitchen area, bathroom, and bedroom
23. "Unsafe" means lacking in security or safety, involving or causing danger or risk, liable to hurt or harm.

155.02 REGISTRATION AND FEES.

1. Notification Required. No person shall operate a rental dwelling unit, rooming house, congregate housing, independent group residence or rental of mobile homes unless the person has first registered such rental dwelling unit, rooming house, congregate

housing, or independent group residence with the City. There shall be no fee for such notification.

2. Inspection Fees., The following fee schedule shall apply:

- A. Regular inspections, as set forth in the Plan of Inspection, including one re-inspection - \$50.00 plus the amount of the bill submitted to the City by the contract inspector for inspection of the exterior structure, common areas, basement, attic.
- B. Complaint inspections - \$50.00 plus the amount of bill submitted to the City by the contract inspector for complaint inspection and recheck, if a violation of the Housing Code is found; no fee to property owner if no violation of the Housing Code is found, however a fee of \$100.00 plus the amount of the bill submitted to the City by the contract inspector shall be assessed to the complainant for complaints found to be unfounded and filed simply to harass or badger the property owner.
- C. Re-inspection - A fee will be charged for each scheduled reinspection following the initial reinspection.
- D. "No Shows" (scheduled inspections in which the owner, operator, agent, tenant, or other representation of the owner is not present to permit the inspector entrance to the premises or any inspection that is rescheduled with less than two (2) hours advanced notice) A fee will be charged for each scheduled inspection listed as a "no show."

E. The fee for reinspections and "no shows" is based on the number of rechecks and/or "no shows" as depicted in the following chart plus the costs to the City as billed by the contract inspector:

Initial re-inspection	Included in base fee
Second re-inspection/no show	\$ 30.00
Third re-inspection/no show	\$ 45.00
Fourth re-inspection/no show	\$ 60.00
Fifth re-inspection/no show	\$ 75.00
Sixth or more re-inspection/no show	\$100.00

- F. Penalty for Late Payments. If payment of inspection and reinspection fees is not made within thirty (30) days of the billing date the owner shall be charged a late payment fee of twenty-five dollars plus interest on the original fees beginning 30 days after the said due date. The City shall send a notice of the late payment fee to such owner by first class mail to the owner's personal or business mailing address. Any unpaid penalty, fine, fee, or interest shall constitute a lien on the real property and may be collected in the same manner as a property tax. However, before a lien is filed, the City shall send a notice of intent to file a lien to the owner of the housing by first class mail to such owner's personal or business mailing address. If payment of a fee due from an unfounded complaint is not made within thirty (30) days of the billing date the complainant shall be charged a late payment fee of twenty-five dollars plus interest on the original fee beginning 30 days after the said due date. The City shall send a notice of the late payment fee to such complainant by first class mail to the complainant's personal or business mailing address.
- G. Appeals Process. The late payment fee and the interest shall not accrue if such owner files an appeal with the City Clerk within 5 business days of receipt of the notice of same. The matter shall be heard by the City Council at its next meeting and notice to the person so appealing shall be given by regular mail to

the owner's personal or business mailing address. At the conclusion of the hearing, the City Council shall render a written decision as to whether or not the late payment fee and interest shall accrue. The findings of the City Council shall be the final decision on the matter.

(Ord. 658-10 – July 11 Supp.)

155.03 PLANS OF INSPECTION.

1. Preparation of Plans. The Housing Official is authorized and directed to develop and present to the Council for adoption, plans for the inspection of dwelling units subject to the provisions of this chapter, including:

A. A plan for the regular inspection of all rental units, rooming houses, congregate housing, and independent group residences, which shall ensure that they are inspected at the occurrence of each of the following events, not to exceed more than one inspection in any 12-month period:

- (1) At time of construction;
- (2) Upon transfer of legal title.

B. A plan for the inspection of all residential dwellings contained within the City upon receipt of complaints.

2. Public Notice. Before making inspections pursuant to the plans authorized in subsection 1 of this section, the City shall publish a notice advertising of the plan to inspect.

155.04 ENFORCEMENT.

1. Authority. The Housing Official is authorized and directed to enforce all of the provisions of this Housing Code.

2. Right of Entry.

A. Whenever necessary to make an inspection to enforce any of the provisions of this Housing Code, or whenever the Housing Official or the Housing Official's authorized representative has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building or premises unsafe, dangerous or hazardous, the Housing Official may enter such building or premises at all reasonable times to inspect the same to perform any duty imposed upon the Housing Official by this Code, provided that if such building or premises be occupied, the Housing Official shall first present proper credentials and request entry. If such building or premises be unoccupied, the Housing Official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the Housing Official or the Housing Official's authorized representative shall have recourse to every remedy provided by law to secure entry.

B. When the Housing Official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building or premises shall fail or neglect, after proper request is made as provided in this section, to promptly permit entry by the Housing Official for the purpose of inspection and examination pursuant to this Code.

3. **Inspections.** All building or structures within the scope of this Housing Code shall be subject to inspection in accordance with and in the manner provided by this Code and the Building Code.
4. **Requirements Not Covered by Code.** Any requirement not specifically covered by this Housing Code but found necessary for the safety, health, and general welfare of the occupants of any dwelling shall be determined by the Housing Official subject to appeal to the City Council.
5. **Notice of Violation.** Whenever the City receives notice of complaint of violation, unless determined by the Housing Official, Mayor, or City Council to be an emergency, the complaining party shall first provide written proof to the City of an attempt to contact the property owner in regard to the complaint. If no such attempt has been made, City staff may assist the complainant in making such communication, via form letter to the property owner. Whenever the Housing Official determines that any dwelling, dwelling unit or rooming unit, or the premises surrounding any of these, fails to meet the requirements set forth in this Housing Code or applicable rules and regulations issued pursuant thereto, the Housing Official, in accordance with existing legislation, shall issue a written notice setting forth the alleged failures, and advising the owner, occupant, operator or agent that such failures must be corrected.
6. **Service of Notice.** The notice prescribed in subsection 5 of this section shall:
 - A. Be served upon the owner, occupant, operator, or agent of the dwelling, dwelling unit or rooming unit personally or by first class or certified mail, addressed to the owner, occupant, operator or agent. If one or more persons to whom such notice is addressed cannot be found after diligent effort to do so, service may be made upon such persons by posting the notice in or about the dwelling, dwelling unit or rooming unit described in the notice, or by causing the notice to be published in a newspaper of general circulation, for a period of 5 consecutive days.
 - B. Be served upon a resident agent for the receipt of such services of notice designated pursuant to subsection 155,02(3).
7. **Reinspection.** At the end of the period of time allowed for the correction of any violation alleged, the Housing Official shall reinspect the dwelling, dwelling unit, or rooming unit described in the notice. If upon reinspection, the violations are determined by the Housing Official not to have been corrected, the Housing Official may initiate legal proceedings for the immediate correction of the alleged violations.
8. **Emergency Orders.** Whenever the Housing Official finds that an emergency exists on any premises, or in any structure or part thereof, or in any defective equipment which requires immediate action to protect the public's health and safety or that of the occupants thereof, the Housing Official may, with proper notice and service as described in this chapter, issue an order reciting the existence of such an emergency and requiring the vacating of the premises or such action taken as the Housing Official deems necessary to meet such emergency. Notwithstanding other provisions of this Housing Code, such order shall be effective immediately, and the premises or equipment involved shall be placarded immediately upon service of the order. Any person to whom such order is directed shall comply with the order. Such person may thereafter, upon petition directed to the Housing Code Board of Appeals, be afforded a hearing as prescribed in this Housing Code. Depending upon the findings of the Board at such hearings as to whether the provisions of this Code and the rules and regulations adopted pursuant to the Code have been complied with, the Board shall continue such order or modify or revoke it.

155.05 PENALTIES AND CORRECTIVE ACTIONS.

1. **Actions Authorized.** The Housing Official shall take any action authorized by this chapter to assure compliance, or to prevent violations of its provisions. Specifically, this may include citation for municipal infractions pursuant to Chapter 3 of this Code of Ordinances. The Housing Official may recommend to the City Attorney the institution of other legal or equitable actions for the enforcement of this chapter.
2. **Each Day a Violation.** Each act of violation and every day upon which a violation occurs or continues constitutes a separate offense.
3. **Applicability.** No penalty shall be assessed for a violation of this chapter as for the time that the dwelling unit is vacant and remains vacant. However, no dwelling unit for which an order or notice of an alleged violation of this code has been issued may be reoccupied until such time that the violation has been corrected and a Certificate of Inspected Housing has been issued. In the event that a dwelling or dwelling unit become vacant before the violation has been corrected and a Certificate of Inspected Housing has been issued, the Housing Official may post a notice on or about the dwelling or dwelling unit. The notice shall state the described dwelling or dwelling unit contains Housing Code violations and that such dwelling or dwelling unit shall not be occupied until such time that the violations have been corrected and a Certificate of Inspected Housing has been issued. It is the responsibility of the owner or agent to inspect the premises at least every thirty (30) days to make sure the notice is still posted on the property. It shall be a violation of this Code to remove or deface such notice until a Certificate of Inspected Housing has been issued. It is the responsibility of the owner or agent to notify the Housing Official within 72 hours if the notice is removed prior to the issuance of the Certificate of Inspected Housing.
4. **Prosecution.** In case there is no prompt compliance with any violation order, the Housing Official may issue a citation pursuant to Section 805.1 through 805.5 of the Code of Iowa and request the City Attorney to institute an appropriate action or proceeding at law to exact the penalty provided herein and, in addition, may ask the legal representative to proceed at law or in equity against the person responsible for the violation for the purpose of ordering the person:
 - A. To restrain, correct, remove the violation or refrain from any further execution of work;
 - B. To restrain or correct the erection, installation, or alteration of such structure;
 - C. To require the removal of work in violation;
 - D. To prevent the occupation or use of the structure, or part of the structure erected, constructed, installed, altered or maintained in violation of the provisions of this Code.
5. **Other Remedies.** The City Attorney is authorized to pursue any other remedy available in law or equity to correct violations of the provisions of this Housing Code.

155.06 RIGHT TO APPEAL.

1. **Housing Code Appeals.** In order to provide reasonable variances for existing structures which cannot practicably meet the standards in the Housing Code, but are not unsafe for habitation, a person aggrieved by a written notice of this Housing Code may file for an appeal as provided below.

2. Appeals Process.

- A.** Any person aggrieved by a written notice of the City issued in connection with any alleged violation of this Housing Code or of any applicable rule or regulation issued pursuant to the Housing Code or by any order requiring repair or demolition, may apply in writing to the City Council for a reconsideration of such notice or order provided that such application is made within thirty (30) calendar days after the date of postmark of notice or proof of service.
- B.** As soon as practicable after receiving a written appeal, the City Council shall hold a public meeting to consider the appeal. The applicant shall be advised in writing of the time and place of such meeting at least four (4) days prior to the date of the meeting. At such meeting, the applicant shall be given an opportunity to be heard and to show cause why such notice or order should be modified, extended, withdrawn or variance granted. The City Council may, in its discretion, hold a public hearing on any matter brought before the Board.
- C.** The City Council, by a majority vote, may sustain, modify, or withdraw the notice or order. In granting an extension or variance of any notice or order, the City Council shall observe the following conditions:
 - (1)** The City Council may grant an extension of time for the compliance of any notice or order for not more than 18 months subject to appropriate condition and provided that the City Council makes specific findings of fact based on evidence relating to the following:
 - a.** That there are practical difficulties or unnecessary hardships in carrying out the strict letter of any notice or order.
 - b.** That such an extension is in harmony with the general purpose and intent of this Housing Code in securing the public health, safety, and general welfare.
 - (2)** The City Council may grant a variance in a specific case and from a specific provision of this Housing Code subject to appropriate conditions and provided the City Council makes specific findings of fact based on evidence relating to the following:
 - a.** That there are practical difficulties or unnecessary hardships in carrying out the strict letter of any notice or order.
 - b.** That the effect of the application of the provisions would be arbitrary in the specific case.
 - c.** That an extension would not constitute an appropriate remedy for these practical difficulties or unnecessary hardships in this arbitrary effect.
 - d.** That such variance is in harmony with the general purpose and intent of this Housing Code in securing the public health, safety and general welfare.
- D.** Failure of any person to file an appeal in accordance with the provisions of this section shall constitute a waiver of the right to an administrative hearing and adjudication of the notice and order or to any portion thereof.

- E. Enforcement of any notice or order issued under this Code shall be stayed during the duration of an appeal of the order, which is properly and timely filed.

155.07 SCOPE. The requirements and standards set forth in Section 155.08 through 155.21 of this chapter shall apply to all residential dwelling units and their premises in the City.

155.08 ACCESS AND EXITS. Exits serving every building, structure or confined area which are used or intended to be used at any time for human occupancy shall be maintained in accordance with this Housing Code.

1. Performance Standards. The dwelling unit shall be usable and capable of being maintained without unauthorized use of other private properties, and the building shall provide an alternate means of egress in case of fire including but not limited to fire stairs or egress through windows. Sole access to the dwelling unit may not be through another dwelling unit. Alternate means of egress may include:
 - A. An openable window if the unit is on the first or second floor or easily accessible to the ground.
 - B. A back door opening onto a porch with a stairway leading to the ground.
 - C. Such other methods as permitted by City or State Fire Codes.
 - D. Required exits shall not be blocked or otherwise unusable.

155.09 ILLUMINATION AND ELECTRICITY.

1. Performance Requirement. Each room shall have adequate or artificial illumination to permit normal indoor activities and to support the health and safety of the occupants. Sufficient electrical sources shall be provided to permit use of essential electrical appliances while assuring safety from fire. The following performance standards shall be met:
 - A. Windows must be free of signs of deterioration or missing or broken-out window panes. "Deterioration" means that the window is no longer able to keep out snow or rain; or that broken glass presents a hazard. Window panes must not be dangerously loose. Windows must be able to close.
 - B. The required light fixtures and outlets must be present and working. Light fixtures must be securely fastened to a ceiling or wall.
 - C. The electrical system shall not contain the following:
 - (1) Broken or frayed electrical wires.
 - (2) Bare metal wires not covered by rubber or plastic insulation.
 - (3) Loose or improper wire connections to outlets.
 - (4) Light fixtures hanging from electric wire.
 - (5) Missing cover plates on switches or outlets.

- (6) Rubber or plastic coated electrical wiring in a room that is mounted on the surface of a wall or ceiling in a manner that allows it to be broken, cut, or damaged in other ways. This standard applies to surface mounted non-metallic sheathed wires including, but not limited to "Romex."
 - (7) Lamp cord used as part of the permanent wiring.
 - (8) Outlets or electric appliances located too near where water might splash. Outlets near any source of water must be G.F.I. compliant.
 - (9) Exterior wiring and appliances unsuited to all-weather service.
- D. Shared exits, and common hall and stairways in every building, except single family, not new dwellings, shall be reasonable illuminated at any time the building is occupied for travel in such areas.
- 2. Acceptability Criteria. Living and sleeping rooms shall include at least one window. A light fixture shall be present and working in the bathroom and kitchen area. At least two electric outlets, one of which may be an overhead light, shall be present and operable in the living area, kitchen area and each bedroom area.
 - 3. Electrical Equipment. All electrical equipment, wiring, and appliances shall be installed and maintained in a safe manner. All electrical equipment shall be of an approved type and comply with the *National Electrical Code* in effect at the time.

155.10 FIRE WARNING SYSTEMS. It is the responsibility of the owner, operator, or agent of the dwelling unit to provide smoke detectors conforming to all of the following for each dwelling unit or rooming unit:

- 1. Every dwelling unit and every rooming unit in a rooming house used for sleeping purposes shall be provided with smoke detectors.
 - A. In dwelling units, detectors shall be mounted on the ceiling or wall at a point centrally located in the corridor or area giving access to rooms used for sleeping purposes.
 - B. In an efficiency dwelling unit the detector shall be centrally located on the ceiling of the main room and central corridor.
 - C. Where sleeping rooms are on an upper level, the detector shall be placed at the center of the ceiling directly above the stairway.
- 2. All detectors shall be located in accordance with approved manufacturer's instructions. When actuated, the detector shall provide an alarm in the dwelling unit or rooming unit.
- 3. In new construction, required smoke detectors shall receive their primary power from the bonding wiring when such wiring is served from a commercial source. Wiring shall be permanent and without a disconnecting switch other than those required for over-current protection.
- 4. Smoke detectors may be battery operated when installed in existing buildings or in buildings without commercial power, or in existing buildings which undergo alterations, repairs, or additions.

5. All multiple-unit residential buildings shall be equipped with at least one smoke detector in each corridor, unless that building is equipped with heat detection devices or a sprinkler system with alarms approved by the State Fire Marshal.

It is the responsibility of the tenant to maintain the smoke detectors and to periodically test the smoke detectors in accordance with manufacturer's instructions.

155.11 PLUMBING EQUIPMENT. All plumbing equipment, pipes, and appliances shall be installed and maintained in a safe manner. All plumbing equipment shall be of an approved type. The following performance standards shall apply:

1. Plumbing pipes and fixtures shall be free from major leaks.
2. The hot water heater must be located, equipped, and installed in a safe manner. No combustible materials may be piled up against the heater. The hot water heater must have a temperature-pressure relief valve and discharge line directed toward the floor. Hot water heater flues must have adequate clearance from combustible materials. Hot water heater flues must safely vent exhaust gases and have a slope of at least $\frac{1}{4}$ inch for each foot of run. The hot water heater must not have any serious leaks.

155.12 FOOD PREPARATION AND REFUSE DISPOSAL.

1. Performance Requirement. The dwelling unit shall contain suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
2. Performance Standards. The following performance standards shall be applied:
 - A. Adequate space and available hook ups (power sources) shall be available for oven and stove or range and refrigerator.
 - B. The kitchen or kitchen area must have a permanently attached kitchen sink. The sink must have running hot and cold water from the faucets and a properly connected drain with gas trap.

155.13 INTERIOR AIR QUALITY. The following performance standards shall be applied:

1. The dwelling units shall be free from carbon monoxide, sewer gas, fuel gas, radon and formaldehyde in levels considered to be dangerous by the U.S. Environmental Protection Agency.
2. Bathroom areas must have either an openable window or a working exhaust vent system.

155.14 SANITARY FACILITIES.

1. Acceptability Criteria. A flush toilet in a separate private room, a fixed basin with hot and cold running water, and a shower or tub with hot and cold running water shall be present in the dwelling unit, all in proper operating condition. These facilities shall utilize an approved public or private disposal system.
2. Performance Standards. The following performance standards shall be applied:
 - A. A flush toilet must be contained within the dwelling unit and available for the exclusive use of the occupants of the unit. Out-houses or facilities shared by

occupants of other dwelling units are not acceptable. The toilet must allow for privacy.

- B. The toilet must be in working condition. The toilet must have the following:
 - (1) Be connected to a water supply and sewer drain.
 - (2) Connections, vents and traps in sound condition. Connections, vents, and traps must not allow severe leakage of water or escape of gases.
- C. The bathroom area must have a working permanently installed was basin, and a working tub or shower. A kitchen sink is not acceptable, but a wash basin may be located separate from the other bathroom facilities including, but not limited to, in a hallway.
- D. The wash basic and the tub or shower must be connected to a system that delivers hot and cold running water; connected to a drain with a gas trap; must not be clogged; and must not have connections that allow severe leakage of water or escape of sewer gases.
- E. The sanitary facilities must be connected to the City sewer system or a private disposal system.

155.15 SANITARY CONDITIONS. The dwelling unit and its equipment shall be free from rats and severe infestation by mice or vermin including, but not limited to , roaches, as evidenced by vermin runs, large vermin holes, and droppings.

155.16 WATER SUPPLY. The unit must be connected to the City water system.

155.17 LEAD-BASED PAINT. The dwelling unit shall be in compliance with HUD lead-based paint regulations, 24 C.F.R., Park 35, issued pursuant to the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4846; and the owner shall provide a certification that the dwelling is in accordance with such HUD regulations. If the property was constructed prior to 1950, the family upon occupancy shall be furnished the notice required by HUD lead-based paint regulations and procedures regarding the hazards of lead-based paint poisoning, the symptoms and treatment of lead poisoning, and the precautions to be taken against lead poisoning.

155.18 THERMAL ENVIRONMENT. The following performance standards shall be applied:

- 1. The heating system must be capable of delivering a constant temperature level of at least 65 degrees Fahrenheit, at a point three feet above the floor and three feet from an exterior wall in bedrooms, living room, kitchen, bathroom and all other rooms used for living.
- 2. Unvented fuel burning space heaters are unacceptable.
- 3. Oil burning systems must meet all of the following standards:
 - A. Fuel oil tanks must be raised up off of the floor on a stable base to prevent movement.
 - B. The fuel line must have a shut-off valve at the base of the tank to turn off the flow of fuel
 - C. Any fuel oil line that runs across the floor must be protected to prevent any damage.

4. Gas burning systems must meet all of the following standards:
 - A. No gas shall be stored on the premises except for units not served by the gas utility, in which case gas must be stored in propane tanks.
 - B. The furnace must have a manual shut-off device.
 - C. There shall be no storage of gasoline cans, gasoline burning engines or gasoline tanks in any living unit.
5. Combustible material must not be stored around the furnace by either the landlord or the tenant.
6. Fuel burning heating systems must be properly vented to the outside. The flue pipe and collar around it must be tight against the wall to prevent escape of fumes. There must be adequate clearance between the flue and any combustible materials.
7. The heating system must be properly installed.
8. The unit must be capable of being cooled by either some operable windows or working cooling equipment including, but not limited to, a central fan ventilation system, an evaporative cooling system, room or central air conditioning.

155.19 STRUCTURE AND MATERIALS. The following performance standards shall be applied:

1. Ceilings. Ceilings shall not have such serious defects that a potential exists for structural collapse.
2. Floors. Floors shall not have such serious defects that a potential exists for structural collapse.
3. Foundation. The foundation must be sound and free from hazards. The foundation must not contain any of the following features: evidence of major recent settling; large cracks or holes; severe leaning; large sections of crumbling brick, stone or concrete; undermining of footings, walls, posts or slab' major deterioration of wood support members due to water damage or termite or other insect damage.
4. Stairs, Rails and Porches. Stairs, porches, balconies, or decks shall not have severe structural defects, including but not limited to broken, rotten or missing steps; absence of a handrail when there are four or more consecutive steps; absence of or insecure railings around a porch or balcony which is thirty (30) inches or more above the ground. Open guardrail and stair railings shall have intermediate rails or an ornamental pattern such that a sphere four inches in diameter cannot pass through. Steps leading to the dwelling unit which are not physically attached to the building, such as steps up a steep lawn from the sidewalk, must meet the performance standards set forth in this section. (For the purpose of this section, each riser in a flight constitutes a "step.")
5. Roofs and Gutters. Roofs shall be sound and free from hazards, including but not limited to serious buckling or sagging that indicates the potential of structural collapse. Severe exterior defects to the roof may be identified by serious defects within the unit such as buckling or water damage. Gutters and downspouts shall not be deteriorated to the point that they cause significant amounts of water to enter the unit to the point of resulting in deterioration of the interior of the unit, including but not limited to rotting an exterior wall. The absence of gutters is not a violation.

6. **Exterior Walls.** Exterior walls shall be sound and free from such hazards that would indicate imminent structural collapse.
7. **Chimneys.** The chimney must not be seriously leaning or show evidence of deterioration or disintegration of its parts. The chimney must be capable of venting exhaust gases and smoke reasonably well.
8. **Interior Stairs and Hallways.** Interior stairs must be free from safety hazards to the occupants, including but not limited to: loose or broken steps or handrails on stairways; missing steps; or large numbers of vertical railings, including but not limited to balustrades missing. A handrail is required on sections of stairs with four or more consecutive steps and on unprotected heights like stairwells.
9. **Elevators.** Where elevators are in use, all elevators must have a current inspection certificate.
10. **Manufactured/Mobile Home Tie Downs.** If the rental unit is a mobile home, it must be securely tied down by the use of a tie-down device, anchor, beam or foundation bolt to prevent overturning, displacement, or other serious damage during a windstorm.

155.20 SPACE AND SECURITY. The following performance standards shall be applied:

1. The dwelling unit must have at least one sleeping room for each two adults of the unit.
2. The following fixtures must be lockable and unlockable: windows and doors that open to the outside or to a common public hall. "Lockable" means a door or window that has a properly working lock, or is designed not to be opened such as a picture window.

155.21 SITE AND NEIGHBORHOOD. The site in and around the dwelling unit must be reasonable free from conditions which seriously and continuously endanger the health and safety of the resident. Such conditions include (but are not limited to) other buildings on the property that pose serious hazards, such as dilapidated shed, garage, or other out-buildings with potential for structural collapse.

155.22 ROOMING HOUSES AND DORMITORY RESIDENCES.

1. **Performance Requirement.** Rooming houses and dormitory residences shall meet all standards of the Housing Code, except for Section 155.12 concerning food preparations, Section 155.14 concerning sanitary facilities, Section 155.23 concerning congregate housing and Section 155.24 concerning independent group residences.
2. **Other Requirements.** In addition, all of the following standards shall apply:
 - A. The building shall contain and have ready access to a flush toilet which can be used in privacy, a fixed basin with hot and cold running water, and a shower or tub, or both, equipped with hot and cold running water, all in proper operating condition and adequate for personal cleanliness and the disposal of human wastes. These facilities shall utilize an approved public or private disposal system, and shall be sufficient in number so that they need not be shared by more than four occupants.
 - B. The rooming unit or dormitory room shall not be occupied by more than two adults and shall afford the occupant(s) adequate space and security. Exterior doors and windows accessible from outside each unit shall be capable of being locked. An emergency exit plan shall be developed and occupants shall

be apprised of the details of the plan. Readily accessible fire extinguishers shall be provided throughout the building and smoke detectors shall be provided in every rooming unit and hallway.

155.23 CONGREGATE HOUSING.

1. Performance Requirement. Congregate housing shall meet all standards of the Housing Code, except for Section 155.12 concerning food preparation and refuse disposal, Section 155.22 concerning rooming houses, and Section 155.24 concerning independent group residences.
2. Other Requirements. In addition, all of the following standards shall apply:
 - A. The unit shall contain a refrigerator of appropriate size.
 - B. The sanitary facilities described in Section 155.14 shall be contained within the unit.
 - C. The central dining facilities and central kitchen shall be located within the building or housing complex and be accessible to the occupants of the congregate units, and shall contain suitable space and equipment to store, prepare, and serve food in a sanitary manner by a food service or persons other than the occupants and shall be for the primary use of occupants of the congregate units and be sufficient in size to accommodate the occupants. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary including, but not limited to, garbage cans.

155.24 INDEPENDENT GROUP RESIDENCE.

1. Performance Requirement. Independent group residences shall meet all standards of this Housing Code, except for Section 155.12 concerning food preparation and refuse disposal, Section 155.14 concerning sanitary facilities, Section 155.19 concerning structure and materials, Section 155.20 concerning space and security, Section 155.21 concerning site and neighborhood, Section 155.22 concerning rooming houses, and Section 155.23 concerning congregate housing.
2. Other Requirements. In addition, all of the following standards shall apply:
 - A. The unit shall contain and have ready access to a flush toilet which can be used in privacy, a fixed basin with hot and cold running water, all in proper operating condition and adequate for personal cleanliness and disposal of human wastes. These facilities shall utilize an approved public or private disposal system and shall be sufficient in number so that they need not be shared by more than four occupants. Those units accommodating occupants with disabilities with wheelchairs or other special equipment shall provide access to all sanitary facilities and shall provide as appropriate to needs to the occupants, basins and toilets of appropriate height; grab bars to toilets, showers or bathtubs or both; shower seats; and adequate space for movement.
 - B. The unit shall contain suitable space to store, prepare, and serve foods in a sanitary manner. A cooking stove or range, refrigerators of appropriate size and in sufficient quantity for the number of occupants, and a kitchen sink with hot and cold running water shall be present and in proper operating condition. The sink shall drain into an approved private or public system. Adequate space

for the storage, preparation, and serving of food shall be provided. These shall be adequate facilities and services for the sanitary disposal of food wastes and refuse including facilities for temporary storage where necessary, including but not limited to garbage cans.

- C. The dwelling unit shall afford the family adequate space and security. A living room, kitchen, dining area, bathroom, and other appropriate social unit or recreational community space shall be within the unit and a dwelling unit shall contain at least one sleeping room of appropriate size for each two persons. Exterior doors and windows accessible from outside each unit shall be capable of being locked. An emergency exit plan shall be developed and occupants shall be apprised of the details of the plan. Regular fire inspections shall be conducted by appropriate local officials. Readily accessible first-aid supplies and fire extinguishers shall be provided throughout the unit, smoke detectors shall be provided and emergency phone numbers including, but not limited to, police, ambulance, fire departments, and so forth, shall be provided to each occupant. All emergency and safety features and procedures shall meet applicable State and local standards.
- D. The unit shall be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the occupants from the environment. Ceilings, walls, and floors shall not have any serious defects including, but not limited to, severe bulging or leaning, large holes, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts or other serious damage. The roof structure shall be firm and roof shall be weather-tight. The exterior wall structure and exterior wall surface shall not have any serious defects, including but not limited to serious leaning, buckling, sagging, cracks or holes, loose siding or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, and so forth, shall be such as not to present a danger of tripping or falling. Elevators shall be maintained in safe and operating condition. Units accommodating occupants with disabilities with wheelchairs and other special equipment shall not contain architectural barriers which impede access or use, and handrails and ramps shall be provided as appropriate.
- E. The site and neighborhood shall be reasonably free from disturbing noises and reverberations and other hazards to the health, safety and general welfare of the occupants, and shall not be subject to serious adverse environmental conditions, natural or manmade, including but not limited to dangerous walks, steps, instability, flooding, poor drainage, septic tank backups, sewage hazards or mud slides; abnormal air pollution, smoke or dust; excessive accumulations of trash, vermin or rodent infestation; or fire hazards. The unit shall be located in a residential setting and be similar in size and appearance to housing generally found in the neighborhood and be within walking distance or accessible via public or available private transportation to medical and other appropriate commercial and community service facilities.

3. Supportive Services.

- A. A planned program of adequate supportive services appropriate to the needs of the occupants shall be provided on a continual basis by qualified resident assistants residing in the unit or other qualified persons not residing in the unit who will provide such services on a continual, planned basis. Supportive services which are provided within the unit may include the following types of services: counseling, social services which promote physical activity,

intellectual stimulation or social motivation, or both; training or assistance with activities of daily living including housekeeping, dressing, personal hygiene, grooming, or both; provision of basic first-aid skills in case of emergencies; supervision of self-administration of medications, diet and nutrition; an assurance that occupants obtain incidental medical care, as needed, but facilitating the making of appointments at and transportation to medical facilities. Supportive services provided within the unit shall not include the provision of continual nursing, medical or psychiatric care.

- B. The provision and quality of the planned program of supportive services, including the minimal qualifications, quantity, and working hours of the resident assistants living in the unit or other persons providing continual supportive services, shall be initially determined by the service agency in accordance with the standards established by the State. Compliance with these standards by the service agency shall be regularly monitored throughout the term of the contract by the public housing appropriate State agency or a local authority, other than the service agency providing services designated by the State to establish, maintain, and enforce such standards.
 - C. Written service agreements or agreements approved by the State and in effect between the owner and the service agency or the entities, or both, which provide the necessary supportive service, shall be submitted to the public housing agency with their request for lease approval. The lease shall set forth the owner's obligation for and means of providing these services. If the lessor provides the supportive services, a service agreement is not required and the provision of these services shall be incorporated into the lease and shall be approved by the State
4. State Approval. Independent group residences shall be licensed, certified, or otherwise approved in writing by the appropriate State agency prior to the execution of the initial contract. This approval shall be re-examined periodically based on a schedule established by the State. To insure the facilities and supportive services are appropriate to the needs of the occupants, the State shall also approve the written service agreements or lease if the provider of such services is the lessor, for each independent group residence.

155.25 CERTIFICATION OF INSPECTED HOUSING. Whenever the Housing Official has inspected or caused to be inspected any dwelling unit and has determined that the dwelling unit is in compliance with the provisions of this Housing Code, a certificate of inspected housing shall be issued to the owner or the agent of the dwelling unit.

155.26 CONFLICT WITH ORDINANCES. In any case where a provision of this chapter is found to be in conflict with the provision of any zoning, building, fire, safety or health ordinance or code of the City or State existing on the effective date of this chapter, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail. In any case where a provision of this chapter is found to be in conflict with a provision of any ordinance or code of the City existing on the effective date of this chapter which establishes a lower standard for the promotion and protection of the health and safety of the people, the provisions of this chapter shall be deemed to prevail, and such other ordinances or codes are hereby declared to be repealed to the extent that they may be found in conflict with this chapter.

