

ORDINANCE NO. 2006-1204

**AN ORDINANCE FOR THE MANDATORY INSPECTION
OF RESIDENTIAL RENTAL PROPERTIES IN THE
COUNTY OF OSCODA**

SECTION 1. INTENT

The County of Oscoda recognizes the importance of the rental housing segment of the overall County housing stock inasmuch as it provides housing options and opportunities to those citizens of the community who are unable to attain or do not desire home ownership. As the entity responsible for the enforcement of the building and housing codes, it is in the interest of the County to ensure that all rental residential units, structures and grounds leased for occupancy to the general public are in compliance with the minimum property maintenance standards adopted and enforced by the County of Oscoda. Benefits to the County include:

1. Protection of the health, safety and welfare of residents of rental properties and adjacent properties. Existing structure and premises not in compliance will be repaired to provide a minimum level of health and safety as required herein.
2. Maintenance of property values and “quality of life” within the immediate neighborhoods in which residential rental units are located.
3. Enforcement of common minimum standards for all residential rental units, structures, and premises.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners for the County of Oscoda, State of Michigan, as follows:

- A. Building Department: The Department of the County responsible for the daily administration of the rental inspection program including scheduling of appointments, inspections, re-inspections, and record keeping. References to the Building Department are interchangeable and include the Rental Housing Inspector.
- B. Certificate of Compliance: Official document stating that a residential rental dwelling unit and/or structure meets the minimum standards established by the County for occupancy.
- C. Local Agent: An individual or company representing the owner having a place of residence or business within Oscoda County or within twenty (20) miles of the County of Oscoda if residing outside the County. The local agent is responsible for the operation of the owner’s residential rental dwelling unit(s) located within the County of Oscoda regarding compliance with the provisions of the Ordinance, and the terms and conditions of all other codes and ordinances of the County. A local agent is required if:

1. The owner resides outside of Oscoda County more than twenty (20) miles from the County.
 2. The owner resides outside Oscoda County more than twenty (20) miles from the County for more than ninety- (90) days each calendar year.
- D. Owner/Property Owner: The individual(s), company, corporation, or governmental or private agency listed on the recorded deed, purchaser under a recorded Land Contract, or contract holder of a rent/lease to own agreement, as the owner of a property containing residential rental dwelling unit(s).
- E. Residential Rental Dwelling Structure: Any building containing one (1) or more residential rental dwelling units including any common areas accessible to residents of all residential rental units within the building, restricted or non-accessible portions of the structure and the building exterior.
- F. Residential Rental Dwelling Unit: Distinct individual living quarters within a building intended for occupancy by a person or persons other than the owner and the family of the owner, and for which a remuneration of any kind is paid. Single-family residences, duplexes, apartments, and rooming houses may all contain and be classified as rental units.
- G. Residential Rental Premises: The site upon which a residential rental dwelling unit or structure is located including, but not limited to, yards, walkways, driveways, patios, decks, accessory structures, fences, and landscaping.

SECTION 2. CERTIFICATE OF COMPLIANCE REQUIRED

- A. No person shall lease, rent, or cause to be occupied a residential rental dwelling unit and/or structure unless a valid Certificate of Compliance is issued by the County in the name of the owner and/or local agent for the specific rental structure and each residential rental dwelling unit. A Certificate shall be issued only upon the successful completion of an inspection of the rental dwelling unit and/or structure by the County Building Department and other inspectors as may be deemed necessary. The Certificate shall be retained by the property owner or local agent and produced upon request. A copy shall be provided to each lessee.
- B. A Certificate of Compliance shall be valid for a period of three (3) years from the date of issuance unless revoked by the County.
- C. Dwelling units in existence and registered with the County of Oscoda at the time this ordinance goes into effect may continue to be occupied until such time as the initial inspection is scheduled and the process is completed.
- D. A Certificate of Compliance cannot be issued for a residential rental unit unless it is registered with the County of Oscoda.

SECTION 3. AFFECTED AND EXEMPT UNITS/STRUCTURES

A. All single, duplex, and multi-family rental units and structures, including boarding and/or rooming houses as defined in the County Zoning Ordinance, locate within the County of Oscoda shall comply with the requirements of this Ordinance except as specifically exempted below:

B. Exemptions

1. One Time Exception

Any rental unit listed above, which within the previous six (6) months prior to a scheduled inspection has been: 1) inspected and approved by the County of Oscoda Building Office; or 2) issued a Certificate of Occupancy by the County Building Department. Such units will be issued a three-year Certificate of Compliance without an additional inspection.

2. Permanent Exemptions

The following are permanently exempted from the requirements of this Ordinance:

- a. All residential rental units and/or complexes currently inspected by the Federal Housing and Urban Development Department (HUD) or the Federal Housing Administration (FHA). Proof of inspection and compliance must be provided.
- b. Hotels, motels, and bed and breakfast establishments as classified in the Michigan Building Code, as amended.
- c. Homeless shelters.

SECTION 4. BASIS FOR INSPECTION

The County, through its Building Department, shall have the authority to inspect any residential rental dwelling unit or structure under the following situations:

- In the course of an initial scheduled inspection and tri-annual renewal inspection to receive and maintain a Certificate of Compliance.
- Upon request by the property owner or local agent to inspect a unit(s) and/or structure.
- Upon request by a tenant to inspect a unit or structure.
- Upon receipt of information that a unit or units are not registered with the County.
- Upon knowledge of an imminent life or safety danger.

SECTION 5. INSPECTION CRITERIA

- A. The County shall utilize the HUD's Housing Quality Standard (HQS), published the Office Housing and Urban Development as the established standards for the inspection of residential rental units.
- B. The County Building Department shall prepare a standardized checklist of items to be inspected consistent with the standards of the "Housing Quality Standards". The checklist shall be available to all residential property owners and tenants prior to an inspection.

SECTION 6. INSPECTION PROCEDURES

- A. All rental units must to register with the County Building Department's office within six (6) months of the effective date of this ordinance. If registered within the six (6) period, registration is free of charge. A fee will be charged for the registration of all rentals not registered within the six (6) month period.
- B. For the initial round of inspections, the Building Department's Office shall prepare an inspection schedule for existing residential rental dwelling units and structures presently registered with the County of Oscoda. The schedule shall be based on a three-year inspection cycle and shall be developed so as: 1) not to concentrate on a single geographic area in a given year; and 2) to limit the number of inspections for a single property owner with nine (9) or more residential rental units in separate structures to no more than one-third (1/3) of the units in a calendar year.
- C. Newly constructed and/or registered residential rental units shall be scheduled for an inspection at the time they are registered and shall be inspected and obtain a Certificate of Compliance prior to occupancy unless exempted under Section 4.B.1, One Time Exemptions. In such case, a Certificate of Compliance shall be issued without an additional inspection.
- D. At least thirty- (30) days prior to an inspection or inspections, the County Building Department's Office shall send in writing a notification to the property owner or local agent including the date, time, and the unit or units to be inspected. It shall be the responsibility of the property owner or local agent to notify the affected tenant(s). The property owner or local agent may request a change in the inspection appointment no less than ten (10) days prior to the scheduled inspection. In the event a property owner, local agent or tenant learns that he/she cannot be present at the scheduled appointment, the County Building Department must be notified at least twenty-four (24) hours in advance. A new inspection appointment shall be scheduled no more than thirty- (30) days from the original appointment. A missed appointment by a property owner or local agent shall be rescheduled by the County, and a "Missed Appointment Fee" as listed in the County's adopted Comprehensive Fee Schedule shall be imposed.
- E. A property owner, local agent, or tenant shall provide access to his/her residential rental dwelling unit(s) and/or structure(s). An individual refusing entry shall be notified of the

County's authority to inspect the property and that it will take appropriate and necessary action, including but not limited to: issuance of a citation, obtaining a search warrant, posting the unit as uninhabitable and/or instituting other legal action as prescribed in Section 11. Failure to Comply.

- F. A unit in compliance with the requirements included in the inspection checklist shall be issued a Certificate of Compliance valid for a period of three (3) years from the date of issuance, unless revoked by the County (see Section 8: Revocation of Certificate of Compliance).
- G. For units with code violations the Building Department shall provide a written notice of the noted code violations to the property owner or local agent, who shall have thirty (30) days from receipt of the notice to correct said code violations. More time may be granted by the Building Official in those situations in which the property owner or local agent can demonstrate a justifiable need and the additional time will not result in conditions deteriorating further. Less time may also be specified for life or health threatening situations. If any violation remains uncorrected following the allotted repair time an additional ten (10) days may be granted; however, a re-inspection fee shall be imposed for each subsequent re-inspection. The re-inspection fee shall be paid prior to the inspection.
- H. Decisions of the Rental Housing Inspector may be appealed to the Building Board of Appeals serving as the Housing Appeals Board (see Section 9, Appeal Process).
- I. The County Rental Housing Inspector shall be responsible for scheduling renewal inspections at least forty-five (45) days prior to the expiration of a Certificate of Compliance.

SECTION 7. STANDARDS

A. Living Room

- The rental unit must have at least one habitable room which is not a kitchen or bathroom area.
- An "efficiency apartment" (living/sleeping room with a kitchen area designed into it) is considered a living room.
- In units with one or more habitable rooms (other than kitchen or bathroom), one room, regardless of current use, must be selected as a living room.

B. Electrical Hazards

All rental units must be free from electrical hazards. Ground Fault interrupter outlets are required where a plug and any water source may come in contact in the kitchen, bathroom, or laundry room.

Electrical Hazards include:

- Broken or frayed electrical wires.
- Bare metal wires not covered by rubber or plastic insulation.
- Loose or improper wire connections to outlets
- Improper splicing of wires.

- Light fixtures hanging from electric wire with no other firm support.
- Missing or badly cracked cover plates on outlets and switches.
- Any outlet that does not work. But ONLY If the electrical box or cover plate gives a shock or if there are scorch marks.
- Electric cords under rugs/floor coverings.
- A wire lying in or near standing water or where water might splash.
- Lamp cord that is part of the permanent wiring system of the unit.
- Improper connections, insulation or grounding of any component of the electrical system.
- Exposed fuse box connections.
- Overloaded circuits evidence by frequently “blown” fuses.
- Any 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 abused (broken, cut or damaged in other ways).

C. Electricity requirements:

All rental units must meet the following minimum electricity requirements:

<u>ROOM</u>	<u>OUTLETS</u>		<u>PERMANENT LIGHT FIXTURE</u>
Living Room	2		0
	1	<u>or</u> plus	1
Kitchen	1	plus	1
All bathrooms	0		1
Other rooms Used for Living	2		0
	1	<u>or</u> plus	1

D. Security

All outer doors and windows must be capable of being locked.

Locks on Doors:

- All locks should be operable and securely fastened to the door.
- The lock “striker plate” should be working and be fastened securely to the door frame.
- A chain lock alone is not considered adequate to pass. However, a chain lock with another properly working lock would be adequate and would pass.
- A simple slide “bolt” lock (keyless lock) would not be adequate as the only lock on the only door of the unit.
- The door frame itself must be able to hold the door and securely lock when closed.
- Security bars are not allowed as a primary means of locking a patio door unless they are permanently attached to the door frame.

Locks on Windows:

- Locks installed on windows must work and when placed in the locked position, hold securely.
- Security bars are not allowed as a primary means of locking a window unless they are permanently attached to the window frame.
- A window that is nailed shut is not an acceptable means of locking.

E. Window Condition:

(1) Windows in a rental unit must meet the following conditions:

- No missing or broken-out panes.
- No dangerously loose, cracked panes.
- No windows that will not close.
- No windows that, when closed, do not form a reasonably tight seal and allow serious drafts to enter.

(2) Screens on windows.

- Screens on windows are required.

F. Ceiling Condition:

Ceilings shall be free from:

- Severe bulging or buckling.
- Large holes.
- Loose plaster/drywall in danger of falling (other than paper or paint).
- Loose sections of plaster or drywall in danger of falling.
- Many missing parts such as ceiling tile.

G. Wall Condition:

Walls shall be free from:

- Severe buckling, bulging or leaning.
- Damaged or loose structural members.
- Large holes or any holes, regardless of size, that allows significant drafts.

H. Floor Condition:

Floors shall be free from:

- Severe buckling, sagging, or movement when walked upon.
- Large sections of damaged/missing parts (e.g., missing floor boards).
- Holes which penetrate both the finish floor and sub flooring that allow weather or vermin to enter.
- Permanent floor covering/boards which are serious tripping hazards.

I. Kitchen:

All rental units shall have a kitchen.

Definitions

- A kitchen is an area used for preparation of meals. It may be either a separate room or an area of a larger room (for example, a kitchen area in an efficiency apartment.)
- Kitchens are defined in two ways:
 - (1) Function – A separate kitchen or kitchen area must be used **primarily** for the preparation and storage of food. A bedroom with a refrigerator is not a kitchen.
 - (2) Facilities – A kitchen must have ALL of the following:
 - a) A separate **kitchen sink** with piped hot and cold water;
 - b) A **stove** for cooking food;
 - c) A **refrigerator** to store perishable food; and
 - d) **Facilities and services** for the sanitary disposal of food and refuse.

J. Stove/Range with Oven:

Each rental unit must have a working oven and a stove/range with all top burners that work.

K. Refrigerator:

Each rental unit must have an adequately sized, properly working refrigerator that can maintain a temperature low enough so that food does not spoil over a reasonable period of time and capacity for storing frozen food.

L. Kitchen Sink:

A rental unit shall have a working kitchen sink with hot and cold running water.

M. Bathroom:

A rental unit shall have at least one bathroom present in the unit for the exclusive use of the occupant with a working toilet, washbasin, and hot and cold running water and adequate water pressure.

N. Smoke Detectors:

If the home was constructed before November 6, 1974, single-station smoke alarms must be installed in the following locations:

1. In each sleeping room or each area directly outside the sleeping room.
2. On each floor level including the basement level.

For sleeping units with split-levels and without an intervening door between the adjacent levels, a smoke alarm installed on the second level shall suffice for the adjacent lower level provided that the lower level is less than 1 full story below the upper level.

Equipment Requirements:

1. Installation. Smoke alarm devices shall be listed and installed in accordance with the manufacturer's installation requirements, the provisions of the code and the provisions of NFPA 72, which is adopted by reference in these rules.
2. Power Source. The equipment shall be operable by power from one (1) of the following primary sources.
 - a. The building wiring provided that such wiring is served from a commercial source and is equipped with a battery backup. Wiring shall be permanent and without disconnecting switch other than is required for overcurrent protection.
 - b. A non-rechargeable battery that is capable of operating the smoke alarm in the normal condition for a life of five (5) years.
 - c. A rechargeable battery, with proper charging, able to power the alarm for a life of five (5) years and shall be automatically recharged by an AC circuit of the commercial light and power source.
3. Audible Alarm Notification. The activation of the alarm signal shall produce a sound that is audible in all occupiable dwelling areas.

O. Heating Equipment:

A rental unit must have properly working, vented heating equipment capable of providing adequate heat to all rooms in the rental unit.

P. Plumbing:

A rental unit must have plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water.

Q. Sewer/Septic Connection:

A rental unit must be connected to an approved disposal system and be free from back up.

R. Access to Unit:

A tenant must have direct access to the rental unit without having to go through another unit.

S. Exits:

A rental unit must have an alternate means of exit from the building in case of fire.

T. Infestation:

A rental unit shall be free of infestation of rats, mice, or other potentially harmful vermin.

SECTION 8. REVOCATION OF CERTIFICATE OF COMPLIANCE

A Certificate of Compliance may be revoked by the Building Official under the following circumstances:

- A. A residential dwelling unit or structure is removed by the property owner or local agent from the County's Rental Registration List. A new Certificate of Compliance must be obtained including the required inspection prior to occupancy.
- B. A property owner or local agent has failed to correct code violations within the required timeframe and has been officially cited by the County as a misdemeanor violation or by other legal action.

SECTION 9. APPEAL PROCESS

- A. A property owner or local agent disagreeing with a decision of the Rental Housing Inspector relative to the existence of a violation or the timeframe in which to make corrections may appeal that decision to the Housing Appeals Board, hereby designated to hear such appeals. A tenant of a rental dwelling unit shall have standing to appeal a notice or order to vacate a residential rental dwelling unit.
- B. The County Building Board of Appeals shall serve as the Housing Appeals Board and shall meet on an as-needed basis.
- C. A property owner, local agent, or tenant requesting an appeal shall submit a written request on a form provided by the County Rental Housing Inspector with the appropriate fee within ten (10) days after receipt of a notice of violation, or within the time allotted for taking any action indicated on a notice or order, whichever is shorter. The decision or order of the Rental Housing Inspector shall be held in abeyance until such time as it is acted upon by the Housing Appeals Board.
- D. The Housing Appeals Board shall convene within fifteen (15) working days with notice served to the appealing party of the date, time, and location of the hearing. The Board shall hear testimony and argument from the appealing party and the Rental Housing Inspector and shall by majority vote render a decision on the question at hand. The decision of the Housing Appeals Board shall be binding on all parties.

SECTION 10. FEES

Fees for inspections, missed appointments, re-inspections, late fees, and appeals shall be as prescribed in the County of Oscoda Comprehensive Fee Schedule as adopted from time to time by the Oscoda County Board of Commissioners. All fees shall be paid at the Office of the Building Official prior to inspections being performed. A late fee shall be charged for all inspection fees not paid prior to the inspection through ten (10) days after the inspection is performed. Fees remaining unpaid more than ten (10) days following an inspection shall be charged an additional late fee and all accumulative charges may be added to the tax rolls relative to the property(s), and such charges shall become a lien in the same manner as the regular taxes applied to such premises, until such charges are paid.

SECTION 11. FAILURE TO COMPLY

Failure or refusal to have residential rental units inspected in accordance with this Ordinance, or failure to comply with any provision of this Ordinance or mote given pursuant hereto, shall constitute a misdemeanor, which upon conviction may result in a fine of up to \$500 per violation, costs of prosecution and/or imprisonment for up to ninety (90) days.

SECTION 12. ENFORCEMENT AUTHORIZATION

The County Rental Housing Inspector, County Building Inspector, Fire Marshall, County Sheriff's Department, and any other local law enforcement officers who are authorized to enforce codes, are authorized to enforce the provisions of this Ordinance and issue misdemeanor citations pursuant hereto.

SECTION 13. PROGRAM IMPLEMENTATION

The Building Department and Building Inspector under the direction of the Board of Commissioners shall be responsible for the implementation and ongoing operation of the Oscoda County Rental Housing Inspection Program.

EFFECTIVE DATE

THE PROVISIONS OF THIS ORDINANCE SHALL TAKE EFFECT SIXTY- (60) DAYS AFTER BEING ADOPTED BY THE BOARD OF COMMISSIONERS AND DULY PUBLISHED.

I HEREBY CERTIFY THAT THE **ORDINANCE NO#2006-1204** WAS ADOPTED BY THE BOARD OF COMMISSIONERS, COUNTY OF OSCODA MICHIGAN, AT A REGULAR MEETING HELD ON THE 26TH DAY OF SEPTEMBER 2006.

Signature on File

Joseph Stone, Chairman, Board of Commissioners

Signature on File

Jeri Winton, County Clerk

First Presented: August 22, 2006

Adopted: September 26, 2006- Motion# 2006-256

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Rental Inspection Fee Schedule

Initial/Renewal Inspection including One (1) Follow-up (to be paid prior to inspection)	\$50.00/unit (every 3 years)
Re-Inspections (following 2 nd Failure) (to be paid prior to re-inspection)	\$55.00/unit/re-inspection
Missed Appointments (to be paid prior to inspection)	\$50.00/unit
Late Payment Fee for Initial/Renewal Inspection Or Re-Inspection (paid up to and including 10 days after inspection)	Base fee plus \$5.00/unit
Failure to Pay Fee (more than 10 days after inspection)	Base fee plus \$10.00/unit and Fees may be placed on tax rolls for the property
Appeals	\$25.00

- Fees for tenants may be waived by the Rental Housing Inspector upon demonstration of financial hardship.

The Housing Board of Appeals may direct a fee paid by a property owner or local agent to be refunded if it determines either: 1) that an avoidable mistake was made by the County in the determination; or 2) that the County was unreasonable in a determination or ruling.