

# **CITY OF GILBERT RENTAL ORDINANCE**

## **Chapter 1: In General**

### **Section 1. Adoption.**

The City of Gilbert does hereby adopt this Rental Ordinance to license and regulate rental dwellings located within the municipal boundaries of the City of Gilbert.

### **Section 2. Purpose.**

The City of Gilbert recognizes the need for an organized inspection and registration program for rental dwellings located within the City in order to ensure rental units meet all applicable building, existing structures, fire, health, safety, and zoning codes, and to provide an efficient system for compelling landlords to correct violations and maintain, in proper condition, rental property within the City. Further, the City desires to establish a method to hold landlords accountable for failing to use effective methods to reduce illegal or disorderly behavior on their property. The City recognizes that the most efficient system is the creation of a program requiring the licensing of rental dwellings within the City.

### **Section 3. Definitions**

(a) Single-Family Dwelling. A detached residential dwelling unit, other than a mobile home, designed for and occupied by one family.

(b) Two-Family Dwelling. A detached residential building containing two dwelling units, designed for occupancy by not more than two families.

(c) Dwelling. One room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy, or rental or lease on a weekly, monthly, or longer basis, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking and sleeping facilities.

(d) Hotel. Any building or portion thereof where lodging is offered to transient guests for compensation and in which there are more than five sleeping rooms, with no cooking facilities in individual dwelling units.

(e) Nonconforming Use. A use lawfully in existence on the effective date of this ordinance and not conforming to the regulations for the zone in which it is situated.

(f) Parking Space. An improved surface area, enclosed or unenclosed, sufficient in size to store one motor vehicle, together with a street or alley and permitted ingress and egress of the motor vehicle. A minimum of 170 square feet, excluding access drives, is required.

(g) Rental Unit. Any dwelling that is occupied by at least one tenant.

(h) Tenant. Any adult person or emancipated minor who is occupying a dwelling under any agreement, lease or contract, whether oral or written, and for a period of seven or more consecutive or nonconsecutive days in any month, whether or not such occupancy requires the payment of rent, the payment of utilities or the provision of services, for the use of the dwelling.

(1) A tenant shall not include any owner of record and an owner's natural children, adopted children, foster children, spouse, other blood relations, any significant other and any other dependent minors, residing with that owner as a family unit. Significant other means romantic partner.

(2) A tenant shall not include a tenant's natural children, adopted children, foster children, spouse, other blood relations, any significant other or any other dependent minors, residing with the tenant as a family unit. Significant other means romantic partner.

#### **Section 4. Applicability Of Ordinance.**

This Ordinance shall apply to all rental units, including rental dwellings, rental dwelling units and rental rooming units, located within the City, except that it shall not apply to suites and sleeping rooms in hotels which are let to the public for periods of less than one week nor to common areas in such hotels.

#### **Section 5. Inspections; Enforcement; Fees.**

(a) For the purpose of attaining uniform acceptable rental housing standards in the City and enforcing this Ordinance, the building official is hereby authorized to enter, examine and survey, between the hours of 8:00 a.m. and 5:00 p.m., all rental units and rental premises. The building official, prior to making such inspection, shall inform the owner or their agent of the rental unit and/or rental premises to be inspected and the date and time of the inspection by letter postmarked not less than 96 hours prior to the time such inspection is made. After written notice has been given, the owner or tenant of such rental unit, or the person in charge thereof, shall give the building official free access to such rental unit and/or rental premises, during such time, for the purpose of such inspection, examination or survey; provided, that such inspection, examination or survey shall not have for its purpose the harassment of such owner or tenant and that such inspection, examination or survey shall be made so as to cause the least amount of inconvenience to the owner or tenant, consistent with an efficient performance of the duties of the building official; provided, that nothing in this Section shall be construed to prohibit the entry of the building official:

(1) At any time when in the opinion of the building official an actual emergency tending to create an immediate danger to public health and safety exists; or

(2) At any time when such inspection, examination or survey may be requested by the owner or tenant.

(b) When an order to correct a condition constituting a violation of this Ordinance has been issued, the building official is hereby authorized to enter and re-inspect all rental premises and rental units for the purpose of determining compliance with the mandates of such order. The re-inspection shall be made under the direction of the building official, by the building official, or by a team composed of public officers as deemed appropriate under the circumstances by the building official. The owner or tenant of the rental unit, or the person in charge thereof, shall give free access to such rental premises and/or rental unit for the purpose of such inspection, examination or survey.

(c) Every tenant of a rental unit shall give the owner thereof, or his agent or employee, access to any part of such rental premises or rental unit, at all reasonable times, for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this Ordinance or any lawful order issued pursuant to the provisions of this Ordinance.

(d) There shall be no charge on inspections made in response to complaints. Fees for licensing inspections, re-inspection, reinstatement, investigation, and transfer shall be established, from time to time, by resolution of the City Council. Fees shall not be prorated, transferred, or refunded.

## **Section 6. Service Of Notices And Orders.**

(a) Issuance; form of notice. Whenever the building official determines that there are reasonable grounds to believe that there has been a violation of any provisions of this Ordinance, notice of such alleged violation shall be given to the person responsible therefore, as hereinafter provided;

Such notice shall:

- (1) Be put in writing;
- (2) Include a statement of the points of noncompliance with this Ordinance;
- (3) Allow a reasonable time for the performance of any act it requires. In determining a reasonable time for performance the building official shall consider along with all other pertinent factors the nature and extent of the work involved, the season of the year and the existence of any immediate danger to public health and safety;
- (4) Contain an outline of remedial action which, if taken, will effect compliance with the provisions of this Ordinance; and
- (5) Be served upon the owner and the tenant as the case may require. That such notice shall be deemed to be properly served upon such owner if a copy thereof is served personally on the owner or the owner's agent designated pursuant to Chapter 2, Section 4(a), or if a copy thereof is sent by United States mail, postage prepaid, to the address provided

pursuant to Chapter 2, Section 4(a). That such notice shall be deemed to be properly served upon such tenant if a copy thereof is served personally on the tenant, or if a copy thereof is sent by United States mail, postage prepaid, to the rental address.

(b) Notices served pursuant to this Section automatically become an order. All orders shall be complied with; provided, that in the alternative, except for condition or situation amounting to a condemnation order, the use of the premises may be discontinued as a place of human habitation.

(c) Issuance of emergency orders without notice. Whenever the building official finds that an emergency exists which requires immediate action to protect the public health and safety, the building official may, without notice or hearing, issue an order declaring the existence of such an emergency and requiring that such action be taken as deemed necessary to meet the emergency notwithstanding the other provisions of this Ordinance. Such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately.

#### **Section 7. Notice Of Revocation, Suspension, Denial Or Non-Renewal.**

A written notice shall be served upon the owner stating the basis for the revocation, suspension, denial or non-renewal and the date upon which the action takes effect. Notice of the action shall be posted in a conspicuous place at the rental unit and/or licensed premise by the building official. No person, other than the building official, shall remove or alter any posting. The notice shall indicate the date the rental unit or licensed premise shall be vacated and no person shall reside in, occupy or cause to be occupied the rental unit or licensed premise until the building official has so removed said posting and issued a valid license therefore. After receipt of such notice, and if no appeal is taken within the period for appeals, it shall be unlawful for the owner to rent or lease any rental unit or bed until the license for said unit is reinstated. Owner shall, within ten days after receiving such notice, give notice in writing to the tenants stating the contents of the vacation order issued by the building official.

#### **Section 8. Maintenance Of Records.**

All records, files and documents pertaining to rental unit registration, inspections and complaints shall be retained and maintained by the City for ten years; and will be available to the public as allowed, permitted or required by state law or city ordinance.

### **Chapter 2: Licensing**

#### **Section 1. License Required.**

No person, whether an owner, manager, agent or sublessor, shall operate or permit the operation of a rental unit or offer to rent or lease any dwelling unless such dwelling has been granted a license from the City as provided herein. If,

during the licensing period, the number of dwelling units in a dwelling or beds in a rooming house is increased, no person shall rent or cause to be rented such additional units or beds, or permit the same to be occupied, until the building official has inspected the premises and approved them for occupancy. If found to be renting or causing to be rented a dwelling without a proper license, an investigation fee as established by resolution of the City Council shall be paid by the owner whether or not the dwelling is subsequently licensed.

## **Section 2. Licenses – Application, Procedure.**

(a) All licenses shall be issued by the building official. Applications for licenses shall be made by the owner or manager of the dwelling to the building official upon forms provided by such official, and such applications shall be accompanied by the required license fee. Applications for renewals of licenses and licenses for new rental units shall be made at least 60 days prior to the time the current license will expire or the units will be offered for rent. Upon receipt of a completed application and fees the building official shall issue a temporary license permitting the temporary rental of the dwelling until such dwelling has been inspected by the building official. All premises and/or dwellings shall be inspected before a license is issued. If the inspection by the building official discloses that there are violations on the premises or in the dwelling, the temporary license may be extended for a reasonable period of time, not to exceed 90 days, so that the violations can be corrected and the building re-inspected by the building official. The building official shall not extend a temporary license more than twice. No license shall be issued unless the dwelling or portions of the dwelling to be licensed have been found by the building official to comply with the provisions of this Ordinance and all other applicable ordinances of the City. If only a portion of a dwelling is licensed, no unlicensed portion shall be rented. Renting any unlicensed portion of a dwelling shall result in revocation of the license and issuance of a notice to vacate the premises.

(b) If, after issuance of a temporary license for an establishment, the building official is denied access to such dwelling, or any portion thereof, at any reasonable time while attempting to inspect the premises, the building official may revoke such temporary license upon written notice to the applicant, subject to the applicant's right to appeal as provided in this Ordinance.

## **Section 3. Term Of License.**

Licenses issued pursuant to this Ordinance shall be for a term of one year.

## **Section 4. Licenses—Terms And Conditions.**

(a) No license shall be issued pursuant to this Ordinance unless the applicant designates in writing to the building official a name and address located in the City where notices issued by the building official may be delivered. All notices issued by the building official regarding a particular license shall be sent by first class mail or personally delivered to the address specified by the owner, and for

purposes of this Ordinance delivery by such means shall constitute service of such notice on the owner.

(b) Each license or copy thereof or placard at least 3"x 5" with the same information noted below in this subparagraph shall be displayed in a conspicuous place so that it can be seen and read by a person outside the building and within the common way or near the main entrance of the dwelling and shall state the name, mailing address, e-mail address and telephone number of the owner or managing agency, if applicable, which is managing the dwelling. Any permitted license rental will ensure there is a local point of contact (within a 25 mile radius) available on such license. No license shall be transferred to another dwelling or rental unit.

(c) If there is a change in either ownership or management of a dwelling, the new owner or manager shall apply for a transfer of the license within 30 days of the change and pay the license transfer fee. A new license shall be issued to the dwelling for the remainder of the license period with the name of the new manager and/or owner upon payment of the required fee and submission of all required application forms.

(d) Any licensed single family or two family dwellings shall provide a minimum of two off street parking spaces. In addition, for each additional bedroom in excess of three, there shall be provided one additional off street parking space.

Any off street parking spaces shall comply with the standards for off street parking as established by the City. The number of required off street parking spaces shall be determined by the building official at the time of licensure. The owner shall ensure that all required off street parking spaces are cleared of snow to at least the required dimension of such spaces within 72 hours after the end of every snowfall.

## **Section 5. Rental Restrictions**

(a) In areas zoned R-1, no license shall be issued for any dwelling within a distance of 300 feet from any other licensed dwelling. The distance restriction shall not apply to the following:

(1) An owner occupied two family dwelling, provided that only occupants of the non-owner occupied family dwelling are occupying pursuant to a rental agreement;

(2) An owner occupied single family dwelling, provided that the number of persons occupying pursuant to a rental agreement is limited to one-person.

(b) In areas zoned R-4, no license shall be issued for any single family dwelling within a distance of 300 feet from any other licensed single family dwelling. The restriction shall not apply to an owner occupied single family dwelling,

provided that the number of persons occupying pursuant to a rental agreement is limited to one person.

(c) The restrictions contained within this section shall not apply to short term licenses. Except as otherwise provided, the building official may issue short term licenses for a period not to exceed 12 consecutive months. A short term license may not be issued more frequently than once in any three year period. Such short term licenses shall be applied for in the same manner as other rental licenses and all rental requirements for such dwelling unit shall otherwise meet all rental licensing requirements. A short term license may be issued for any single family or two-family dwelling under the following circumstances:

- (1) The owner is the current occupant of the dwelling unit, and
- (2) For professional, educational or military service reasons the owner intends to reside in another community located at least 50 miles from the dwelling unit, and
- (3) The owner provides sufficient evidence of such intention to temporarily relocate to the building official. Such evidence may include, but is not limited to written offers of employment, employment transfer directives, letter of acceptance from an educational institution, or military orders.

A short term license may be extended for an additional six month period provided that an application for extension is received prior to the expiration of the short term license and adequate evidence justifying such an extension is submitted with the application. The building official shall act upon such application for extension within 15 business days of delivery of the application.

(d) Any rental unit lawfully existing on January 1, 2015, may continue, even though such use does not conform to the provisions of this Section.

#### **Section 6. Inspections Of Licensed Premises—Suspensions.**

(a) All premises licensed pursuant to this Ordinance shall be made available for inspection by the building official at any reasonable time. If the building official is denied access to any licensed rental unit or premises, such official may suspend the license of the rental unit upon written notice to the owner, subject to the right to appeal as provided in this Ordinance, and any such suspension shall remain in effect until inspection has been permitted.

(b) If, upon inspection of a licensed rental unit, the building official finds that any rental unit does not comply with the provisions of this Ordinance, or other applicable ordinances of the City, a written notice shall be served by the building official upon the owner stating the nature of any violation and a reasonable time in which the violations must be corrected or the affected premises vacated. At the end of said time, the building official shall re-inspect the premises. If the premises are not vacated or the violations are not corrected, the building official may suspend the license of the rental unit, subject to owner's right of appeal as provided in this

Ordinance. The owner may, after such suspension, pay a re-inspection fee and request re-inspection and reinstatement of the license with respect to the entire dwelling or to rental units within the dwelling not affected by the violation. If the building official inspects the premises and determines that the violations have been corrected, the license for the entire structure shall be reinstated upon payment of a reinstatement fee.

### **Chapter 3: Health and Safety**

#### **Section 1. In General.**

(a) **Electrical equipment** shall be fully functional and in safe operating condition. Temporary wiring, drop cords or extension cords shall not be used in lieu of permanent wiring. Outlets within 14 inches of any water faucet shall be of the GFI style. The owner shall provide adequate electric service accessible by the tenant.

(b) **Exits:** Each unit shall have two exits. These exits shall be any combination of doors leading directly to the outside or public corridors and windows for egress. Every room shall have access through interior halls, stairs or doors to at least one of these exits. In addition, every bedroom shall have at least one additional means of escape. Any of the following will satisfy this requirement: (1) a window for egress, (2) a door leading directly to the outside or to a public corridor; or (3) a second separate means of escape through an adjoining room containing a door leading directly to the outside or to a public corridor or a window for egress.

(c) **Fire Extinguishers of Type ABC:** The owner (1) shall equip each single-family dwelling with at least one fire extinguisher, (2) shall equip each multi-family dwelling *either* with a 10 lb. extinguisher in each unit *or* one 20 lb. extinguisher in a common area on each floor, and (3) shall be responsible for the annual inspection and tagging of each such fire extinguisher by a certified professional.

(d) **Garbage:** The owner of each multi-family unit shall provide garbage collection containers or dumpsters adequate to accommodate all garbage and recyclables generated by each rental unit. Tenants, whether in single-family or multi-family units, shall not allow garbage, rubbish, debris, or recyclables to accumulate inside or outside of their units and shall keep their units reasonably clean and sanitary.

(e) **Heating units** shall be fully functional and be capable of maintaining all habitable rooms at 68 degrees Fahrenheit. Portable electric units and stoves shall not be used as a permanent source of heat and non-vented fuel-burning heaters are strictly prohibited.

(f) **Mold, rodents and insect infestations** shall be promptly eliminated by the owner and the rental unit shall then be kept mold and infestation free by the tenant.

(g) **Plumbing systems** shall be properly maintained by the owner free of leaks and fully functional; and shall provide hot and cold water to all sinks, tubs and showers and cold water to all the toilets.

(h) **Water heaters** shall be fully functional, properly vented if using gas and shall be equipped with a fully functional relief valve with a discharge line to within 14 inches of the floor.

(i) **Sanitary sewer systems shall** be properly maintained, fully functional and properly connected to every toilet, sink, tub and shower.

(j) **Smoke detectors** shall be fully functional and installed in every access point leading to bedrooms, public hallways and stairwells. Tenants shall not remove batteries from or otherwise disable, remove or destroy any such detector.

(k) **Carbon monoxide detectors** shall be provided by owner; shall be installed within 10 feet of the entrance to all bedrooms; and shall be maintained in fully functional condition. Tenants shall not remove batteries from or otherwise disable, remove or destroy any such detector.

## **Section 2. Exterior Structure.**

(a) **Accessory Structures** shall be maintained in same fashion as primary.

(b) **Chimneys** shall be structurally sound and in good working order.

(c) **Doors, storm doors, sliding glass doors and garage doors** shall be structurally sound, reasonably water and air tight, free of broken panes of glass and equipped with a locking system and latch in good working condition that is capable of keeping the door closed at all times.

(d) **Exterior Lighting:** Owner shall provide effective lighting near all exterior doors and in all exterior parking lots unless City or commercial lighting effectively makes it unnecessary.

(e) **Exterior stairs, sidewalks, retaining walls, porches, decks, railings and hand guardrails** shall be structurally sound and free of broken, rotting or missing sections. Four or more consecutive stair risers must have a well-anchored hand railing.

(f) **Foundation and basement** shall be reasonably watertight and shall adequately support the building at all points.

(g) **Lawn Care:** Owner shall be responsible for lawn care and for the removal of ice and snow.

(h) **Location of Numbers:** The owner shall provide address numbers that are readily apparent from the street in accordance with City Code. The unit numbers of each multi-family dwelling unit shall be displayed on the unit's main entrance door or within six inches of the units door frame.

(i) **Mailboxes/Mail Slots:** The owner shall provide mail boxes or slots in accordance with postal regulations.

(j) **Roof:** The owner shall maintain the roof in good, structurally sound and water tight condition.

(k) **Gutters,** if any, must be properly installed and maintained to be functional.

(l) **Utility Meters (Multi-Family Dwelling Units):** The owner shall provide a separate meter for each utility service for which the tenant is responsible.

(m) **Walls** shall be kept by the owner (1) structurally sound, water tight, free of holes, breaks, loose or rotting boards and (2) properly surfaced with siding, brick or paint, with chipping and flaking paint not to exceed 20% of the total surface area.

(n) **Windows** (1) shall be kept structurally sound, water tight, have unbroken glass and be fully functional to their design if required for ventilation or egress; (2) required for ventilation, including those in the basement, shall be supplied with a functional screen; (3) required for egress shall not be barred; and (4) that are covered over shall be covered with material that matches the exterior of the unit and shall be weatherproof and watertight.

### **Section 3. Interior Structure.**

(a) **Bathrooms:** One bathroom per unit shall be self-contained with a door for privacy (including a latch that can be opened from both sides of the door) and with a fully functional, flush-type toilet, lavatory sink, bathtub or shower, light fixture and electrical outlet. Only GFI electrical outlets are permitted within 14 inches of any water faucet.

(b) **Bedrooms:** Each bedroom shall be kept in a safe condition and with either at least two working electrical outlets or one ceiling light fixture and one electrical outlet and shall have two exits, one of which may be an interior hall, stair or door. The second exit must be one of the following: (1) a window for egress, (2) a door leading directly to the outside or to a public corridor; or (3) a second separate means of escape through an adjoining room containing a window for egress or door leading directly to the outside or to a public corridor.

(c) **Halls and Stairwells:** The owner shall provide adequate lighting in all halls and stairwells and a well-anchored hand railing for four or more consecutive stair risers.

(d) **Kitchen Facilities:** The owner shall provide a functioning exhaust fan or an open-able window or door; a fully functioning light fixture and electrical outlets (only GFI electrical- type outlets are permitted within 14 inches of any water faucet); a fully functional, approved sink, cupboards or shelves, a counter and outlets or proper connections for a cooking stove and refrigerator. Stoves and refrigerators provided by owners shall be fully functional and properly maintained by the owner.

(e) **Other habitable rooms** shall either (1) have a minimum of two working electrical outlets or one ceiling light fixture and one electrical outlet in each room; and (2) have any one of the following: an operable window, skylight, or door or working exhaust fan; or be an "adjoining room", as defined in § 97.02, that has an operable window, skylight, or door or working exhaust fan.

(f) **Walls, ceilings and floors** shall be kept (1) by the owner in good, sound condition, with no rotted or missing sections, and (2) by the tenant in a safe, sanitary condition. The owner shall timely clear and repaint chipping and flaking paint, and the tenant shall keep carpets reasonably clean and sanitary.

#### **Chapter 4: Emergency Remedies in Residential Rental Property**

##### **Section 1. Statement of Purpose; Scope.**

It is the purpose of this Chapter to protect and promote the general health, safety and welfare of the citizens of the City by providing tenants an effective remedy against loss of heat, water, electricity, gas, security or basic fire and life safety.

##### **Section 2. Emergency Conditions, Loss Of Heat, Water, Electricity, Etc.**

(a) If the owner fails to provide heat, running hot and cold water, electricity, gas or operable toilet or bathing facilities as required by law, the tenant may immediately notify the owner and the building official, either orally or in writing, of the condition. The building official shall, as soon as possible thereafter, inspect the premises to ascertain whether such violation exists. If the building official finds the violation to exist, the building official shall immediately notify the owner orally of the condition and cause written notice of the violation to be sent. If the owner has not remedied the situation within 24 hours after receiving notice of the deficiency from the building official, tenant may then correct the deficiency by paying a utility bill or causing the necessary repairs or corrections to be made, and may then deduct the amount of money actually used to correct the deficiency from future rent. All repairs made shall be made in conformance with applicable codes by persons who are licensed to perform the required work. In cases involving major repair or replacement of a heating plant, electric service, water service or sewer, where the apparent cost of the work exceeds \$500, the owner shall have the right to approve the method of repair and to choose the contractor if, and only if, the owner supplies temporary heat, water or electricity to the dwelling unit in

accordance with this Chapter and if a written repair contract is signed with seven days after notice is given by the building official.

(b) If the owner fails to provide deadbolt locks or smoke detectors as required by law, the tenant may notify the owner and the building official in accordance with subsection (a) above and the building official shall inspect and notify the owner of violations in accordance with said subsection. If the owner fails to provide required deadbolt locks or smoke detectors within five days after receiving notice from the building official, the tenant may cause the corrections to be made and deduct the cost of such corrections from the rent as provided in said subsection (a).

## **Chapter 5: Crime Free Housing Program**

### **Section 1. Findings Of Fact And Statement Of Purpose.**

The City Council finds that providing for the public health, safety and welfare requires a rental unit licensing and maintenance program that also provides for the quiet enjoyment of the normal activities of life for tenants of rental properties and for the neighborhoods in which such rental properties are located.

It is the purpose of this Chapter to ensure that all residential rental units in the City are decent, safe, sanitary and operated and maintained in a manner that avoids the creation of a nuisance to the neighborhood, an influence that fosters blight and deterioration, or creates a disincentive to neighborhood reinvestment. Property owners and managers are responsible for taking such reasonable steps as are necessary to ensure that the citizens of the City who occupy rental units may pursue the quiet enjoyment of the normal activities of life in surroundings that are safe, secure, sanitary and free from criminal activity and nuisances.

### **Section 2. Crime-Free Disclosure Rental Agreement Provisions Required; Exceptions.**

All rental agreements for any rental unit licensed as required by this Ordinance, except for residential facilities licensed by the state, shall be assumed to contain the crime-free policy disclosure provisions of Section 3 below.

### **Section 3. Owner Duties; Mandatory Rental Agreement Terms.**

(a) It shall be the responsibility of any tenant to ensure that all tenants and all guests of a tenant while on or about the licensed premise not engage in any illegal or disorderly behavior.

(b) The owner shall cause the commencement of an unlawful detainer or other eviction proceedings pursuant to the provisions of state law if a tenant violates the provisions of clause (c) of this Section on three or more occasions during a 12-month period.

accordance with this Chapter and if a written repair contract is signed with seven days after notice is given by the building official.

(b) If the owner fails to provide deadbolt locks or smoke detectors as required by law, the tenant may notify the owner and the building official in accordance with subsection (a) above and the building official shall inspect and notify the owner of violations in accordance with said subsection. If the owner fails to provide required deadbolt locks or smoke detectors within five days after receiving notice from the building official, the tenant may cause the corrections to be made and deduct the cost of such corrections from the rent as provided in said subsection (a).

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(a) It shall be the responsibility of any tenant to ensure that all tenants and all guests of a tenant while on or about the licensed premise not engage in any illegal or disorderly behavior.

(b) The owner shall cause the commencement of an unlawful detainer or other eviction proceedings pursuant to the provisions of state law if a tenant violates the provisions of clause (c) of this Section on three or more occasions during a 12-month period.

(c) Except for rental agreements related to occupancy of a state licensed residential facility, and except as otherwise preempted by federal or state laws and regulations, all rental agreements for the occupancy of a rental unit entered into on or after January 1, 2015, shall be assumed to contain the following provisions:

- (1) No tenant or guest of a tenant shall engage in any illegal or disorderly behavior while on or about the licensed premise;
- (2) No tenant or guest of a tenant shall aid or abet any illegal or disorderly behavior occurring on or about the licensed premise;
- (3) No tenant or guest of a tenant shall conspire with others to engage in any illegal or disorderly behavior on or about the licensed premise;
- (4) No tenant shall permit a guest of the tenant to engage in any illegal or disorderly behavior on or about the license premise;
- (5) Any violation of paragraphs 1-4, above, shall constitute a material violation of the rental agreement and shall constitute good cause for the immediate termination of the rental agreement.

(d) The owner, prior to the commencement of the term of the rental agreement, shall provide to the tenant(s) a written notice that contains the provisions of clause (c) of this Section and shall maintain a written acknowledgment signed by the tenant(s) acknowledging receipt of such notice.

#### **Section 4. Abatement Notice; Procedure.**

(a) The City shall respond as follows to a violation of the provisions of this Chapter:

(1) Upon occurrence of the first instance of a determination by the City that a rental unit was the location of an incident of illegal or disorderly behavior, the City shall cause notice to be made to the owner or an agent whose identity and address is on file in the office of the building official, and the tenant of the rental unit. The notice shall direct the owner to take steps to prevent further violations;

(2) Upon the occurrence of the second instance of the occurrence of an incident of illegal or disorderly behavior occurring at the rental unit within 12 months of the notice provided in clause (a)(1) above, the City shall cause notice to be made to the owner or an agent whose identity and address is on file in the office of the building official, and the tenant of the rental unit. The notice shall direct the owner to submit, within ten days of the date of the notice, a written abatement report of all actions taken by the owner since the first notice and actions the owner intends to take to prevent further illegal or disorderly behavior;

(3) Upon the occurrence of the third instance of illegal or disorderly behavior occurring at the rental unit within 12 months after the first of two previous notices, the City shall cause notice to be made to the owner or an agent whose identity and address is on file in the office of the building official, and the tenant of the rental unit. In addition to such notice, the building official shall revoke, suspend, or reject an application to renew the

license. The building official shall make the decision to revoke, suspend or refuse to renew the license within 15 days of the notice.

(b) For purposes of this Section, second and third instances of illegal or disorderly behavior shall be those which:

- (1) Occur at the same rental unit; or
- (2) Involve tenants of the same rental unit; or
- (3) Involve guests of a tenant at the same rental unit; or
- (4) Involve guests of the same tenant; or
- (5) Involve the same tenant.

(c) No adverse license action shall be imposed pursuant to this Chapter where the instance of illegal or disorderly behavior occurred during a pending unlawful detainer action or other eviction proceeding or within 30 days of notice given by the owner to a tenant to vacate the rental unit, except that if the building official determines that the owner has failed to diligently pursue such process, such adverse license action shall proceed. Further, an action to deny, revoke, suspend or not renew a license based upon violations of this Chapter may be postponed or discontinued at any time if the building official determines that the owner has taken appropriate measures which will prevent further instances of disorderly behavior. Such measures may include, but are not limited to, evidence of a failed eviction process despite the owner's diligent pursuit of same.

(d) A determination that the rental unit has been the location of illegal or disorderly behavior shall be made by a preponderance of the evidence to support such a determination. It shall not be necessary that criminal charges be brought in order to support a determination of illegal or disorderly behavior, nor shall the fact or dismissal or acquittal of such a criminal charge operate as a bar to adverse license action under this Chapter.

#### **Section 5. Retaliation; Waiver Prohibited.**

No owner or the owner's agent shall bar or limit a tenant's right to call for police or emergency assistance in response to domestic abuse or any other conduct or impose a penalty on a tenant for calling for police or emergency assistance in response to domestic abuse or any other conduct. A tenant may not waive and no such owner or owner's agent may require the tenant to waive the tenant's right to call for police or emergency assistance. Any such waiver contained in a rental agreement shall be null and void and unenforceable.

### **Chapter 6: Revocation, Suspension, Declination, Or Denial Of A License; Authority.**

#### **Section 1. Authority.**

In addition to the provisions of Chapter 2, Section 6 and Chapter 5, Section 4 of this Ordinance, the building official may revoke or suspend a current rental license,

deny a new rental license or decline to renew a rental license issued under this Ordinance as provided in this Chapter. In buildings containing more than one rental unit, the revocation, suspension, denial or declination may apply to one or more rental units at the discretion of the building official.

## **Section 2. Basis, Violation.**

The basis for such revocation, suspension, denial or declination includes, but is not limited to, any of the following circumstances:

- (1) The license was procured by misrepresentation of material facts with regard to the rental unit or the ownership of the rental unit; or
- (2) The applicant or one acting on behalf of the applicant made misstatements accompanying the application; or
- (3) The applicant has failed to comply with any condition set forth in any other rental license granted to the applicant by the City; or
- (4) The activities of the applicant or the applicant's agent create or have created a danger to the public health, safety or welfare; or
- (5) The rental unit contains conditions that might injure or endanger the safety, health or welfare of any member of the public; or
- (6) Failure to pay any fee or penalty required by this Ordinance and Council resolution; or
- (7) Failure to correct violations of this Ordinance in the time period specified in the notice of violation and correction; or
- (8) Failure to commence unlawful detainer or eviction proceedings following the third instance of illegal or disorderly behavior; or
- (9) Violation of any regulation or provision applicable to the activity, to which the license has been granted, or any regulation or law of the state so applicable; or
- (10) Failure to continuously comply with any condition required of the applicant for the approval or maintenance of the license; or
- (11) Any violation of this Ordinance.

## **Section 3. Violation; penalty.**

Any person who violates the provisions of this Ordinance may be charged with a violation thereof pursuant to Sections 10.20 and 10.99 of the Gilbert City Code.

## **Section 4. Enforcement Alternatives.**

Enforcement actions provided in this Ordinance shall not be exclusive, and the City may take any action with respect to an owner, a tenant, or a rental unit(s) as is authorized by the City Code or State law.

## **Chapter 7: Appeal**

Any person who receives an order from the building official denying, suspending or revoking a license pursuant to this Ordinance may appeal such denial, suspension or revocation to the City Council. Request for such appeal shall be made in writing to the building official within 15 days after the day the notice was served. If an appeal is filed, no denial, suspension or revocation shall take effect until after the appeal is heard and determined as provided herein. The building official shall then set a time and place for such appeal to be heard and notify the appellant of said time and place. No appeal shall be set for hearing less than ten days or later than 40 days from the date the appeal is filed. At the hearing, appellant may be represented by counsel, may produce witnesses, and may testify in their own behalf. The City Council may administer oaths, take testimony and subpoena witnesses and papers at such hearing. After hearing all the evidence and arguments, and after due deliberation, the City Council shall affirm, reverse or modify the action of the building official. Notice of the City Council's decision shall be served on the appellant within 48 hours after such decision is rendered. Any action taken by the City Council shall be final.

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