

Title 15 ► Chapter 8

Rental Housing Code

15-8-1	Definitions
15-8-2	Inspections
15-8-3	Enforcement; Service of Notices and Orders; Hearings
15-8-4	Minimum Standards for Basic Equipment and Facilities
15-8-5	Minimum Standards for Light, Ventilation and Heating
15-8-6	Requirements Regarding Safe and Sanitary Maintenance
15-8-7	Minimum Space, Use and Location Requirements
15-8-8	Minimum Requirements
15-8-9	Responsibilities of Owners and Occupants
15-8-10	Licensing of Rooming Houses
15-8-11	Designation of Unfit Rental Dwellings; Condemnation
15-8-12	Rental Housing License; Fees
15-8-13	Penalty

Sec. 15-8-1 Definitions.

- (a) **Chapter Definitions.** The following definitions will apply in the interpretation and enforcement of this Chapter:
- (1) **Basement.** A space of full story height below the first floor which is not designed or used primarily for year around living accomodations. Space, partly below grade, which is designed and finished as habitable space is not defined as basement space. (Ref: see pg. 14, FHA No. 300, dated 1-1960). This shall be referred to throughout this Chapter.
 - (2) **Building Inspector.** The Building Inspector of the City of Amery or his/her authorized representative.
 - (3) **Cellar.** A portion of a building located partly or wholly underground and having two-thirds or more of its clear floor-to-ceiling height above the average grade of the adjoining ground (see "Basement" for reference).
 - (4) **Rental Dwelling.** Any building which is wholly or partly used or intended to be used for living or sleeping by human occupants, provided temporary housing as hereinafter defined shall not be regarded as a rental dwelling.

- (5) **Rental Dwelling Unit.** Any room or group of rooms located within a rental dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking, and eating.
- (6) **Extermination.** The control and elimination of insects, rodents, or other pests by eliminating their harborage places, by removing or making inaccessible materials which may serve as their food, by poisoning, spraying, fumigating, trapping, or by other recognized and legal pest elimination methods approved by the Building Inspector.
- (7) **Garage.** The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.
- (8) **Habitable Room.** A room or other enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, watercloset compartments, laundries, pantries, foyers or communicating corridors, closets, and storage space.
- (9) **Infestation.** The presence within or around a rental dwelling of any insects, rodents or other pests.
- (10) **Multiple Rental Dwelling.** Any rental dwelling containing more than two (2) rental dwelling units.
- (11) **Occupant.** Any person over one year of age living, sleeping, cooking, or eating in or having possession of a rental dwelling unit or rooming unit.
- (12) **Operator.** Any person who has charge, care or control of a building, or part thereof, in which rental dwelling units or rooming units are offered for rent.
- (13) **Ordinary Minimum Winter Conditions.** The temperature which is 15 degrees Fahrenheit above the lower recorded temperature for the previous ten (10) year period. (Lowest temperature 19 degrees Fahrenheit). Figure, winter base temperature not less -15 degrees Fahrenheit with inside room temperature of +70 degrees Fahrenheit minimum for range. (Bathroom +80 degrees Fahrenheit).
- (14) **Owner.** Any person who, alone or jointly, or severally with others"
 - a. Shall have legal title to any rental dwelling unit, with or without accompanying actual possession thereof, provided, whenever the rental dwelling or dwelling unit is subject to conditional sales contract, lease with option to purchase, or any other form of written contract under the terms of which any person is entitled to a conveyance of legal title upon payment of a specified sum. "Owner" shall mean the person who shall have such a contractual right, rather than the person who is holding the legal title; or
 - b. Shall have charge, care or control of any rental dwelling or dwelling unit as executor, executrix, trustee, receiver, or guardian of the owner as defined in Subsection (a)(14)a. Any such person thus representing the actual owner shall be bound to comply with this Chapter to the same extent as if he/she were the owner. Any person acting as the agent of the owner shall not be construed to be

the owner within the terms of this Chapter, but shall be bound to notify the owner, by means of a certified letter addressed to the owner at his/her last known address, of any order or notice to be issued by the Building Inspector relating to the property of the owner.

- (15) **Person.** Includes any individual, firm, corporation, association or partnership.
- (16) **Plumbing.** Includes all of the following supplied facilities and equipment, gas pipes, gas burning equipment, water pipes, garbage disposal equipment, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents, floor drains, laundry traps, drinking fountains, gutters, downspouts, area drains, lines, sanitary and storm sewer systems; also subsoil drainage and other supplied fixtures together with all connections to water, sewer or gas lines.
- (17) **Rooming Unit.** Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.
- (18) **Rooming House.** Any rental dwelling, or that part of any rental dwelling, containing one or more rooming units, in which space is let by the owner or operator to five (5) or more persons who are not husband or wife, sister or brother, son or daughter or father or mother of the owner(s) or operator(s).
- (19) **Rubbish.** Combustible or noncombustible waste materials, except garbage; and the term shall include the residue from the burning of wood, coal, coke, and other combustible material, paper, rags, cartons, boxes, wood excelsior, trimmings, leaves, tin cans, metals, mineral matter, glass, crockery or dust.
- (20) **Supplies.** Paid for, furnished or provided by or under the control of the owner or operator.
- (21) **Temporary Housing.** Any tent, trailer, or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure or any utilities system on the same premises for more than thirty (30) consecutive days.
- (22) **Definitions Interpretation.** Whenever the words "rental dwelling," "rental dwelling unit," "rooming house," or "premises" are used in this Chapter, they shall be construed as though they were followed by the words "or any part thereof."

Sec. 15-8-2 Inspections.

The Building Inspector shall make biennial inspections to determine the condition of rental dwellings, rental dwelling units, and premises located within the City, in order that he/she may perform his/her duty of safeguarding the health and safety of the occupants of rental dwellings and of the general public. For the purpose of making such inspections, the Building Inspector may enter, examine, and survey, at proper time after due notice, all rental dwelling units, rooming units and premises. The owner or occupant of every rental dwelling, rental dwelling unit and

rooming unit, or the person in charge thereof, shall give the Building Inspector access to such rental dwelling, rental dwelling unit or rooming unit and its premises, at proper times after due notice, for the purpose of such inspection, examination and survey. Every occupant of a rental dwelling unit or rental dwelling shall give the owner thereof, or his/her agent or employee, access to any part of such rental dwelling or rental dwelling unit, or its premises, at all reasonable times for the purpose of making such repairs or alterations as are necessary to affect compliance with the provisions of this Chapter.

Sec. 15-8-3 Enforcement; Service of Notices and Orders; Hearings.

- (a) **Notice.** Whenever the Building Inspector determines that there are reasonable grounds to believe that there has been a violation of any provision of this Chapter which affects the health of the occupants of any rental dwelling, rental dwelling unit or rooming unit or the health of the general public, or whenever the Building Inspector determines that there are reasonable grounds to believe that there has been a violation of any such provision which affects the safety of any such occupants or the safety of the general public, the Building Inspector shall give notice of such alleged violation to the person or persons responsible therefore, and to any known agent of such person, as hereinafter provided. Such notice shall:
- (1) Be put in writing.
 - (2) Include a statement of the reasons why it is being issued.
 - (3) Allow a reasonable time for the performance of any act it requires.
 - (4) Be served upon the owner or his/her agent, or the occupant, as the case may require, provided such notice shall be deemed to be properly served upon such owner or agent, or upon such occupant, if a copy thereof is served upon him/her personally, or if a copy thereof is sent by certified mail to his/her last known address, or if a copy thereof is posted in a conspicuous place in or about the rental dwelling affected by the notice, or if he/she is served with such notice by any other method authorized or required under the laws of the state.
 - (5) Shall contain an outline of remedial action which, if taken, will affect compliance with the provisions of this Chapter.
- (b) **Hearing.** Any person affected by any such notice issued by the Building Inspector may request a hearing on the matter before the Common Council, provided such person shall file in the Office of the Building Inspector within ten (10) days after service of the notice, a written petition requesting such hearing and setting forth a brief statement of the grounds therefor. Upon receipt of such petition, the Building Inspector shall arrange a time and place for such hearing and shall give the petitioner written notice thereof. Such hearing shall be held as soon as practicable after the receipt of request therefor. At such hearing, the petitioner shall be given an opportunity to be heard and show cause why such notice should not be complied with.

- (c) **Action After Hearing.** After such hearing, the Common Council shall sustain, modify, or withdraw the notice, depending upon its findings, as to whether the provisions of this Chapter have been complied with. If the Common Council shall sustain or modify such notice, it shall be deemed to be so ordered.
- (d) **Notice To Be An Order If Not Appealed.** Any notice served pursuant to Subsection (a) shall automatically become an order if a written petition for a hearing is not filed in the Office of the Building Inspector within ten (10) days after such notice is served.
- (e) **Revocation.** After a hearing in the case of any notice suspending any permit required by this Chapter, when such notice has been sustained by the Common Council, the permit shall be deemed to have been revoked. Any such permit which has been suspended by a notice shall be deemed to be automatically revoked if a petition for hearing is not filed in the Office of Building Inspector within ten (10) days after such notice is served.
- (f) **Record of Hearing.** The proceeding at such hearing, including the findings and decision of the Common Council, shall be summarized, reduced to writing, and entered as a matter of public record in the offices of the City. Such record shall also include a copy of every notice or order issued in connection with the matter.
- (g) **Appeal to Court.** Any person aggrieved by the decision of the Common Council may seek relief therefrom in any court of competent jurisdiction as provided by the laws of Wisconsin.
- (h) **Emergency Orders.** Whenever the Building Inspector finds that an emergency exists which requires immediate action to protect the public health and/or safety, he/she may, without notice or hearing, issue an order reciting the existence of such an emergency and requiring that such action be taken as he/she deems necessary to meet the emergency. Notwithstanding the other provisions of this Chapter, such order shall be effective immediately, but upon petition to the Building Inspector, the person subject to the order shall be afforded a hearing as soon as possible in the manner provided in Subsection (b). After such hearing, depending upon the findings as to whether the provisions of this Chapter have been complied with, the Common Council shall continue such order in effect, or modify it or revoke it.

Sec. 15-8-4 Minimum Standards for Basic Equipment and Facilities.

No person shall occupy as owner/occupant, or let to another for occupancy, any rental dwelling or rental dwelling unit for the purpose of living, sleeping, cooking, or eating therein, which does not comply with the following requirements:

- (a) **Kitchen Sink.** Every dwelling unit shall contain a kitchen sink in good working condition and properly connected to a water and sanitary sewer system approved by the Building Inspector.
- (b) **Bathroom.** Every rental dwelling unit shall contain a room within its walls; separate from the habitable rooms, which affords privacy to a person within said room and which is

equipped with a flush water closet, a lavatory basin and a bathtub and/or shower and the necessary fixtures and accessories therefor in good working condition and properly connected to hot and cold water lines and sanitary sewer system approved by the Building Inspector.

- (c) **Connection of Facilities.** The tub and/or shower required under this Chapter and every kitchen sink, lavatory basin, and bath shall be properly connected with public water lines.
- (d) **Rubbish Storage.** Every rental dwelling unit shall be supplied with adequate rubbish storage facilities conforming to City ordinances.
- (e) **Garbage Disposal Facilities.** Every rental dwelling unit shall have adequate garbage disposal facilities or garbage storage containers.
- (f) **Egress.** Every rental dwelling unit shall have safe, unobstructed means of egress heading to safe and open space at ground level, as required by the laws of the State of Wisconsin and ordinances of the City.

Sec. 15-8-5 Minimum Standards for Light, Ventilation and Heating.

No person shall occupy as owner/occupant or let to another person for occupancy any rental dwelling or rental dwelling unit, for the purpose of living there, which does not comply with the following requirements:

- (a) **Window Area.** Every habitable room shall have at least one window or skylight facing directly to the outdoors. The minimum total window area, measured between stops for every habitable room, shall be ten percent (10%) of the floor area of such room.
- (b) **Openable Window Area.** Every habitable room shall have at least one window or skylight which can easily be opened or such other device as will adequately ventilate the room. The total of openable window area in every habitable room shall be equal to not less than four percent (4%) of the floor area, except where there is supplied a mechanical device affording adequate ventilation.
- (c) **Bathrooms and Water Closets.** Every bathroom and water closet compartment shall comply with the light and ventilation requirements for habitable rooms contained in Subsections (a) and (b), except that no window or skylight shall be required in bathrooms and water closet compartments equipped with a mechanical ventilation system.
- (d) **Heating Facilities.** Every rental dwelling shall have heating facilities which are properly installed, maintained in safe and good working conditions, and capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments in every rental dwelling unit located therein to a temperature of at least Seventy (70) degrees Fahrenheit, at a distance of thirty (30) inches above floor level, under ordinary minimum winter conditions.
- (e) **Lighting.** Every public hall and stairway in every multiple rental dwelling shall be adequately lighted in conformity with the current issue of the National Electrical Code and the Wisconsin Administrative Code.

- (f) **Basement Windows.** Every basement shall receive natural and artificial light and shall be ventilated according to Federal Housing Administration and Wisconsin Administrative Code requirements. Every basement or cellar window used or intended to be used for ventilation, and every other opening to a basement which might provide an entry for rodents, shall be supplied with a screen or such other device as will effectively prevent their entrance.

Sec. 15-8-6 Requirements Regarding Safe and Sanitary Maintenance.

No person shall occupy as owner/occupant or let to another for occupancy any rental dwelling or rental dwelling unit, for the purpose of living therein, which does not comply with the following:

- (a) **Foundations, Floors, Ceilings, Roofs.** Every foundation, floor, wall, ceiling, and roof shall be reasonably weather tight, watertight, and rodent-proof; shall be capable of affording privacy; and shall be kept in good repair.
- (b) **Skylights, Exterior Doors, Basement Hatchways.** Every window skylight, exterior door, and basement hatchway shall be reasonably weather-tight, watertight and rodent-proof, and shall be kept in sound working condition and good repair.
- (c) **Stairs, Porches and Appurtenances.** Every inside and outside stairs, porch and appurtenance thereto shall be so constructed as to be safe to use and capable of supporting any load that normal use may cause to be placed thereon, and shall be kept in sound condition and good repair.
- (d) **Plumbing Fixtures and Water Waste Pipes.** Every plumbing fixture and water waste pipe shall be properly installed and maintained in good sanitary working condition, free from defects, leaks and obstructions.
- (e) **Bathroom Floor Surface.** Every water closet compartment floor surface and bathroom floor surface shall be constructed and maintained so as to be reasonably imperious to water and as to permit such floor to be easily kept in a clean and sanitary condition.
- (f) **Safe Installation Required.** Every supplied facility, piece of equipment, or utility which is required under this Section shall be so constructed or installed that it will function safely and effectively, and shall be maintained in satisfactory working condition.
- (g) **Disconnection of Utilities Prohibited.** No owner, operator, or occupant shall cause any service facility, equipment or utility which is required under this Section to be removed from or shut off from or discontinued for any occupied rental dwelling let or occupied by him/her except for such temporary interruption as may be necessary while actual repair or alterations are in progress, or during temporary emergencies or when discontinuance of service is approved by the Building Inspector.
- (h) **Rented Premises To Be Fit For Human Occupancy.** No owner shall occupy or let to any other occupant any vacant rental dwelling unit unless it is clean, sanitary and fit for human occupancy.

Sec. 15-8-7 Minimum Space, Use and Location Requirements.

No person shall occupy or let to another for occupancy any rental dwelling or rental dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

- (a) **Gross Floor Area.** Every rental dwelling unit shall contain a minimum gross floor area of not less than one hundred fifty (150) square feet for the first occupant, one hundred (100) square feet for the second occupant, and seventy-five (75) square feet for each additional occupant. The floor area shall be calculated on the basis of the total area of all habitable rooms.
- (b) **Sleeping Rooms.** In every rental dwelling unit of two (2) or more rooms, every room occupied for sleeping purposes by one occupant shall contain at least eighty (80) square feet of floor space, and every room occupied for sleeping purposes by more than one occupant shall contain at least forty (40) square feet of floor space for each occupant thereof over twelve (12) years of age and at least thirty (30) square feet for each occupant thereof under twelve (12) years of age.
- (c) **Ceiling Heights.** At least one-half of the floor area of every habitable room shall have a ceiling height of at least seven (7') feet six (6") inches, and the floor area of that part of any room where the ceiling height is less than five (5) feet shall not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy thereof.
- (d) **Basement Rental Dwelling.** No basement or cellar space shall be used as a rental dwelling unit unless it complies with the "Minimum Property Requirements #300" of the Federal Housing Administration, as revised.

Sec. 15-8-8 Minimum Requirements.

- (a) **Water Heating Facilities.** Every rental dwelling unit shall be supplied with water heating facilities which are installed in an approved manner, properly maintained and capable of heating water to such temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub, shower, and laundry facility or other similar units, at a temperature of not less than one hundred ten (110) degrees Fahrenheit at any time needed.
- (b) **Electrical Outlets.**
 - (1) Where there is electric service available to the building, every habitable room of a rental dwelling unit shall contain at least two (2) separate and remote outlets, one of which may be a ceiling or wall-type electric light fixture. Every public hall, bathroom, laundry room or furnace room shall contain at least one electric light fixture. In addition, every bathroom and laundry room shall be provided with at least one electric outlet.
 - (2) In wet or damp areas, GFI switches shall be installed.

- (c) **Screen Requirements.** From May 1 to October 1, every rental dwelling unit, for protection against mosquitoes, flies and other insects, shall have supplied and installed screens and a self-closing device for every door opening directly from a rental dwelling unit to outdoor space; and every window or other device with openings to outdoor space, used or intended to be used for ventilation, shall likewise be supplied with screens installed.
- (d) **Fire Extinguishers.** Each rental unit shall have a minimum of one fire extinguisher available within the unit, maintained in proper working order.
- (e) **Smoke Detectors.**
- (1) **Scope.** The requirements of this Subsection shall apply to all new and existing housing rental units, including, but not limited to, apartments, rooming houses and dwellings containing rooming units, university residence halls, hotels, motels, group homes, day care nurseries, homes for the aged and infirm, convalescent homes, one (1) and two (2) family rental units, mobile home rental units and other places of abode for which rent or a fee is obtained.
- (2) **Definitions.** The following definitions shall be applicable in this Subsection:
- a. **Apartment.** A room or suite of rooms which is arranged, designed, used or intended to be used as a housekeeping unit for a single family in a multi-family dwelling.
 - b. **Day Care, Nursery.** A licensed facility where persons provide, for compensation or consideration of service, group care for four (4) or more children under seven (7) years of age for less than twenty-four (24) hours a day.
 - c. **Group Homes.** A facility which provides twenty-four (24) hour service to three (3) or more unrelated adults who reside in a facility where care or treatment or services are offered above the level of room and board, but not including nursing services.
 - d. **Rooming House.** Any dwelling containing one (1) or more rooming units in which space is let to three (3) or more persons for pay or other consideration. It is intended that cooperatives, communes or other unchartered groups of people be included under this definition.
 - e. **Rooming or Lodging Unit.** A room rented as sleeping and living quarters, but without cooking facilities and with or without an individual bathroom. In a suite of rooms without cooking facilities, each room which provides sleeping accommodations shall be counted as one lodging room or rooming unit.
 - f. **Sleeping Area.** The area of the unit in which the bedrooms or sleeping rooms are located. Bedrooms or sleeping rooms separated by another use area such as a kitchen or living room are separate sleeping areas, but bedrooms or sleeping rooms separated by a bathroom are not separate sleeping areas. Each individual room or suite of rooms in hotels or motels is considered a separate area.
 - g. **Smoke Detector.** A device which detects particles or products of combustion other than heat.

- (3) **Requirement.** The owner of any building or housing rental unit within the scope of this Subsection shall install and maintain, within ninety (90) days of the effective date hereof, a smoke detector in each sleeping area, at the head of every open stair, and at the door leading to every enclosed stair on each floor level.
- (4) **Installation and Maintenance.**
 - a. Smoke detectors required under this Subsection shall be approved by Underwriters Laboratory, which, when activated, shall provide an audible alarm.
 - b. Smoke detectors shall be installed according to the directions and specifications of the manufacturer and maintained in good working order.
- (5) **Tampering/Removal.** No person other than the owner shall tamper with, alter or remove any smoke detector, fire extinguisher, fire apparatus or alarm from any building or unit, or a battery therefrom.
- (6) **Enforcement.**
 - a. No owner or operator shall be allowed to rent or allow the occupancy of any property in violation of the provisions of this Subsection.
 - b. The Building Inspector shall not issue a rental license to any owner or operator found to be in violation of the provisions of this Subsection.
- (7) **Penalties.**
 - a. The Building Inspector, Housing Inspector or Fire Inspector shall have the power to issue citations for violations of this Subsection.
 - b. Any person violating any of the terms of this Subsection shall, upon conviction, be subject to a forfeiture as prescribed in Section 1-1-7, together with the costs of prosecution, provided that each day a violation is continued shall be construed to be a separate violation.

Sec. 15-8-9 Responsibilities of Owners and Occupants.

- (a) **Public Areas.** Every owner of a rental dwelling containing more than four (4) dwelling units shall be responsible for maintaining, in a clean and sanitary condition, the shared or public area of the rental dwelling and premises thereof.
- (b) **Duty to Keep in Clean and Sanitary Condition.** Every occupant of a rental dwelling or rental dwelling unit shall keep in a clean and sanitary condition that part of the rental dwelling, rental dwelling unit and premises thereof which he/she occupies and controls.
- (c) **Rubbish Disposal.** Every occupant of a rental dwelling or rental dwelling unit shall dispose of his/her garbage and any other organic waste which might provide food for rodents, in a clean and sanitary manner, by placing it in the garbage storage containers required by Section 15-8-4(e). The owner shall supply such facilities or containers for all rental units in a rental dwelling containing more than four (4) rental dwelling units and from all rental dwelling units located on premises where more than four (4) rental dwelling

units share the same premises. In all other cases it shall be the responsibility of the occupant to furnish such facilities or containers.

- (d) **Hanging Screens.** Every occupant of a rental dwelling or rental dwelling unit shall be responsible for hanging screens whenever the same are required under this Section or under any rule or regulation adopted pursuant thereto, except where the owner has agreed to supply such service.
- (e) **Extermination of Pests.** Every occupant of a rental dwelling unit containing a single rental dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and every occupant of a rental dwelling unit in a rental dwelling containing more than one rental dwelling unit shall be responsible for such extermination whenever his/her rental dwelling unit is the only one infested. Notwithstanding such provisions, whenever infestation is caused by failure of the owner to maintain a rental dwelling in a ratproof or reasonable insect-proof condition, extermination shall be the responsibility of the owner.
- (f) **Plumbing Fixtures.** Every occupant of a rental dwelling unit shall keep all plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.

Sec. 15-8-10 Licensing of Rooming Houses.

No person shall operate a rooming house, or shall occupy or let to another for occupancy any rooming unit in any rooming house except in compliance with the provisions of this Section except the provisions of Sections 15-8-4 and 15-8-9. Such person shall also comply with the following:

- (a) **Rooming House License.** No person shall operate a rooming house unless he/she holds a valid rooming house license issued by the Office of the City Administrator in the name of the operator and for the specific rental dwelling unit. The operator shall apply to the Office of the Building Inspector for a permit for license, which shall be issued by the City Administrator upon compliance by the operator to the satisfaction of the Building Inspector with the applicable provisions of this Chapter. This license shall be displayed in a conspicuous place within the rooming house at all times. No such license shall be transferable. Every person holding such a license shall give notice in writing to the Office of City Administrator and/or Building Inspector within twenty-four (24) hours after having sold, transferred, given away, or otherwise disposed of ownership of, interest in or control of any rooming house. Such notice shall include the name and address of the person succeeding to the ownership or control of such rooming house. Every rooming house license shall expire at the end of one year following its date of issuance, unless sooner suspended or revoked as hereinafter provided.
- (b) **Hearing.** Any person whose application for a permit to obtain a license to operate a rooming house has been denied may request and shall be granted a hearing on the matter, under the procedure provided in Section 15-8-3.

- (c) **Notice of Violation; Suspension of License.** Whenever, upon inspection of any rooming house, the Building Inspector finds that conditions or practices exist which are in violation of any provision of this Chapter, the Building Inspector shall give notice in writing to the operator of such rooming house that, unless such conditions or practices are corrected within a reasonable period, to be determined by the Building Inspector, the operator's rooming house license will be suspended. At the end of such period, the Building Inspector shall reinspect such rooming house, and if he/she finds that such conditions or practices have not been corrected, he/she shall give notice in writing to the operator that the latter's license has been suspended. Upon receipt of notice of suspension, such operator shall immediately cease operation of such rooming house, and no person shall occupy for sleeping or living purposes any rooming unit therein.
- (d) **Hearing.** Any person whose license to operate a rooming house has been suspended, or who has received notice from the Building Inspector that his/her license is to be suspended unless existing conditions or practices at his/her rooming house are corrected, may request and shall be granted a hearing on the matter before the body designated by the Common Council, under the procedure provided by Section 15-8-3, provided if no petition for such hearing is filed within ten (10) days following the day on which such license was suspended, such license shall be deemed to have been automatically revoked.
- (e) **Water Closets, Wash Basin, Bathtub, or Shower.** At least one flush closet, lavatory basin and bathtub or shower, properly connected to a water and sanitary sewer system approved by the Building Inspector and in good working condition, shall be supplied for each ten (10) persons or fraction thereof residing within a rooming house, including members of the operator's family wherever they share the use of the said facilities, provided that in a rooming house where rooms are let only to males, tank system urinals of the floor resting type fixtures may be substituted for not more than one-half of the required number of water closets. All such facilities shall be so located within the rental dwelling as to be reasonably accessible from a common hall or passageway to all persons sharing such facilities. Every lavatory basin and bathtub or shower shall be supplied with hot water at all times. No such facilities shall be located in a basement except by written approval of the Building Inspector.
- (f) **Changing Linen and Towels.** The operator of every rooming house shall change supplied bed linen and towels therein at least once a week, and prior to the letting of any room to any occupant. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.
- (g) **Sleeping Room Areas.** Every room occupied for sleeping purposes by one person shall contain at least eighty (80) square feet of floor space, and every room occupied for sleeping purposes by more than one person shall contain at least forty (40) square feet of floor space for each occupant thereof over twelve (12) years of age and at least thirty (30) square feet for each occupant therein under twelve (12) years of age, as computed in accordance with Section 15-8-7(b).

units share the same premises. In all other cases it shall be the responsibility of the occupant to furnish such facilities or containers.

- (d) **Hanging Screens.** Every occupant of a rental dwelling or rental dwelling unit shall be responsible for hanging screens whenever the same are required under this Section or under any rule or regulation adopted pursuant thereto, except where the owner has agreed to supply such service.
- (e) **Extermination of Pests.** Every occupant of a rental dwelling unit containing a single rental dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and every occupant of a rental dwelling unit in a rental dwelling containing more than one rental dwelling unit shall be responsible for such extermination whenever his/her rental dwelling unit is the only one infested. Notwithstanding such provisions, whenever infestation is caused by failure of the owner to maintain a rental dwelling in a ratproof or reasonable insect-proof condition, extermination shall be the responsibility of the owner.
- (f) **Plumbing Fixtures.** Every occupant of a rental dwelling unit shall keep all plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.

Sec. 15-8-10 Licensing of Rooming Houses.

No person shall operate a rooming house, or shall occupy or let to another for occupancy any rooming unit in any rooming house except in compliance with the provisions of this Section except the provisions of Sections 15-8-4 and 15-8-9. Such person shall also comply with the following:

- (a) **Rooming House License.** No person shall operate a rooming house unless he/she holds a valid rooming house license issued by the Office of the City Administrator in the name of the operator and for the specific rental dwelling unit. The operator shall apply to the Office of the Building Inspector for a biennial license, which shall be issued by the City Administrator upon compliance by the operator to the satisfaction of the Building Inspector with the applicable provisions of this Chapter. This license shall be displayed in a conspicuous place within the rooming house at all times. No such license shall be transferable. Every person holding such a license shall give notice in writing to the Office of City Administrator and/or Building Inspector within twenty-four (24) hours after having sold, transferred, given away, or otherwise disposed of ownership of, interest in or control of any rooming house. Such notice shall include the name and address of the person succeeding to the ownership or control of such rooming house. Every rooming house license shall expire at the end of one year following its date of issuance, unless sooner suspended or revoked as hereinafter provided.
- (b) **Hearing.** Any person whose application for a permit to obtain a license to operate a rooming house has been denied may request and shall be granted a hearing on the matter, under the procedure provided in Section 15-8-3.

- (c) **Notice of Violation; Suspension of License.** Whenever, upon inspection of any rooming house, the Building Inspector finds that conditions or practices exist which are in violation of any provision of this Chapter, the Building Inspector shall give notice in writing to the operator of such rooming house that, unless such conditions or practices are corrected within a reasonable period, to be determined by the Building Inspector, the operator's rooming house license will be suspended. At the end of such period, the Building Inspector shall reinspect such rooming house, and if he/she finds that such conditions or practices have not been corrected, he/she shall give notice in writing to the operator that the latter's license has been suspended. Upon receipt of notice of suspension, such operator shall immediately cease operation of such rooming house, and no person shall occupy for sleeping or living purposes any rooming unit therein.
- (d) **Hearing.** Any person whose license to operate a rooming house has been suspended, or who has received notice from the Building Inspector that his/her license is to be suspended unless existing conditions or practices at his/her rooming house are corrected, may request and shall be granted a hearing on the matter before the body designated by the Common Council, under the procedure provided by Section 15-8-3, provided if no petition for such hearing is filed within ten (10) days following the day on which such license was suspended, such license shall be deemed to have been automatically revoked.
- (e) **Water Closets, Wash Basin, Bathtub, or Shower.** At least one flush closet, lavatory basin and bathtub or shower, properly connected to a water and sanitary sewer system approved by the Building Inspector and in good working condition, shall be supplied for each ten (10) persons or fraction thereof residing within a rooming house, including members of the operator's family wherever they share the use of the said facilities, provided that in a rooming house where rooms are let only to males, tank system urinals of the floor resting type fixtures may be substituted for not more than one-half of the required number of water closets. All such facilities shall be so located within the rental dwelling as to be reasonably accessible from a common hall or passageway to all persons sharing such facilities. Every lavatory basin and bathtub or shower shall be supplied with hot water at all times. No such facilities shall be located in a basement except by written approval of the Building Inspector.
- (f) **Changing Linen and Towels.** The operator of every rooming house shall change supplied bed linen and towels therein at least once a week, and prior to the letting of any room to any occupant. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.
- (g) **Sleeping Room Areas.** Every room occupied for sleeping purposes by one person shall contain at least eighty (80) square feet of floor space, and every room occupied for sleeping purposes by more than one person shall contain at least forty (40) square feet of floor space for each occupant thereof over twelve (12) years of age and at least thirty (30) square feet for each occupant therein under twelve (12) years of age, as computed in accordance with Section 15-8-7(b).

- (h) **Egress.** Every rooming unit shall have safe, unobstructed means of egress leading to safe and open space at ground level, as required by the laws of this state and the City.
- (i) **Maintaining Sanitary Condition.** The operator of every rooming house shall be responsible for the sanitary maintenance of all walls, floors and ceilings, and for maintenance of a sanitary condition in every other part of the rooming house and shall be further responsible for the sanitary maintenance of the entire premises where leased or occupied by the operator.
- (j) **Application to Efficiency Apartments.** Every provision of this Chapter which applies to rooming houses shall also apply to efficiency apartments, cabins, hotels and similar accommodations except to the extent that any such provision may be found in conflict with the laws of this state or with the lawful regulations of any state board or agency.
- (k) **Emergencies.** The Building Inspector may suspend the operation of Section 15-8-7(a) or (b) or 15-8-10(g) by special or general order in writing when he/she shall deem an emergency exists, which, in his/her discretion shall warrant such suspension; provided, however, no such general or special order so suspending operation of Section 15-8-7(a) or 15-8-10(g) shall be for longer than ten (10) days.

Sec. 15-8-11 Designation of Unfit Rental Dwellings; Condemnation.

- (a) **Requirement to Condemn.** The designation of rental dwellings or rental dwelling units as unfit for human habitation and the procedure for the condemnation and placarding of such unfit rental dwelling or rental dwelling units shall be carried out in compliance with the following requirements:
 - (1) Any rental dwelling or rental dwelling unit which shall be found to have any of the following defects outlined in Subsection (a)(2) through (4) below shall be condemned as unfit for human habitation and shall be so designated and placarded by the Building Inspector.
 - (2) One which is so damaged, decayed, dilapidated, unsanitary, unsafe or vermin-infested that it creates a serious hazard to the health or safety of the occupants or of the public.
 - (3) One which lacks illumination, ventilation or sanitary facilities adequate to protect the health or safety of the occupants or of the public.
 - (4) One which, because of its general condition or location, is unsanitary or otherwise dangerous to the health or safety of occupants or of the public.
- (b) **Vacating Premises.** Any rental dwelling or rental dwelling unit condemned as unfit for human habitation, and so designated and placarded by the Building Inspector, shall be vacated within sixty (60) days as ordered by the Building Inspector.
- (c) **Reoccupation of Premises.** No rental dwelling or rental dwelling unit which has been condemned and placarded as unfit for human habitation shall again be used for human habitation until written approval is secured from and such placard is removed by the

15-8-11

Building Inspector. The Building Inspector shall remove such placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated.

- (d) **Defacing or Removing Placards.** No person shall deface or remove the placard from any rental dwelling or rental dwelling unit which has been condemned as unfit for human habitation and placarded as such, except as provided in Subsection (c) above.
- (e) **Hearing.** Any person affected by any notice or order relating to the condemning and placarding of a rental dwelling or rental dwelling unit as unfit for human habitation may request and shall be granted a hearing on the matter before the Common Council under the procedure set forth in Section 15-8-3.

Sec. 15-8-12 Rental Housing License; Fees.

- (a) **License Required For Rental Dwellings.** Any owner of a rental dwelling, rental dwelling unit or dwelling unit or premises shall have a rental housing license issued by the City. Application for such license shall be on a form approved by the City. Any owner, or the owner's agent, heirs or assigns, shall not rent any property within the City limits without having been issued a rental housing license through the Office of Building Inspector.
- (b) **Fees.** Fees as prescribed in Section 1-3-1 shall be paid for each of the following:
 - (1) Individual rental dwelling unit.
 - (2) Multiple dwelling unit.
 - (3) Rooming houses.
 - (4) Sleeping rooms in owner-occupied building.
 - (5) Transfer fee.
- (c) **Term.** Licenses shall be issued for a period of two (2) years and are non-transferable without further application.

Sec. 15-8-13 Penalty.

Any person who shall violate any provision of this Chapter or any order, rule or regulation made hereunder shall be subject to a penalty as provided in Sec. 1-1-7 of this Code of Ordinances.