

Prepared by Carol Nemmers, Deputy City Clerk, City of Waterloo,
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ORDINANCE NO. 5202

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WATERLOO, BY REPEALING CHAPTER 7, HOUSING, OF TITLE 9, BUILDING REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF WATERLOO; AND ENACTING IN LIEU THEREOF A NEW CHAPTER 7, RENTAL HOUSING, OF TITLE 9, BUILDING REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF WATERLOO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, as follows:

That Chapter 7, Housing, of Title 9, Building Regulations, of the Code of Ordinances of the City of Waterloo is hereby repealed in its entirety; and that a new Chapter 7, Rental Housing, of Title 9, Building Regulations, of the Code of Ordinances of the City of Waterloo is hereby enacted in lieu thereof as follows:

CHAPTER 7
RENTAL HOUSING

9-7-1: TITLE:

This chapter shall be known as the Waterloo Rental Housing Code and will be cited as the housing code.

9-7-2: PURPOSE:

The purpose of this code is to provide minimum standards to safeguard life, limb, health, property and public welfare by regulating and controlling the use, occupancy, location and maintenance of all residential buildings and structures for rental within this jurisdiction, and to establish a program of regular rental inspections.

9-7-3: DEFINITIONS:

When used in this chapter, the following terms and words shall have the following meanings, unless the context clearly indicates that a different meaning is intended.

DWELLING: Any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a place for human residence, including sleeping quarters and bathroom or kitchen facilities.

LANDLORD: The owner of a rental unit. Landlord is also referred to in this chapter as owner, operator, licensee and applicant.

LICENSING OFFICER: The Waterloo City Clerk and his or her designee.

RENTAL UNIT: Any dwelling, duplex, multiple dwelling, condominium, dwelling unit, rooming unit, trailers, mobile homes or sleeping unit which is not eligible for the Iowa homestead credit for property tax purposes, or single-dwelling portions of a duplex or multiple dwelling that are not occupied by the owner of the property, and which requires a payment in money or

services to be made to the owner for the possession or use thereof.

RESPONSIBLE LOCAL AGENT: A designated agent of a landlord who is responsible for fulfilling the landlord's duties with regard to landlord's rental units. Also referred to herein as an agent.

9-7-4: LANDLORD LICENSE REQUIREMENT:

- A. No person shall lease, rent, or otherwise allow a rental unit to be occupied without a current landlord license obtained from the City Clerk under the provisions of this chapter.
- B. In order to be granted a landlord license an applicant must register all rental units(s) for which the applicant is the owner or responsible local agent by completing and filing a rental permit registration form with the City Clerk, as provided in this chapter, and paying all fees required by this Code.
- C. The requirements to receive a landlord license include the following:
 - 1. All requirements of Section 9-7-7 pertaining to inspections have been met;
 - 2. All fees for the registration of the rental unit(s) and license have been paid in full;
 - 3. All judgments of any nature in the City's favor and against the applicant have been paid in full;
 - 4. The applicant has provided the licensing officer the name(s), address and telephone number(s) of the individual(s) responsible for the maintenance and management of the registered premises;
 - 5. All requirements of Section 9-1B are met on all rental properties owned by the landlord.
- D. Issuance of License. If the licensing officer concludes as a result of the information contained in the application that the requirements for a landlord license have been met, then the licensing officer shall issue the landlord license, otherwise the licensing officer shall issue a notice of denial.
- E. License Term. A landlord license shall be valid for no more than one (1) year. All licenses shall expire on December 31 of each year. The landlord or responsible local agent shall re-apply for a license no later than November 1.
- E. A landlord license fee and renewal fees shall be established by resolution of the city council.

9-7-5: RENTAL REGISTRATION PERMIT:

- A. No person shall lease, rent, or otherwise allow a rental unit within the City to be occupied without first obtaining or renewing a rental registration permit from the City and designating a responsible local agent. All rental units must be registered annually as required by this chapter.
 - 1. Registration Forms. Application for registration shall be made upon current forms furnished by the City and

shall, at minimum, require all of the following information.

- a. The name of the apartment house or complex, if any;
 - b. The street address and block and lot number of the rental unit(s);
 - c. The year originally built or replaced;
 - d. The number and types of rental units within the rental property;
 - e. The number of bedrooms and bathrooms in each unit;
 - f. The maximum number of tenants permitted for each rental unit in accordance with the adopted International Property Maintenance Code or other applicable codes;
 - g. The name, address, telephone number, email address, mobile telephone number, and facsimile number, of the person or agent authorized to collect rent from the tenants;
 - h. The name and contact information for the person who is responsible for yard maintenance and trash collection, and indication of whether such person is landlord, agent, or tenant;
 - i. A copy of a current valid inspection certificate for the property shall be provided with the application, but shall not be necessary in the event of a first-time application.
 - j. Multi-unit housing - All rental units contained within a multi-unit dwelling or building may be registered on one registration form by listing individual addresses if all other required information is the same.
 - k. Represent that the landlord has insurance in effect that insures each rental unit, and the larger building of which it may be a part, against damage to the premises, with coverage in an amount sufficient to repair damages and render the premises habitable within ninety (90) days. Landlord shall promptly provide proof of such insurance to the city clerk upon request.
2. Payment of Fees. The landlord shall have all outstanding fees, charges, and assessments owed to the City of Waterloo paid in full before issuance of any rental registration permit, except for such fees, charges or assessments which may be the subject of an active appeal.
- B. Accurate and Complete Information. All information provided on the registration form must be accurate and complete. No person shall provide inaccurate information for the registration of a rental unit. Failure to provide the information required for such registration shall be grounds for denial or non-renewal. The landlord or the designated responsible local agent shall sign the registration form, certifying to the accuracy and completeness of the

information provided. When the owner is not a natural person, the owner information shall be that of the president, general manager or other chief executive of the organization. When more than one person has an ownership interest, the required information shall be provided on the registration form for each owner with a twenty-five percent (25%) or greater interest.

C. Change in Registration Information or Transfer of Property.

1. Whenever there is a change in the information required for a permit, the landlord or responsible local agent must be re-registered within thirty (30) calendar days after any change occurs and either the permit shall be amended or a new permit shall be issued.
2. If the rental unit is sold, assigned, or otherwise transferred, the rental unit must be re-registered within thirty (30) days.
3. The landlord shall notify the City Clerk's office of any change in the designation of the responsible local agent including a change in name, address, e-mail address, telephone number, mobile telephone number or facsimile number of the designated registered local agent within thirty (30) days of the change.
4. The landlord or responsible local agent shall notify the building official of a change in the functional design characteristics of the rental unit or the maximum number of tenants permitted for each rental unit as regulated by adopted building and life safety codes. Any such change shall require appropriate inspections and issuance of a new certificate of compliance.

D. Registration Term and Renewals.

1. A rental registration permit shall be valid for no more than one (1) year. All permits shall expire on December 31 of each year, or upon suspension or revocation of the landlord license of the property owner. The landlord or responsible local agent shall re-register each rental unit with the City no later than November 1.
2. Failure to register rental units by the deadline shall result in the assessment of a double registration fee.
3. Annual renewal of rental unit registrations may be expedited by submitting a City-provided affidavit form that affirms there are no changes to the previous year's registration information. The landlord or responsible local agent must review this information prior to submitting the renewal affidavit.
4. Responsible Local Agent. The responsible local agent shall be responsible for all of the following:
 - a. Operating the registered rental unit in compliance with all applicable City ordinances;
 - b. Providing escorted access to the rental unit for the purpose of making any and all inspections necessary to ensure compliance with applicable city ordinances;

- c. Maintaining a list of the names and number of occupants of each rental unit for which he or she is responsible and providing Crime Free Lease Addendum documentation upon request per incident;
- d. Accepting all legal notices or services of process under this chapter with respect to the rental unit.

9-7-6: DENIAL, SUSPENSION, REVOCATION OR NON-RENEWAL:

- A. The licensing officer or building official may revoke, suspend, deny or decline to renew any landlord license issued under 9-7-4 or any rental registration permit issued under 9-7-5 for any of the following grounds.
 - 1. False statements on any application or other information or report required by this section to be given by the applicant or licensee.
 - 2. Failure to pay any application, penalty, re-inspection or reinstatement fee required by this chapter or city council resolution.
 - 3. Failure to correct deficiencies noted in notices of violation within the time specified in the notice.
 - 4. Failure to comply with the provisions of a mitigation or remediation plan approved by the building official or designee.
 - 5. Failure to comply with the provisions of Title VIII of the Fair Housing Act of 1968 (as amended).
 - 6. Allowing rental units to be occupied after the tenant has violated the Crime Free Lease Addendum required by 9-7-8 and failing to take reasonable and effective remedial action when such violative conduct occurs.
 - 7. Failure to implement the Crime Free Lease Addendum required by 9-7-8 on all new and renewal lease agreements.
 - 8. Failure to provide proof of the insurance referred to in 9-7-5(A) upon request of the city clerk.
 - 9. Designation of a rental unit or the larger structure of which it is a part as an unsafe structure by the building official or his designee.
- B. Limited Defense to Adverse Action. It shall be a defense to enforcement action based on tenant violation of a Crime Free Lease Addendum if the landlord or its responsible local agent has undertaken each of the following actions.
 - 1. Reported the violation to city police.
 - 2. Evicted or attempted to evict the tenant by lawful means.
 - 3. In the instance of a first offense, undertaken with diligence reasonable means to avoid a recurrence of violations on the premises by present or future tenants or occupants.

- C. Notice of Decision. A decision to deny, suspend, revoke or not renew a license or permit shall be in writing, delivered by ordinary mail to the address indicated on the application or license, and shall specify reasons for the action.
- D. Effect of Decision. Upon decision to deny, suspend, revoke or not renew a license or permit, no new application for a landlord license or a rental registration permit from the applicant or licensee for the same rental unit or multi-unit building will be accepted for a period of six (6) months from the date of the decision. After the six (6) month period has expired, the landlord may reapply for a license or permit, but approval is not automatic depending on the specific facts of the case. Further action adverse to the landlord is appealable under this chapter. No rent may be collected for any unit not covered by a valid, current permit. Until such license or permit is issued, reissued or reinstated, no new rental contracts may be entered into by the landlord or its local responsible agent for any of such landlord's rental properties, but existing rental contracts may be extended or renewed on the same terms.
- E. Appeals. No landlord license or rental registration permit may be finally denied, suspended, revoked or not renewed without notice and an opportunity for the applicant or holder of the license or permit to be heard. The applicant or holder of the license or permit may appeal the decision to the Housing Appeals Board as provided in 9-7-11.
- F. Order of precedence to deny, suspend, revoke or not renew a landlord license or rental registration permit.
 - 1. First course of action - Rental unit registration(s) shall be denied, suspended, revoked or not renewed if an owner allows a specific property or properties to remain in violation of this chapter or otherwise in an illegal condition or status and has failed to take responsible, reasonable and verifiable actions on a timely basis to remedy the violation(s).
 - 2. Second course of action - Landlord license shall be denied, suspended, revoked or not renewed if an owner allows repeated violations to occur and continues to allow rental unit(s) to remain in violation of this chapter or otherwise in an illegal condition or status and has failed to take responsible, reasonable and verifiable actions on a timely basis to remedy the violation(s).

9-7-7: INSPECTIONS REQUIRED:

- A. Rental Properties: Regular inspection on all residential rental property, including mobile homes, shall be made once every three (3) years for compliance with the building code, property maintenance code, other applicable codes, and this chapter. In addition to said codes and this chapter, the housing quality standards promulgated by the United States Department of Housing and Urban Development for use in assisted housing programs will govern to the extent not superseded by more stringent requirements of said codes and this chapter. Inspections of all properties will also be made at any time upon receipt of a complaint or request by a tenant or owner. Any rental structure receiving two (2) complaints regarding substantiated violations during any twelve (12) month period shall be put on an annual

inspection schedule for three (3) years following the last substantiated complaint.

B. Regular Inspections: Inspections shall be made with notice to the owner, or its responsible local agent if any, and occupant at least ten (10) days prior to the inspection being made. Inspection shall be made of each rental unit and of all common space or areas under the owner's control.

C. Certificate of Inspection:

1. No person shall rent, lease or cause to be occupied any rental unit that does not possess a certificate of inspection issued under this code. This section shall not be operable until such unit has come under the provisions of this section.

2. After passing inspection, a rental unit governed by this chapter shall be issued a certificate of inspection.

3. The landlord, or its responsible local agent if any, and occupants of rental units inspected under this chapter shall be furnished with a list of any violations and shall be advised specifically of any violations which may cause an immediate hazard to the health or safety of an occupant, with a specific time limit set for correction of the violations.

D. Inspection Fees: All inspection and reinspection fees shall be paid by the owner or responsible local agent prior to the issuance of a certificate of inspection. Any inspection fee not paid within thirty (30) days shall be deemed a violation of this section. Fees shall be as follows:

1. A reinspection fee of fifty dollars (\$50.00) per unit if not in compliance will be charged for each reinspection.

2. A fee of fifty dollars (\$50.00) will be charged for all scheduled inspections where an appointment is not kept and the owner, local responsible agent or occupant did not make an attempt to contact the city.

9-7-8: CRIME FREE LEASE ADDENDUM:

A. All rental agreements commencing or renewed after the effective date of this ordinance, whether written or oral, concerning rental units that are subject of this chapter shall include a Crime Free Lease Addendum, in form and substance acceptable to the city and adopted by resolution of the city council. As a condition of any landlord license granted hereunder, the licensee shall produce any rental agreements as may be requested by the city to determine compliance with this requirement.

B. Failure of the landlord to produce the Crime Free Lease Addendum upon request by the City shall be a violation of this chapter.

9-7-9: OWNER AND TENANT RESPONSIBILITIES:

A. Every landlord or its agent, in addition to being responsible for maintaining each rental unit in a sound structural condition, shall be responsible for keeping that part of the building or premises which it controls in a

clean, sanitary and safe condition, including the shared or public areas in a building containing two (2) or more rental units. In addition, every landlord or its agent shall comply with the provisions of Title 5, Chapter 3, Article B of this code, granting housing protections to victims of domestic violence.

- B. Tenant to maintain rental unit. The tenant shall comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

9-7-10: HOUSING APPEALS BOARD:

The housing appeals board shall consist of five (5) members, three (3) of whom shall constitute a quorum. All appointments shall be for a term of three (3) years. The board shall consist of a home builder, a tenant, a landlord and two members-at-large. Each board member shall be a resident of the City of Waterloo or shall have his or her principal place of employment in the City of Waterloo. No member of said board shall serve more than two (2) consecutive terms and shall not be reappointed to a third term unless said member has not served on any board or commission of the city for a minimum of one year before reappointment to any board or commission; provided, however, that a third term may be approved upon extraordinary circumstances and/or unavailability of applicants as determined by the mayor.

9-7-11: APPEALS:

- A. Right of Appeal: A person aggrieved by a decision of the licensing officer or the building official may file a written appeal with the city clerk within fourteen (14) days of the postmarked date of the notice of decision. An administrative fee of fifty dollars (\$50.00) must be paid when the appeal is filed. Failure to file the appeal and pay the administrative fee within said fourteen (14) days shall constitute a waiver of the right to a hearing, and the decision shall thereupon become final.
- B. Scheduling and Noticing Appeal for Hearing: As soon as practicable after receiving the written appeal the housing appeals board shall fix a date, time, and place for the hearing of the appeal by the board. Such date shall be not less than ten (10) days nor more than sixty (60) days from the date the appeal was filed with the city clerk and the administrative fee paid. Written notice of the time and place of the hearing shall be given at least ten (10) days before the date of the hearing to each appellant by the city clerk either by delivering a copy of such notice to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at his or her address shown on the appeal. The hearing shall be scheduled for no more than thirty (30) minutes in length, or such additional time as the board in its discretion may deem necessary. If the appellant desires additional time, he or she must make application to the board at least seven (7) days before the hearing date.
- C. Conduct of Hearing: At the appeal hearing the appellant shall have an opportunity to be heard and to show cause as to why such decision should be modified, extended, or overturned, or why a variance should be granted. Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal. The appeal hearing shall be simple and informal, without regard to

technicalities of procedure or rules regarding admissibility of evidence. The board may consider any evidence it considers credible, including testimony of city employees, written summaries and other secondary sources, and give such weight to the evidence as it considers warranted. After such hearing the board, by a majority vote, may sustain, modify, extend or revoke a decision or grant or deny a variance. Such determination shall be contained in a written decision and shall be filed with the city clerk within ten (10) days after the hearing, or any continued session thereof.

D. Variances or Extensions: The board, by majority vote, may grant variances or extensions of time to take corrective action. In the event that an extension or variance is granted, the board shall observe the following conditions:

1. In lieu of or in addition to administrative extensions, the board may grant an extension or extensions of time for compliance with any order or notice provided that the board makes specific findings of fact based on evidence relating to the following:

a. That there are practical difficulties or unnecessary hardships in carrying out the strict letter of any notice or order; and

b. That such an extension is in harmony with the general purpose and intent of this chapter in securing the public health, safety and general welfare.

2. Except under extraordinary circumstances, the extension or sum of extensions shall not exceed nine (9) months.

3. The board may grant a variance in a specific case and from a specific provision of this chapter subject to appropriate conditions; and provided the board makes specific findings of fact based on evidence presented on the record as a whole, and related to the following:

a. That there are practical difficulties or unnecessary hardships in carrying out a strict letter of any notice or order; and

b. That due to the particular circumstances presented, the effect of the application of the provisions would be arbitrary in the specific case; and

c. That an extension would not constitute an appropriate remedy for these practical difficulties or unnecessary hardships in this arbitrary effect; and

d. That such variance is in harmony with the general purpose and intent of this chapter in securing the public health, safety and general welfare.

E. Staying of Order Under Appeal: Enforcement of any notice issued under this chapter shall be stayed during the pendency of a timely and properly perfected appeal therefrom.

9-7-12: VIOLATION; PENALTY.


- A. Except as set forth in subsection C below, any person who violates the requirements of this chapter shall be guilty of a municipal infraction, subject to prosecution and penalty in accordance with 1-3-2 of this code and further actions to deny, suspend, revoke or not renew a landlord license and/or rental registration permit as prescribed in this chapter.
- B. Violation correction procedures as prescribed in Section 106 and 107 of the adopted International Property Maintenance Code shall be followed unless otherwise amended by this or other provisions of this code.
- C. Crime Free Lease Addendum. The penalty for violation of 9-7-8 shall be as follows:
- | | |
|--------------------------------|------------|
| 1 st Offense | \$100 |
| 2 nd Offense | \$200 |
| 3 rd and Subsequent | \$500 each |
- D. Injunction. It shall be unlawful for any person to violate, or fail to comply with, any of the requirements of this chapter. If a person has violated, or continues to violate, the provisions of this chapter, the city clerk may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

INTRODUCED:	February 1, 2014
PASSED 1 st CONSIDERATION:	February 1, 2014
PASSED 2 nd CONSIDERATION:	February 17, 2014
PASSED 3 rd CONSIDERATION:	February 24, 2014

PASSED AND ADOPTED this 24th day of February, 2014.


Ernest G. Clark, Mayor

ATTEST:


Suzy Schares, CMC
City Clerk

CERTIFICATE

I, Suzy Schares, City Clerk of the City of Waterloo, Iowa, do hereby certify that the preceding is a true and complete copy of Ordinance No. 5202 as passed and adopted by the City Council of the City of Waterloo, Iowa, on the 24th day of February, 2014.

Witness my hand and seal of office this 24th day of February, 2014.

SEAL


Suzy Schares, CMC
City Clerk

CRIME FREE LEASE ADDENDUM

This Addendum is part of the Rental Agreement (the "Lease") dated _____ between the undersigned parties with reference to the property located at: _____.

In consideration of the execution or renewal of the Lease, the parties agree as follows:

- 1. Tenant, any members of Tenant's household, or a guest or other person under Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the rental premises.
2. 'Criminal activity' means acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, gambling, criminal street gang activity, intimidation, assault, or other criminal activity on or within 250 feet of the rental premises that jeopardizes the health, safety or welfare of the landlord, its agents, tenants or others. 'Drug-related criminal activity' means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use a controlled substance as defined under local, Iowa or federal law, or the possession of drug paraphernalia.
3. Tenant, any member of Tenant's household, or a guest or other person under Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the rental premises.
4. Tenant, any members of Tenant's household, or a guest or other person under Tenant's control, will not permit the rental premises to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether such activity is done by a member of the household or a guest.
5. Tenant or members of the household will not engage in the manufacture, sale or distribution of criminal drugs at any locations, whether on or near the rental premises or otherwise.
6. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a material non-compliance with the Lease. However, city code granting housing protection to victims of domestic violence shall have precedence over this Addendum to the extent applicable.

Tenants agree that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by preponderance of the evidence.

- 7. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern. The provisions of this Addendum are in addition to all other terms of the lease and are not intended to limit or replace other provisions or remedies.

MANAGEMENT/LANDLORD

TENANT(S)

By: _____

Dated: _____

Tenant

Tenant

Tenant

Dated: _____

Tenant(s) acknowledge receipt of this Addendum by signature of this document.