

ORDINANCE #53

AMENDING AN ORDINANCE REGULATING RENTAL PROPERTIES WITHIN THE CITY OF NEVIS

GENERAL PROVISIONS

Purpose.

The city recognizes a need to ensure that housing units meet minimum safety and health standards; to provide a system for ensuring that both absentee and local landlords correct deficiencies and properly maintain rental property within the city; to provide a system of organized inspection of residential rental units in the city; and to develop a system to monitor orderly occupancy of residential rental units.

Definitions.

- A.** Whenever the words **Dwelling, Dwelling Unit or Premises** are used in this Ordinance, they shall be construed as though followed by the words “or any part thereof”.
- B.** For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Basement: a portion of a building located partly underground but having less than half its clear floor-to-ceiling height below the average grade of the adjoining ground.

Board of Adjustment: the Nevis Planning Commission and or the Nevis City Council shall act as the Nevis Board of Adjustment.

Cellar: a portion of a building located partly or wholly underground and having half or more than half of its clear floor- to-ceiling height below the average grade of the adjoining ground.

Dwelling: any building, including a manufactured home, which is wholly or partially used or intended to be used for living or sleeping by human occupants; provided that temporary housing shall not be regarded as a **Dwelling**.

Dwelling Unit: any building, room, or group of rooms, including a manufactured home, located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking, and eating by human occupants.

Extermination: the control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, or trapping; or by any other recognized and legal pest elimination methods approved by the city.

Garbage: the animal and vegetable waste resulting from the handling, preparation, cooking, and consumption of food.

Habitable Room: a room or enclosed floor space used or intended to be used for the purposes of living or sleeping, excluding bathrooms, water closet compartments, laundries, pantries, foyers, or communicating corridors, closets, and storage spaces. A room or enclosed floor space used or intended to be used for the purposes of cooking or eating shall be considered as a room or space being used or intended to be used for the purpose of living under this definition.

Infestation: the presence, within or around a dwelling, of any insects, rodents, or other pests.

Inspector: Building Inspector, Public Works Supervisor, Zoning Official, City Administrator, and other persons designated by the City Administrator.

Multiple Dwelling: any dwelling containing 2 or more dwelling units.

Occupant: any person over 1 year of age, living, sleeping, cooking or eating in or having actual possession of a dwelling

unit.

Ordinary Minimum Winter Conditions: the temperature of 15 degrees F above the lowest recorded temperature for the previous 10-year period.

Owner: any person who alone, jointly, or severally with others;

- A. Shall have legal title to any dwelling or dwelling unit, with or without accompanying actual possession thereof; or
- B. Shall have charge, care, or control of any dwelling or dwelling unit as owner or agent of the owner, or as executor, administrator, trustee, or guardian of the estate of the owner. Any such persons thus representing the actual owner shall be bound to comply with the provisions of this section and of any rules and regulations adopted pursuant thereto, to the same extent as if they were the **Owner**.

Plumbing: any of the following supplied facilities and equipment; gas pipes, gas burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents, and any other similar supplied fixtures, together with all connections to water, sewer, or gas lines.

Rental: the leasing of a rental unit to a non-owner for a fixed or non-fixed period of time and shall include **Lease to Buy, Contract for Deed, Installment Sales, Purchases** whereby nonpayment of a periodic payment means the occupants may be evicted without the necessity of either a statutory mortgage foreclosure procedure, a statutory termination of contract for deed procedure, or a statutory repossession procedure and other similar procedures.

Rental Unit: any room or group of rooms located within a dwelling and forming a single habitable unit.

Rubbish: combustible and noncombustible waste materials except garbage, and the term shall include, but not be limited to the residue from the burning of wood, coal, coke, and other combustible material, paper, rags, cartons, boxes, wood, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass crockery, and dust.

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 to any utilities system on the same premises for more than 30 consecutive days.

DESIGNATION OF UNFIT DWELLINGS AND CONDEMNATION

The designation of dwellings or dwelling units as unfit for human habitation and the procedure for the condemnation and placarding of such unfit dwellings or dwelling units shall be carried out in compliance **Ordinance #50, "Nuisances"**.

MINIMUM STANDARDS: The rental inspection ensures that the rental dwelling is suitable for rental and complies with minimum health and safety standards. A full checklist of inspection items is attached to the application.

Basic Equipment and Facilities.

No person shall occupy as owner/occupant or let to another for occupancy and dwelling or 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 sewer system.
- B. *Toilets:* every dwelling unit shall contain a room which affords privacy to a person within said room and which is equipped with a flush water closet and a lavatory basin in good working condition and properly connected to a water and sewer system.
- C. *Bath:* every dwelling unit shall contain, within a room which affords privacy to a person within said room, a bathtub or shower in good working condition and properly connected to a water and sewer system.

- D. *Water*: every kitchen sink, lavatory basin, bathtub, shower, and laundry facilities required under the provisions of this ordinance shall be properly connected with both hot and cold-water lines in good working order. If served by private wells, the water shall be tested annually. A copy of the results of the test shall be filed with the city and posted on the site.
- E. *Rubbish and Garbage*: every dwelling unit shall have adequate disposal facilities or storage containers for rubbish, garbage, and recyclables in accordance with the requirements of applicable city ordinances. Rubbish and garbage shall be regularly disposed of at least every 2 weeks.
- F. *Smoke Detector*: smoke detectors shall be installed in each sleeping room, outside each separate sleeping area in the immediate vicinity of the bedrooms and on each additional story of the dwelling, including basements and cellars but not including crawl spaces and un-in habitable attics.
- G. *Hot Water*: every dwelling shall have supplied water-heating facilities which are properly installed, are maintained in safe and good working condition, are properly connected with hot water lines required under the provisions of this ordinance. The water-heating facility must be capable of heating water to a temperature of 120 degrees F to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub, or shower. Such supplied water-heating facilities shall be capable of meeting the requirements of this chapter when the dwelling or dwelling unit heating facilities required are not in operation.
- H. *Exits*:
 - 1. Every dwelling 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.
 - 2. No basement or cellar area or room may be tenant occupied for sleeping purposes unless a properly sized and installed second emergency exit is present and approved.

LIGHT, VENTILATION, AND HEAT

No person shall occupy as owner/occupant, or let to another for occupancy, and dwelling or dwelling units for the purposes of living therein, which does not comply with the following requirements:

- A. *Emergency Exit*: every habitable room used for sleeping purposes shall have at least 1 openable window or second door for egress purposes as approved by current Minnesota State Building Code for the licensure of a rental property. Once a rental property is in compliance with current Minnesota state Building code standards and rental license has been issued, the license has not lapsed or been revoked, the size of the egress windows will be considered grandfathered until the window is replaced, if changes have been made to the current Minnesota State Building code in the interim. If a rental license has lapsed or been revoked the rental property must be brought to current Minnesota State Building Code standards prior to the re-licensure of the property.
- B. *Ventilation*: every habitable room shall have at least 1 window or skylight which can easily be opened or such other means to adequately ventilate the room as approved by Minnesota State Building Code.
- C. *Bathroom Light and Ventilation*: every bathroom and water closet compartment shall comply with the light and ventilation requirements for habitable rooms contained in this section except that no window or skylight shall be required in adequately ventilated bathrooms and water closet compartments equipped with ventilation.
- D. *Electric Outlets*: where there is electric service available from power lines which are not more than 300 feet away from a dwelling, every habitable room of such dwelling shall contain at least 2 separate electric convenience outlets or 1 such convenience outlet and 1 supplied ceiling type electric light fixture; and every water closet compartment, bathroom, laundry room, furnace room and public hall shall contain at least 1 supplied ceiling or wall-typed electric light fixture. Every such outlet and fixture shall be properly installed, shall be maintained in good and safe working condition, and shall be connected to the source of electric power in a safe manner. Every dwelling unit must have access to the fuse circuit boxes serving that unit for safety purposes. Kitchen, bath and 1- unit occupancies must be protected by G.F.I. outlets.
- E. *Heating facilities*: every dwelling shall have heating facilities which are properly installed, are maintained in safe and good working condition, and are capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments in every dwelling unit located therein to a temperature of at least 68 degrees F, at a distance of 3 feet above floor level, under ordinary minimum winter conditions.
- F. *Lighting halls and stairways*: every hallway and stairway in every multiple dwelling containing 4 or more dwelling units shall be adequately lighted at all times. Every hallway and stairway in structures devoted solely

to dwelling occupancy and containing not more than 3 dwelling units may be supplied with conveniently located light switches, controlling an adequate lighting system which may be turned on when needed, instead of full-time lighting.

- G. *Screens*: during that portion of each year when it is necessary for protection against mosquitoes, flies, and other insects, every window opening from a dwelling unit required for ventilation shall have supplied screens.
- H. *Rodent Protection*: 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.

MAINTENANCE REQUIREMENTS

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

- A. *Foundation, floor, wall, ceiling, and roof*: every foundation, floor, wall, ceiling, and roof shall be reasonably weathertight, watertight, and rodent proof, shall be capable of affording privacy, and shall be kept in good repair.
- B. *Exterior Opening*: every window, exterior door, and basement hatchway shall be reasonably weathertight, watertight, and rodent proof and shall be kept in sound working condition and good repair.
- C. *Stairs and Porches*: every inside and outside stair, every porch, and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon and shall be kept in sound condition and good repair. Properly installed and maintained handrails are required on all stairs with 3 risers or more. Guardrails shall be present to prevent any opening from being over 4 inches on all porches, balconies, stairs, or landings which are higher than 30 inches off the ground. Guardrails may not be less than 36 inches in height.
- D. *Plumbing Fixtures*: 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. *Floor Surfaces*: every water closet compartment floor surface, bathroom floor surface, kitchen floor surface, and kitchen counter surfaces shall be constructed and maintained so as to be reasonably impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.
- F. *Supplied Facilities*: 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. *Continuous Service of Facilities*: 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 dwelling let or occupied by the owner, operator, or occupant, except for such temporary interruption as may be necessary while actual repairs or alterations are process.
- H. *Fitness for Occupancy*: no owner shall occupy or let to any other occupant any vacant dwelling unit unless it is clean, sanitary, and fit for human occupancy.

MINIMUM SPACE, USE, AND LOCATION REQUIREMENTS

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

- A. *Living Space*: every dwelling unit shall contain for use as living space at least 300 square feet of floor space of habitable room floor space for the first occupant thereof and at least 100 additional square feet of habitable room floor space for every additional occupant thereof. Sleeping space to be contained within a dwelling unit shall be a separate requirement in accordance within this section and shall not be counted in the calculation of living space to be contained in the unit under this section.
- B. *Sleeping Space*: in every dwelling unit of 2 or more rooms, every room occupied for sleeping purposes by 1 occupant shall contain at least 70 square feet of habitable room floor space, and every room occupied for sleeping purposes by more than 1 occupant shall contain at least 40 square feet of habitable room floor space for each occupant thereof.

- C. *Access to Toilet Facilities:* no dwelling or dwelling unit used for rental purposes containing 2 or more sleeping rooms shall have such room arrangements that access to a bathroom or water closet compartment intended for use by occupants of more than 1 sleeping room can be had only by going through another sleeping room, nor shall room arrangements be such that access to a sleeping room can be had only by going through another sleeping room or a bathroom or water closet compartment.
- D. *Ceiling Height:* the floor area of that part of any room where the ceiling height is less than 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.
- E. *Basements:* no basement space shall be used as a habitable room or dwelling unit unless:
 - 1. It shall comply with this ordinance.
 - 2. The floor and walls must be constructed so as to reasonably prevent leakage of underground and surface runoff water. Proper drainage must be provided away from the building, and floors and walls must be protected against dampness.

RESPONSIBILITIES OF OWNERS AND OCCUPANTS

Public Areas

Every owner of a dwelling containing 2 or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof.

Cleanliness

Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which the occupant controls.

Rubbish

Every occupant of a dwelling or dwelling unit shall dispose of all rubbish in a clean and sanitary manner by placing it in the rubbish or recycling containers as required by city ordinance.

Garbage

Every occupant of a dwelling or dwelling unit shall dispose of all garbage and any other organic waste which might provide food for rodents in a clean and sanitary manner.

Extermination of Pests

Every occupant of a dwelling containing a single 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 dwelling unit in a dwelling containing more than 1 dwelling unit shall be responsible for such extermination whenever the dwelling unit is the only one infested.

Notwithstanding the foregoing provisions of this section, whenever infestation is caused by failure of the owner to maintain a dwelling in a rodent or reasonably insect proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in 2 or more of the dwelling units in any dwelling, or in the shared or public parts of any dwelling containing 2 or more dwelling units, extermination thereof shall be the responsibility of the owner.

Plumbing Fixtures

Every occupant of a 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.

LICENSURE REQUIRED; EXEMPTIONS

- A. No rental unit shall be rented until it has been licensed in accordance with the provisions of this Ordinance.

Licensure Requirements

No person shall hereafter occupy, allow to be occupied, or let to another person for occupancy any rental unit within the city for which a rental unit license has not been issued by the city. An application for licensure shall be made upon forms furnished by the city.

Manner of Licensure Renewal

Licensure shall be required every 2 years commencing upon adoption and publication of this ordinance. The city shall be required to mail renewal forms to the property owner or designated administrator on or before October 1 of the year prior to renewal date. Forms may be returned by mail at: P.O. Box 108 or to the City Office: 104 Main Street West, Nevis, MN 56467. Forms are due by December 31.

Transfer of Property

Every owner of a rental unit (whether as fee owner or contract purchaser) shall be required to furnish to the city the new owner's name, address, and phone number before taking possession of the rental property upon closing of the transaction. No licensure fee shall be required of the new owner when possession takes place, provided that the previous owner has paid all licensure fees and has complied with all requirements of this ordinance and any violations of zoning, fire, or other safety codes of the city. If any change in the type of occupancy as originally licensed is contemplated by the new owner, a new license application will be required.

Maintenance of Records

All records, files, and documents pertaining to the rental license and rental unit inspection program shall be maintained by the city and made available to the public as allowed or required by state law.

Maintenance Standards

Every rental unit shall be maintained in accordance with the requirements and standards of all applicable city and state ordinances, laws, rules, and regulations.

Failure to Grant Registration; Revocation, Suspension, or Failure to Renew Licensure

- A. The city reserves the right not to register a unit unless the rental unit or units for which licensing is sought complies with the requirements of this chapter.
- B. Any license issued under this section is subject to the right, which is hereby expressly reserved by the city, to suspend, revoke, or fail to renew the same should the license holder or their agents, employees, representatives, or lessees directly or indirectly operate or maintain the rental dwellings contrary to the provisions of this chapter, any ordinance of the city, of any special permit issued by the city, or the laws of the state. Provided, however, licensing shall not be suspended, revoked, or failed to be renewed if the license holder complies with a compliance order or orders in a timely manner.
- C. The City Administrator shall notify in writing, the applicant that his or her license has been denied or the license holder that his or her licensure is being suspended, removed, or nonrenewed. The suspension, revocation, or nonrenewal shall occur 35 days after the date of the order or at such later date as set out in the order. The notice shall be served by mailing a copy of the order to the property owner and the designated local property administrator, if any, as indicated in the records on file with the city.
- D. The license holder or designated legal adult representative shall have the right to request a hearing before the City Council by filing a written appeal from with the City Administration office set forth in this chapter.

ADMINISTRATION AND ENFORCEMENT

Authority to Condemn or Close Off Rentals

- A. When the conduct of any license holder or their agent, representative, employee, or lessee is detrimental to the public health, sanitation, safety, and general welfare of the community at large or residents of the rental units so as to constitute a nuisance, fire hazard, or other unsafe or dangerous condition and, thus, give rise to an emergency, the City Administrator, City Building Inspector or such other person designated by the City Administrator shall have the authority to summarily condemn or close off individual rental units or such areas of the rental dwelling as necessary in accordance with the procedures set forth in this ordinance. Any person aggrieved by such decision or action may appeal the decision following the procedures set out herein.
- B. The decision of the City Administrator, City Building Inspector or such other person designated by the City Administrator, as set forth herein, shall not be voided by the filing of such appeal. Only after the hearing by the City Council has been held will such decision or action be affected.

Inspections and Investigations

- A. The City Administrator, City Building Inspector or such other person designated by the City Administrator are hereby authorized to make inspections reasonably necessary to the enforcement of this ordinance.
- B. All persons authorized herein to inspect shall have the authority to enter, with a 24-hour notification to the landlord unless consent to enter is granted either from the landlord or the tenant, any dwelling, dwelling unit, rental dwelling or rental unit pursuant to the provisions of this chapter.
- C. Persons inspecting any dwelling, dwelling unit, rental dwelling, or rental unit as provided herein shall notify the owner of all violations, if any, by written notice. The notice shall direct that compliance be made within a reasonable time not to exceed 60 days, unless extended by the compliance official based on good cause. The dwelling, dwelling unit, rental dwelling, or rental unit shall be reinspected.
- D. How long do inspections take: inspections take approximately 60 minutes per unit. The property owner must be present during the inspection and it is the property owner's or designated adult representatives' duty to notify the tenants of the inspection at least 24 hours prior to the inspection.
- E. What is the process for renewing an existing rental license: City Staff will notify existing property owners who are licensed within the city of Nevis on October 1st. Staff will send out the application form, inspection checklist, fee schedule, inspection dates and a contact number to re-schedule an appointment.
- F. When will the inspections be conducted: once the application and fees are received by the city office an employee from the city will contact you with inspection dates. Inspections will take place in the month of April, and be done every two (2) years.

Notice of Violation

A notice of violation shall be deemed to be properly served upon such owner or agent or upon such occupant if a copy thereof is served upon the owner personally or if the owner is served with such notice any other method authorized or required under the laws of this state.

Hearing

Any person affected by any notice which has been issued in connection with the enforcement of any provision of this ordinance or of any rule or regulation adopted pursuant hereto may request and shall be granted a hearing on the matter before the City Council, provided that such person shall file with the city a written petition requesting such hearing and setting forth a brief statement of the grounds therefore within 10 days after the date the notice was served upon the person. Upon receipt of such petition, the city shall set a time and place of such hearing and shall give the petitioner written notice thereof. At such hearing, the petitioner shall be given an opportunity to be heard and to show why such notice should be modified or withdrawn. The hearing shall be commenced by the city within a reasonable time, not to exceed 30 days after the date on which the petition was filed, except that, upon request of the petitioner, a postponement of the date for hearing beyond the 30 days could be granted by the city for good cause shown.

Order of the Board

After such hearing, the City Council shall sustain, modify, or withdraw the notice depending upon its finding as to whether the provisions of this ordinance and any rules and regulations adopted pursuant hereto have been complied with. If the City Council sustains or modifies such notice, it shall be deemed to be an order. Any notice served pursuant to this ordinance shall automatically become an order if a written petition for a hearing is not filed with the city within 10 days after such notice is served. The decision of the City council shall be final.

Records at Hearing

The proceedings at any hearing, including the findings and decision of the City Council, shall be summarized, reduced to writing, and entered as a matter of public record with the city. Such record shall also include a copy of every notice or order issued in connection with the matter.

Further Actions or Injunctive Relief

Nothing in this ordinance shall prevent the city from taking affirmative action under any of its city fire, housing, zoning, or other health safety codes or any other state or federal statutes or laws for violations thereof to seek either injunctive relief or criminal prosecution for such violations in accordance with the terms and conditions of a particular ordinance under which the city would proceed against the property owner, designated legal adult representative, or

occupant of any residential rental dwelling unit covered by these registration and inspection requirements. Nothing contained in this section shall prevent the city from seeking injunctive relief against a property owner or designated legal adult representative who fails to comply with the terms and conditions of this chapter on “Licensure” to obtain an order closing such rental units until violations of this particular section or other section of this chapter have been remedied by the property owner or designated property administrator.

Associated Costs

Fees:

Single Family Residential	\$100.00
2 to 4 units	\$55/ per unit
5 or more units	\$45.00/ per unit
Reinspection Fee	\$40.00/ per unit
No Show Fee	same as above

A “No Show” Fee will be assessed if property owner fails to show up for a scheduled appointment.

A “Failure to License” a unit prior to occupancy or “Failure to bring the dwelling unit/units into compliance” fees will be assessed as :

-First Violation. Violators shall pay an administrative penalty of up to \$150.00 and bring the dwelling, dwelling unit, or premises into compliance as required under this ordinance within 30 days or such other time period as may be designated.

-Second Violation. Violators shall pay an administrative penalty of up to \$250.00 and bring the dwelling, dwelling unit, or premises into compliance as required under this ordinance within 30 days or such other period as may be designated.

-Third Violation. Violators shall pay an administrative penalty of up to \$500.00 and bring the dwelling, the dwelling unit, or premises into compliance as required under this ordinance within 30 days or such other time period as may be designated. Suspension, revocation, or refusal to renew a license of a rental unit or such other provisions set forth.

-Failure to Pay License Fee. Failure to pay for your license will result in “double fees”. If after 30 days, and still unpaid, the remaining balance will be sent to the Hubbard County Auditor to be applied to the next year’s tax rolls.

The fees are listed in the fee schedule section of our annual Resolution “*Adopting A Schedule of Fees and Charges for Various Services, Licenses and Permits for The City of Nevis*”.

A person found to be in violation of this ordinance is guilty of a misdemeanor. The city may also enforce this chapter administratively in the following manner.

Motion by:

second by:

in favor:

Nays:

Adopted by the City Council of the City of Nevis on the 12th day of July, 2021.

Amended by the City Council of the City of Nevis on the 13th day of May, 2024

Assistant Mayor, Sue Gray

ATTEST:

Dawn M. Veit, Nevis City Administrator

Publication Date: _____

City seal