

ORDINANCE NO. 90

[Rental Housing: Regulations]

LICENSURE AND REGULATION OF RENTAL HOUSING

The City Council of the City of Medicine Lake does ordain as follows:

Section 1. **Purpose.**

Subd. 1. The purpose of this ordinance is to protect the public health, safety, and the general welfare of the rental population of the City. These general objectives include, among others, the following:

- i. To maintain a quality of character and stability of rental dwelling units within the City;
- ii. To correct and prevent rental housing conditions that adversely affect or are likely to adversely affect the life, safety, general welfare and health, including the physical, mental and social well-being, of persons occupying rental dwellings within Medicine Lake;
- iii. To provide minimum standards for cooking, heating and sanitary equipment necessary to the health and safety of occupants of rental buildings;
- iv. To provide minimum standards of light and ventilation necessary to health and safety;
- v. To prevent the overcrowding of rental dwellings by providing minimum space standards per occupant for each dwelling unit;
- vi. To provide minimum standards for the maintenance of existing rental buildings, and to thus prevent slums and blight;
- vii. To preserve the value of land and buildings throughout the City.

Subd. 2. With respect to rental disputes and except as otherwise specifically provided by the terms of this ordinance, it is not the intention of the City Council to intrude upon the fair and accepted contractual relationship between tenant and landlord. The City Council does not intend to intervene as an advocate of either party, nor to act as an arbiter, nor to be receptive to complaints from tenant or landlord which are not specifically and clearly relevant to the provisions of this ordinance. In the absence of such relevancy with regard to rental disputes, it is intended that the contracting parties exercise such legal sanctions as are available to them without the intervention of City government. Neither in enacting

this ordinance, is it the intention of the City Council to interfere or permit interference with legal rights to personal injury.

Section 2. **Applicability of Ordinance.** Every rental dwelling unit and its premises used in whole or in part as a home or residence, or as an accessory structure thereof, for a single family or person, shall conform to the requirements of this ordinance, irrespective of when such building may have been constructed, altered, or repaired. Premises shall include accessory structures such as garages and storage buildings and appurtenances such as sidewalks and retaining walls, which are on the premises. this ordinance establishes minimum standards for erected rental dwelling units, accessory structures and related premises. All dwellings existing as of January 15, 1989, shall meet all of the requirements established by this ordinance, this Code, and all applicable Minnesota State Codes as may be amended from time to time.

Section 3. **Definitions.**

Subd. 1. **Accessory Structure.** A subordinate detached building or use which is located on the same lot on which the main building or use is situated and which is reasonably necessary and incidental to conduct the primary use of such main building or use.

Subd. 2. **Approved.** The term "approved" when used in reference to the design and capabilities of physical systems of a dwelling shall mean having passed the inspection of the Compliance Official. The basis for passage of said inspection shall be an analysis of the effective State Codes and an analysis of the degree to which said systems meet the standards established by said codes. It shall be the objective of the Compliance Official, unless otherwise specified, to establish minimum qualifications for approval of such system, which qualifications can maintain substantial compliance with the effective State Codes and can be achieved in a reasonably economical and practical manner.

Subd. 3. **Building.** Any structure used or intended for supporting or sheltering any use or occupancy.

Subd. 4. **Compliance Official.** The City Council and his or her designated agents authorized to administer and enforce this ordinance.

Subd. 5. **Dwelling.** A building, or portion thereof, let for rent or lease designed or used predominantly for residential occupancy of a continued nature by one (1) family, two (2) families or multiple families, but not including hotels and motels.

Subd. 6. **Dwelling, Multiple (Apartment).** A building designed for three (3) or more dwelling units exclusively for occupancy by three (3) or more families living independently of each other but sharing hallways and main entrances and exits.

Subd. 7. **Dwelling, Single Family.** A dwelling unit designed exclusively for occupancy by one (1) family. (May be attached or detached.)

(a) **Attached**. A dwelling unit which is joined to one or more other dwelling units at one or more sides, by a party wall or walls.

(b) **Detached**. A dwelling unit not attached to another dwelling or structure.

Subd. 8. **Dwelling Unit**. A residential building or portion thereof intended for occupancy by one (1) family but not including hotels, motels, nursing homes, seasonal cabins, boarding or rooming houses, tourist homes or trailers.

Subd. 9. **Family**. Two or more persons, related by blood or marriage including not more than one companion or boarder or a group of not more than four persons not so related occupying a dwelling unit and maintaining a common household unit using common cooking and kitchen facilities, as distinguished from a group occupying a hotel, boarding house, club, dormitory, fraternity or sorority house.

Subd. 10. **Flush Water Closet**. A toilet, with a bowl and trap made in one piece, which is connected to the City water and sewer system or other approved water supply and sewer supply.

Subd. 11. **Garbage**. Putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, and consumption of food.

Subd. 12. **Habitable Building**. Any building or part thereof that meets minimum standards for use as a home or place of abode by one or more persons.

Subd. 13. **Habitable Room**. A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, furnace rooms, unfinished basements, pantries, utility rooms of less than fifty (50) square feet of floor space, foyers, communicating corridors, stairways, closets, storage spaces, and workshops, hobby and recreation areas in parts of the structure below ground level or in attics.

Subd. 14. **Heated Water**. Water heated to a temperature of not less than one hundred twenty degrees (120°) Fahrenheit, or such lesser temperature required by government authority, measured at faucet outlet.

Subd. 15. **Kitchen**. A space which contains a sink with counter working space, adequate space for installing cooking and refrigeration equipment, and adequate space for the storage of cooking utensils.

Subd. 16. **Occupant**. Any person (including owner or operator) sleeping, cooking, and eating in a dwelling unit or living and sleeping in a rooming unit.

Subd. 17. **Operator**. The owner or his agent who has charge, care, control, or management of a building, or part thereof, in which dwelling units or rooming units are let.

Subd. 18. **Owner**. Any person, firm or corporation who, alone, jointly, or severally with others, shall be in actual possession of, or have charge, care, or control of, any dwelling, dwelling units, or rooming unit within the City as title holder, employee or agent of the title holder or as trustee or guardian of the estate or person of the title holder. Any such person representing the actual title holder shall be bound to comply with the provisions of this ordinance to the same extent as the title holder.

Subd. 19. **Permissible Occupancy**. The maximum number of persons permitted to reside in a dwelling unit or rooming unit.

Subd. 20. **Person**. An individual, firm, partnership, association, corporation, or joint venture or organization of any kind.

Subd. 21. **Plumbing**. All of the following supplied facilities and equipment in a dwelling: gas pipes, gas burning equipment, water pipes, steam 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 fixtures and the installation thereof, together with all connections to water, sewer, and gas lines.

Subd. 22. **Premises**. A platted lot or part thereof or unplatted parcel of land occupied by any dwelling or nondwelling structure, including any such building, accessory structure or other structure thereon.

Subd. 23. **Public Hall**. A hall, corridor or passageway for providing egress from a dwelling unit to a public way and not within the exclusive control of one family.

Subd. 24. **Refuse**. All putrescible and nonputrescible waste solids including garbage and rubbish.

Subd. 25. **Rental Dwelling**. A building or portion thereof let for rent or lease, designed or used predominantly for residential occupancy of a continued nature, including single family dwelling, attached or detached, and multiple family dwelling; but not including hotels and motels.

Subd. 26. **Rental Dwelling Unit**. A single residential accommodation let for rent or lease which is arranged, designed, used or, if vacant, intended for use exclusively as a domicile for one family. Where a private garage is structurally attached, it shall be considered as a part of the building in which the dwelling is located.

Subd. 27. **Repair**. To restore to a sound and acceptable state of operation, serviceability, or appearance.

Subd. 28. **Rodent Harborage**. Any place where rodents can live, nest or seek shelter.

Subd. 29. **Rubbish.** Nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, grass and shrubbery clippings, wood, glass, brick, plaster, bedding, crockery, and similar materials.

Subd. 30. **Safety.** The condition of being reasonably free from danger and hazards which may cause accidents or disease.

Subd. 31. **Substandard Dwelling.** Any dwelling which does not conform to the minimum standards established by State Code.

Subd. 32. **Supplied.** Paid for, furnished by, provided by or under the control owner, operator or agent of a dwelling.

Subd. 33. **Meaning of Certain Words.** Whenever the words "dwelling," "dwelling unit," "premises," or "structure" are used in this ordinance, they shall be construed as though they were followed by the words "or any part thereof."

Section 4. **Licensing of Rental Units.** From and after January 15, 2005, no person shall operate a rental dwelling unit first without having obtained a license to do so from the City of Medicine Lake as hereinafter provided. Each such license shall be issued annually and shall expire on the 31st day of December following the issuance thereof. License renewals for the following years shall be filed on or before November 1st, prior to the license expiration date.

Section 5. **Conformance to Laws.** No license shall be issued or renewed unless the rental dwelling and its premises conform to the ordinances of City of Medicine Lake and the laws of the State of Minnesota.

Section 6. **License Fees.** License fees for renewals of licenses shall be due on December 1st, immediately prior to the license renewal date.

Subd. 1. The amount of license fees shall be set forth by Resolution of the Council. The licensee shall not be entitled to a refund of any license fee upon revocation or suspension of the license.

Subd. 2. The City Council shall by Resolution establish license fees and penalties for failure to pay fees pursuant to the terms of this ordinance.

Section 7. **Record Retention.** The registration application and all other documents pertinent to a premises shall be kept on file in the office of the Code official. A copy shall be furnished to the owner or other authorized person upon request.

Section 8. **License Not Transferable.** No operating license shall be transferable to another person or to another rental dwelling. Every person holding an operating license shall give notice in writing to the Compliance Official within thirty (30) days after having legally transferred or otherwise disposed of the legal control of any licensed rental dwelling. Such notice shall include

the name and address of the person succeeding to the ownership or control of such rental dwelling, or dwellings.

Section 9. Owner or Agent to Apply.

Subd. 1. License application or renewal shall be made by the owner of the rental units or his legally constituted agent. Application forms may be acquired from and subsequently filed with the Compliance Official.

Subd. 2. The applicant shall supply:

- (a) Name, address, and telephone number of dwelling owner, owning partners if a partnership, corporate officers if a corporation;
- (b) Name, address, and telephone number of designated resident agent, if any;
- (c) Name, address, and telephone number of management representative;
- (d) Name, address, and telephone number of vendee, if the dwelling is being sold through a contract for deed;
- (e) Legal address of the dwelling;
- (f) Type of dwelling;
- (g) Type and number of dwelling units within the dwelling;
- (h) Description of procedure through which tenant inquiries and complaints are to be processed.

Section 10. Resident Agent Required. No license shall be issued or renewed for a nonresident owner of rental dwelling units (one who does not reside within the counties of Hennepin, Ramsey, Anoka, Carver, Dakota, Scott, Washington, Sherburne, or Wright) unless such owner designates in writing to the Compliance Official the name of his or her resident agent (a person who does reside within the aforesaid referred counties) who is responsible for maintenance and upkeep and who is legally constituted and empowered to receive service of notice of violation of the provisions of the City Ordinances, to receive orders and to institute remedial action to effect such orders and to accept all service of process pursuant to law. The Compliance Official shall be notified in writing of any change of resident agent.

Section 11. Posting of License. Every license of a multiple rental dwelling shall cause to be conspicuously posted in the main entryway or other conspicuous location therein an occupancy rental card for the respective multiple rental dwelling.

Section 12. Inspection Access. The Compliance Official may set up a schedule of periodic inspections to insure compliance with this Chapter. The Compliance Official shall provide

reasonable notice to the owner or the owner's agent as to the date and time of the inspection. Each occupant of a dwelling unit shall give the owner or the owner's agent access to any part of such dwelling unit at reasonable times for the purpose of effecting inspection, maintenance, repairs or alterations as are necessary to comply with the provisions of this Ordinance. No license shall be issued or renewed unless the owner of a rental unit agrees in his or her application to permit inspections. If any owner, owner's agent, occupant, or other person in charge of a rental dwelling or rental dwelling unit refuses to permit entry to the structure or premises under his or her control for inspection pursuant to this ordinance, the license issued pursuant to this Ordinance shall be subject to immediate revocation for such refusal and the Compliance Official may seek a court order authorizing inspection.

Section 13. **Revocation.**

Subd. 1. The City Council may revoke the registration of any premises. The bases for such revocation include, but are not limited to, the following circumstances:

- (a) The registration was procured by misrepresentation of material facts with regard to the premises or the ownership of the premises.
- (b) The applicant or one acting in his/her behalf made oral or written misstatements accompanying the application.
- (c) The applicant has failed to comply with any condition set forth in any other permits granted by the City of Medicine Lake.
- (d) The activities of the owner/agent create or have created a serious danger to the public health, safety or welfare.
- (e) The premises contains conditions that might injure or endanger the safety, health or welfare of any member of the public.

Subd. 2. **Notification.** Before revoking a registration, the Code Official shall notify the owner or the owner's agent in writing of the basis for the revocation and the date upon which the City Council shall review this request to revoke the registration. The notice required by this section shall be served upon the owner or the owner's agent at least twenty (20) days before the City Council hearing. Service shall be deemed sufficient if the notice is sent to the owner or the owner's agent by first class mail at the address provided in the registration application. The Code official also shall post the notice in a conspicuous place at the premises at least seven (7) days before the City Council hearing.

Subd. 3. **Hearing.** The owner or the owner's representative, Code Official and any other person whose interests would be affected by revocation of the registration shall be given an opportunity to be heard.

Subd. 4. **Decision.** The City Council shall issue a written decision regarding the request for revocation no later than the third regularly scheduled City Council meeting following the date of the hearing.

Section 14. **Effect of Revocation.** If a registration is revoked by the City Council, it shall be unlawful for the owner or the owner's agent to thereafter permit the occupancy of the then vacant or, thereafter vacated, dwelling units, until such time as a valid rental registration is obtained for the premises. Issuance of a new registration after revocation shall be made in the manner provided for in Section 13.

Section 15. **Occupancy Register Required.**

Subd. 1. Every owner of three (3) or more licensed rental dwelling units in Medicine Lake shall keep, or cause to be kept, a current register of occupancy for each dwelling unit which provides the following information:

- (a) Dwelling unit address;
- (b) Number of bedrooms in dwelling unit;
- (c) Names of adult occupants and number of adults and children (under 18 years of age) currently occupying each dwelling unit;
- (d) Dates renters occupied and vacated each dwelling unit;
- (e) A chronological list of complaints and requests for repair by dwelling unit occupants, which complaints and requests are related to the provisions of this Ordinance; and
- (f) A similar chronological list of all corrections made in response to such requests and complaints.

Subd. 2. Such register shall be made available for viewing or copying by the Compliance Official at all reasonable times.

Section 16. **Maintenance of Shared or Public Areas.** Every owner of a rental dwelling shall maintain in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof.

Section 17. **Maintenance of Occupied Areas.** Every occupant of a rental dwelling unit shall maintain in a clean and sanitary condition that part or those parts of the dwelling unit and premises thereof that he occupies and controls.

Section 18. **Responsibility of Owner and Occupant for Storage and Disposal of Garbage and Rubbish.** Every owner of a rental dwelling shall supply facilities for the sanitary and safe storage and/or disposal of rubbish and garbage. In the case of single family attached or detached

rental dwelling units, it shall be the responsibility of the occupant to furnish such facilities. Every occupant of a rental dwelling unit shall store and dispose of all his rubbish, garbage, and organic waste in a clean, sanitary and safe manner.

Section 19. **Responsibility for Storm and Screen Doors and Windows.** The owner of a rental dwelling unit shall be responsible for providing and hanging all screens and storm doors and storm windows whenever the same are required under the provisions of this ordinance, except where there is written agreement otherwise between the owner and occupant.

Section 20. **Responsibility for Pest Extermination.**

Subd. 1. Every occupant of a rental dwelling containing a single rental dwelling unit shall be responsible for the extermination of vermin infestations and/or rodents on the premises.

Subd. 2. Every occupant of a rental dwelling unit in a dwelling containing more than one (1) rental dwelling unit shall be responsible for such extermination whenever his dwelling unit is the only one infested.

- (a) Notwithstanding, however, whenever infestation is caused by the failure of the owner to maintain a rental dwelling in a reasonable rodent-proof or reasonable vermin-proof condition, extermination shall be the responsibility of the owner.
- (b) Whenever infestation shall exist in two (2) or more of the rental dwelling units in any dwelling, or in the shared or public parts of any rental dwelling containing two (2) or more rental dwelling units, extermination thereof shall be the responsibility of the owner.

Section 21. **Rodent Harborages Prohibited in Occupied Areas.** No occupant of a rental dwelling unit shall accumulate boxes, lumber, scrap metal, or any other similar materials in such a manner that may provide a rodent harborage in or about any rental dwelling or rental dwelling unit. Stored materials shall be stacked neatly in piles.

Section 22. **Rodent Harborages Prohibited in Public Areas.** No owner of a rental dwelling shall accumulate or permit the accumulation of boxes, lumber, scrap metal, or any other similar materials in such a manner that may provide a rodent harborage in or about shared or public areas of a rental dwelling or its premises. Materials stored by the owner or permitted to be stored by the owner shall be stacked neatly in piles.

Section 23. **Prevention of Food for Rodents.** No owner or occupant of a rental dwelling unit shall store, place, or allow to accumulate any materials that may serve as food for rodents in a site accessible to rodents.

Section 24. **Sanitary Maintenance of Fixtures and Facilities.** Every occupant of a rental dwelling unit shall keep all supplied fixtures and facilities therein in a clean and sanitary

condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.

Section 25. **Removal of Snow and Ice.** The owner of a multiple family rental dwelling or dwellings shall be responsible for the removal of snow and ice from parking lots, driveways, steps, and walkways on the premises.

Subd. 1. Individual snowfalls of three (3) inches or more, or successive snowfalls accumulating to a depth of three (3) inches, shall be removed from parking lots and driveways within twenty-four (24) hours after cessation of the snowfall.

Subd. 2. Individual snowfalls of one (1) inch or more, or successive snowfalls accumulating to a depth of one (1) inch, shall be removed from steps and walkways within eight (8) hours after cessation of the snowfall.

Section 26. **Minimum Exterior Lighting.** The owner of a multiple family rental dwelling or dwellings shall be responsible for providing and maintaining effective illumination in all exterior parking lots, entrances and walkways.

Section 27. **Maintainence of Driving and Parking Areas.** The owner of a multiple family rental dwelling or dwellings shall be responsible for providing and maintaining in good condition surfaced and delineated parking areas and driveways for tenants.

Section 28. **Maintenance of Yards.** The owner of a multiple family rental dwelling or dwellings shall be responsible for providing and maintaining the yard or yards.

Section 29. **Minimum Standards for Basic Equipment and Facilities.** No person shall occupy as a rental occupant, or let to another rental occupancy, any rental dwelling or rental unit for the purpose of living, sleeping, cooking, and eating therein, which does not have basic facilities meeting the following requirements:

Subd. 1. **Kitchen Facilities.** Every rental dwelling unit shall have a room or portion of a room in which food may be prepared and/or cooked which shall have adequate movement and food preparation area and which shall be equipped with the following:

- (a) A kitchen sink in good working condition and properly connected to an approved water supply system and which provides at all times an adequate amount of heated and unheated running water under pressure and which is connected to an approved sewer system.
- (b) Cabinets and/or shelves for the storage of eating, drinking, and cooking equipment and utensils and of food that does not require refrigeration for safekeeping, and a counter or table for food preparation. Said cabinets and/or shelves and counter or table shall be adequate for the permissible occupancy of the rental dwelling unit and shall be of sound construction furnished with

surfaces that are easily cleanable and that will not impart any toxic or deleterious effect to food.

- (c) A stove or similar device for cooking food and a refrigerator or similar device for the safe storage of food, which are properly installed with all necessary connections for safe, sanitary, and efficient operation. Provided that such stove, refrigerator or similar devices need not be installed with a rental dwelling unit is not occupied and when the occupant is expected to provide same on occupancy, in which case sufficient space and adequate connections for the installation and operation of said stove, refrigerator or similar device must be provided.

Subd. 2. **Toilet Facilities.** Within every rental dwelling unit there shall be a nonhabitable room which is equipped with a flush water closet in good working condition. Such room shall have an entrance door which affords privacy. Said flush water closet shall be equipped with easily cleanable surfaces, shall be connected to an approved water system that at all times provides an adequate amount of running water under pressure to cause the water closet to be operated properly and shall be connected to an approved sewer system.

Subd. 3. **Lavatory Sink.** Within every rental dwelling unit there shall be a lavatory sink. Said lavatory sink may be in the same room as the flush water closet, or if located in another room, the lavatory sink shall be located in close proximity to the door leading directly into the room in which said water closet is located. The lavatory sink shall be in good working condition and shall be properly connected to an approved water supply system and shall provide at all times an adequate amount of heated and unheated running water under pressure and shall be connected to an approved sewer system.

Subd. 4. **Bathtub or Shower.** Within every rental dwelling unit there shall be a nonhabitable room which is equipped with a bathtub or shower in good working condition. Such room shall have an entrance door which affords privacy. Said bathtub or shower may be in the same room as the flush water closet, or in another room, and shall be properly connected to an approved water supply system, and shall provide at all times an adequate amount of heated and unheated water under pressure, and shall be connected to an approved sewer system.

Section 30. **Door Locks.**

Subd. 1. No owner shall let to another for occupancy any rental dwelling or rental dwelling unit unless all exterior doors of the dwelling or dwelling units are equipped with safe, functioning locking devices. The use of double cylinder dead-bolt locks is limited for certain rental dwellings as provided for in Minnesota State Statute 16b.61 Subd. 3, Item (i).

Subd. 2. Multiple family rental dwellings shall be furnished with door locks as follows:

- (a) For the purpose of providing a reasonable amount of safety and general welfare for persons occupying multiple family rental dwellings having public entrances and hallways, an approved security system shall be maintained for each such multiple family building to control access.
 - (1) The security system shall consist of locked public building entrance or foyer doors, and locked doors leading from hallways into individual dwelling units.
 - (2) Dead-latch type door locks shall be provided with lever knobs (or door knobs) on the inside of the building entrance doors and with key cylinders on the outside of building entrance doors.
 - (3) Building entrance door latches shall be of a type that are permanently locked from the outside and permanently unlocked from the inside.
- (b) Every door that is designed to provide ingress or egress for a rental dwelling unit within a multiple family building shall be equipped with an approved lock that has a deadbolt lock that cannot be retracted by end pressure, provided, however, that such door shall be openable from the inside without the use of a key or any special knowledge or effort.

Section 31. **Minimum Standards for Light and Ventilation.** No person shall occupy as a rental occupant or let to another for rental occupancy any rental dwelling or rental dwelling unit for the purpose of living therein which does not comply with the following requirements:

Subd. 1. **Habitable Room Light and Ventilation.** Except where there is supplied some other device affording approved light and ventilation, every habitable room shall have at least one (1) window facing directly outdoors of which a portion can be opened easily. The minimum total of openable window area in every habitable room shall be the greater of eight percent (8%) of the floor area of the room or five (5) square feet.

Subd. 2. **Nonhabitable Room Ventilation.** Every bathroom and water closet compartment, and every laundry and utility room shall be provided with natural ventilation by means of openable exterior openings. The minimum total openable window area shall be not less than three (3) square feet, except that no windows shall be required if such rooms are equipped with a ventilation system which is approved by the Compliance Official.

Section 32. **Electric Service, Outlets and Fixtures.**

Subd. 1. Every rental dwelling unit and all public and common areas shall be supplied with electric service, functioning over current protection devices, electric outlets and electric fixtures which are properly installed, which shall be maintained in good and safe working condition, and shall be connected to a source of electric power in a manner prescribed by the ordinances, rule and regulations of the City of Medicine Lake and

by the laws of the State of Minnesota.

Subd. 2. The minimum capacity of such electric service and the minimum number of electric outlets and fixtures shall be as follows:

- (a) Rental dwellings shall have at least the equivalent of sixty (60) ampere, three (3) wire electric service per rental dwelling unit as a condition of occupancy.
- (b) Rental dwelling units shall have a least one (1) branch electric circuit for each four hundred (400) square feet of dwelling unit floor area.
- (c) Every habitable room shall have at least one (1) floor or wall-type electric convenience outlet for each sixty (60) square feet or fraction thereof of total floor area, and in no case less than two (2) such electric outlets, provided, however, that one (1) ceiling or wall-type light fixture may be supplied in lieu of one required electric outlet.
- (d) Every water closet compartment, bathroom, kitchen, laundry room, and furnace room shall contain at least one (1) supplied ceiling or wall-type electric light fixture and every bathroom, kitchen, and laundry room shall contain at least one (1) electric convenience outlet.
- (e) Every public hall and stairway in every multiple family rental dwelling shall be lighted by approved natural or electric light at all times so as to provide effective illumination in all parts thereof. Every public hall and stairway in structures containing not more than two (2) rental dwelling units may be supplied with conveniently located light switches controlling an approved lighting system which may be turned on when needed, instead of full-time lighting.
- (f) A convenient switch or equivalent device for turning on a light in each rental dwelling unit shall be located near the point of entrance of such unit.
- (g) Calculations to determine service size:

$$\begin{array}{rcl} \text{Dwelling Square Footage} \times 3 & & \\ 240 & & = ? @ 100\% = A \\ \text{Total Appliance AMP Load} & & = ? @ 40\% = B \end{array}$$

If A + B exceeds sixty (60), then one hundred (100) AMP service will be required as a minimum.

Section 33. **Minimum Thermal Standards.**

Subd. 1. No person shall occupy as a rental occupant, or let to another for rental occupancy, any rental dwelling or rental dwelling unit, for the purpose of living therein,

which does not have heating facilities which are properly installed, and which are maintained in safe and good working condition, and which 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 sixty-eight degrees (68°) Fahrenheit at a distance of two (2) feet above floor level and three (3) feet from exterior walls at an outside temperature of minus twenty-five degrees (-25°) Fahrenheit.

Subd. 2. Gas or electric appliances designed primarily for cooking or water heating purposes shall not be considered as heating facilities within the meaning of this Section. Portable heating equipment employing flame and the use of liquid fuel does not meet the requirements of this Section and is prohibited.

Subd. 3. No owner or occupant shall install, operate or use a space heater employing a flame that is not vented outside the structure in an approved manner.

Section 34. **General Requirements Relating to Building Structure.** No person shall occupy as a rental occupant, or let to another for rental occupancy, any rental dwelling or rental dwelling unit for the purpose of living therein which does not comply with the following requirements:

Subd. 1. **Foundations, Exterior Walls and Roofs.** The foundations, exterior walls and exterior roof of rental dwellings shall be substantially water tight and protected against vermin and rodents and shall be kept in sound condition and repair:

- (a) The foundation element shall adequately support the building at all points.
- (b) Every exterior wall shall be free of deterioration, holes, breaks, loose or rotting boards or timbers, and any other condition which might admit rain or dampness to the interior portion of the walls or to the exterior spaces of the dwelling.
- (c) The roof shall be tight and have no defects which admit rain and roof drainage; shall be adequate to prevent rain water from causing dampness in the walls.
- (d) All exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by paint or other protective covering or treatment. If twenty-five percent (25%) or more of the exterior surface of such a wood surface is unpainted or determined by the Compliance Official to be paint blistered, the surface of the dwelling shall be painted. If twenty-five percent (25%) or more of the exterior surface of the painting of any brick, block or stone wall is loose or has fallen out, the surface shall be repaired.

Subd. 2. **Windows, Doors or Screens.** Every window, exterior door and hatchway of rental dwellings and rental dwelling units shall be substantially tight and shall be kept in sound condition and repair.

- (a) Every window, other than a fixed window or storm window, shall be capable of being easily opened.
- (b) Every window, door, and frame shall be constructed and maintained in such relation to the adjacent wall construction as to completely exclude rain, wind, vermin, and rodents from entering the building.
- (c) Every openable window or other device required by this Section shall be supplied with sixteen (16) mesh screens during the insect season.

Subd. 3. **Floors, Interior Walls and Ceilings.** Every floor, interior wall and ceiling of rental dwellings and rental dwelling units shall be adequately protected against the passage and harborage of vermin and rodents, and shall be kept in sound condition and good repair.

- (a) Every floor shall be free of loose, warped, protruding, or rotted flooring materials.
- (b) Every interior wall and ceiling shall be free of holes, large cracks and loose plaster and shall be maintained in a tight weatherproof condition. Toxic paint and materials with a lasting toxic effect shall not be used.
- (c) Every toilet room and bathroom floor surface shall be capable of being easily maintained in a clean and sanitary condition.

Subd. 4. **Rodent Proof.** Every rental dwelling and accessory structure and the premises upon which are located shall be maintained in a rodent-free and rodent-proof condition. All openings in the exterior walls, foundations, basements, ground or first floors, and roofs which have a one half (1/2) inch diameter or larger opening shall be rodent-proofed in an approved manner. Interior floors or basements, cellars, and other areas in contact with the soil shall be paved with concrete or other rodent impervious material.

Subd. 5. **Accessory Structure Maintenance.** Accessory structures supplied by the owner, agent or tenant occupant on the premises of a rental dwelling shall be structurally sound and be maintained in good repair and appearance. The exterior of such structures shall be made weather resistant through the use of decay-resistant materials such as paint or other preservatives.

Subd. 6. **Safe Building Elements.**

- (a) Every foundation, floor, roof, exterior and interior wall, ceilings, and every appurtenance thereto of a rental dwelling shall be safe to use and capable of supporting loads that normal use may cause to be placed thereon.
- (b) Every stairway, inside and outside, of a rental dwelling and every porch or balcony shall be kept in safe condition and sound repair.

- (1) Every flight of stairs and every porch and balcony floor shall be free of deterioration.
 - (2) Every stairwell and every flight of stairs shall have handrails thirty four (34) to thirty eight (38) inches high, per applicable State Code, measured vertically from the nose of the stair tread to the top of the hand rail.
 - (3) All unenclosed floor and roof openings, open and glazed sides of landings and ramps, balconies or porches which are more than thirty (30) inches above grade or floor level, and roofs used for other than service of the building, shall be protected by a guard rail not less than forty-two (42) inches in height on or within public areas or thirty six (36) inches in height on or within individual dwelling units. Guard rail and stair railings constructed before 1995 shall have intermediate rails or an ornamental pattern such that a sphere six (6) inches in diameter cannot pass through; a sphere four (4) inches in diameter shall be the standard if constructed thereafter.
 - (4) Every handrail and balustrade shall be firmly fastened and maintained in good condition.
 - (5) No flight of stairs shall have settled out of its intended position or have pulled away from the supporting or adjacent structures enough to cause a hazard.
 - (6) No flight of stairs shall have rotting, loose, or deteriorating supports.
 - (7) The treads and risers of every flight of stairs shall be uniform in width and height, per State Code.
 - (8) Stairways shall be capable of supporting a live load of three hundred (300) pounds per square foot of horizontal projection.
- (c) Every sleeping room below the fourth story shall have at least one (1) operable window or exterior door approved for emergency egress or rescue. The units shall be operable from the inside to provide a full clear opening without the use of separate tools.
- (1) All egress or rescue windows from sleeping rooms located at grade shall have a minimum net clear opening of five (5.0) square feet; five point seven (5.7) square feet for all other levels. The minimum net clear opening height dimension shall be twenty-four (24) inches. The minimum net clear opening width dimension shall be twenty (20) inches.

(2) Where windows are provided as a means of egress or rescue, they shall have a finished sill height not more than fortyeight (48) inches above the floor if installed prior to 1995; forty four (44) inches thereafter.

(d) All dwellings shall have incorporated into their design approved systems which serve to reduce the possibility of a dwelling fire and also effectively contain the fire in the event it does occur.

(e) Fire-warning Systems. Every dwelling unit and every guest room in a motel or lodging house used for sleeping purposes must be provided with smoke detectors conforming to UBC Standard #43-6 and Minnesota State Statute 299f.362. In dwelling units, detectors must be mounted on the ceiling or wall at a point centrally located in the corridor or area giving access to rooms used for sleeping purposes. Where sleeping rooms are on an upper level, the detector must be placed at the center of the ceiling directly above the stairway. All detectors must be located in accordance with approved manufacturer's instructions. When actuated, the detector must provide an alarm in the dwelling unit or guest room.

Subd. 7. **Facilities to Function.** Every supplied facility, piece of equipment or utility required under City ordinances and every chimney flue shall be installed and maintained and shall function effectively in a safe, sound, and working condition.

Subd. 8. **Yard Cover.** Every yard of a premises on which a dwelling stands shall be provided with lawn or combined ground cover of vegetation, garden, hedges, shrubbery, and related decorative materials and such yard shall be maintained consistent with prevailing community standards.

Subd. 9. **Minimum Ceiling Height.** In order to qualify as habitable, rooms of rental dwellings and rental dwelling units shall have a clear ceiling height of not less than seven (7) feet, except that in attics or tophalf-stories used for sleeping, study, or similar activities, the ceiling height shall be not less than seven (7) feet, over at least one-half (1/2) of the floor area. In calculating the floor area of such rooms in attics or tophalf-stories, only those portions of the floor area of the room having a clear ceiling height of five (5) feet or more may be included.

Subd. 10. **Access Through Sleeping Rooms and Bathrooms.** No rental dwelling unit shall have a room arrangement such that access to the unit itself or to a bathroom or water closet compartment intended for use by occupants of more than one dwelling unit can be gained only by going through another sleeping room. A bathroom or water closet compartment shall not be used as the only passageway to any habitable room, hall, basement, or cellar or to the exterior of any dwelling unit.

Section 35. **Discontinuance of Service of Facilities.** No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this Ordinance to be

removed from or shut off from or discontinued for any occupied rental dwelling or rental dwelling unit let or occupied by him, except for such temporary interruptions as may be necessary when actual repairs or alterations are in process or during temporary emergencies.

Section 36. Maximum Density, Minimum Space, Use and Location Requirements.

The maximum permissible occupancy of any dwelling unit shall be determined as follows:

Subd. 1. For the first occupancy, two hundred fifty (250) square feet of habitable room floor space and for every additional occupancy thereof, at least one hundred twenty five (125) square feet of habitable room floor space.

Subd. 2. In no event shall the total number of occupants exceed two (2) times the number of habitable rooms, less kitchen, in the dwelling unit.

Section 37. One Family Per Dwelling Unit. Not more than one (1) family, except for temporary guests, shall occupy a rental dwelling unit.

Section 38. Unfit for Human Habitation.

Subd. 1. Any rental dwelling or rental dwelling unit, which is damaged decayed, delapidated, unsanitary, unsafe, vermin or rodent infested, or which lacks provision for basic illumination, ventilation, or sanitary facilities to the extent that the defects create a hazard to the health, safety, or welfare of the occupants or of the public may be declared unfit for human habitation. Whenever any rental dwelling, rental dwelling unit or rooming unit has been declared unfit for human habitation, the Compliance Official shall order same vacated within a reasonable time and shall post a placard on same indicating that it is unfit for human habitation and any operating license previously issued for such dwelling shall be revoked.

Subd. 2. It shall be unlawful for such rental dwelling or rental dwelling unit to be used for human habitation until the defective conditions have been corrected and written approval has been issued by the Compliance Official. It shall be unlawful for any person to deface or remove the declaration placard from any such rental dwelling or rental dwelling unit.

Section 39. Secure Unfit and Vacated Dwelling. The owner of any rental dwelling or rental dwelling unit which has been declared unfit for human habitation, or which is otherwise vacant for a period of sixty (60) days or more, shall make same safe and secure so that it is not hazardous to the health, safety, and welfare of the public and does not constitute a public nuisance. Any vacant dwelling open at doors, or windows, if unguarded, shall be deemed to be a hazard to the health, safety and welfare of the public and a public nuisance within the meaning of this ordinance.

Section 40. Hazardous Building Declaration. In the event that a rental dwelling has been declared unfit for human habitation and the owner has not remedied the defects within a prescribed reasonable time, the dwelling may be declared a hazardous building and treated consistent with the provisions of Minnesota Statutes.

Section 41. **Compliance Order.**

Subd. 1. Whenever the Compliance Official determines that any rental dwelling, or rental dwelling unit or the premises surrounding any of these, fails to meet the provisions of this ordinance, he or she may issue a Compliance Order setting forth the violations of the Ordinance and ordering the owner, occupant, operator, or agent to correct such violations.

Subd. 2. This Compliance Order shall:

- (a) Be in writing;
- (b) Describe the location and nature of the violations of this ordinance;
- (c) Establish a reasonable time for the correction of such violation and notify of appeal recourse;
- (d) Be served upon the owner or his agent of the occupant, as the case may require, and such notice shall be deemed to be properly served upon such owner or agent, or upon any such occupant, if a copy thereof is:
 - (1) served upon him personally, or
 - (2) sent by registered mail to his last known address, or
 - (3) upon failure to effect notice through paragraphs (a) and (b) set out in this Section, posted at a conspicuous place in or about the dwelling which is affected by the notice.

Section 42. **Right of Appeal.** When it is alleged by any person to whom a compliance order is directed that such compliance order is based upon erroneous interpretation of this ordinance, such person may appeal the compliance order to the City Council sitting as a Board of Appeals. Such appeals must be in writing, must specify the grounds for the appeal, must be accompanied by a filing fee of fifty (\$50.00) in cash or cashier's check, and must be filed with the Department of Planning and Inspection within five (5) business days after service of the compliance order. The filing of an appeal shall stay all proceedings in furtherance of the action appealed from, unless such a stay would cause imminent peril to life, health or property.

Section 43. **Board of Appeals Decision.** Upon at least five (5) business days' notice to the appellant of the time and place for hearing the appeal, and within thirty (30) days after said appeal is filed, the Board of Appeals shall hold a hearing thereon. The Board of Appeals may reverse, modify or affirm, in whole or in part, the compliance order and may order return of all or part of the filing fee if the appeal is upheld.

Section 44. **Restrictions on Transfer of Ownership.** It shall be unlawful for the owner of any rental dwelling, or rental dwelling unit, upon whom a pending compliance order has been served

to sell, transfer, mortgage, lease or otherwise dispose thereof to another person until the provisions of the tag or compliance order have been complied with, unless such owner shall furnish to the grantee, lessee, or mortgagee a true copy of any notice of violation or compliance order and shall obtain and possess a receipt of acknowledgment. Anyone securing an interest in the rental dwelling, or rental dwelling unit, who has received notice of the existence of a violation tag or compliance order shall be bound by same without further service of notice upon him and shall be liable to all penalties and procedures provided by this ordinance.

Section 45. **Execution of Compliance Orders by Public Authority.** Upon failure to comply with a compliance order within the time set therein and no appeal having been taken, or upon failure to comply with a modified compliance order within the time set therein, the criminal penalty established hereunder notwithstanding, the City Council may by resolution cause the cited deficiency to be remedied as set forth in the compliance order. The cost of such remedy shall be a lien against the subject real estate and may be levied and collected as a special assessment in the manner provided by Minnesota Statutes, Chapter 429, as amended, but the assessment shall be payable in a single installment.

Section 46. **License Suspension or Revocation.** Every license issued under the provisions of this Ordinance is subject to suspension or revocation by the City Council should the licensed owner or his duly authorized agent fail to operate or maintain a licensed rental dwelling or unit therein consistent with the provisions of the ordinances of the City of Medicine Lake and the laws of the State of Minnesota. In the event that a license is suspended or revoked by the City Council for just cause, it shall be unlawful for the owner or his duly authorized agent to thereafter permit any new occupancy of a vacant or thereafter vacated rental unit until such time as a valid license may be restored by the City Council.

Section 47. **Posted to Prevent Occupancy.** Whenever any premises has been denied initial registration, had its registration revoked, or is unfit for human habitation, it shall be posted by the Code Official to prevent further occupancy. No person, other than the Code official or his representative, shall remove or alter any Posting. The Code official will post the date the premises shall be vacated and no person shall reside in, occupy or cause to be occupied that premises until the Code Official permits it.

Section 48. **Alternative Sanctions.** Notwithstanding the availability of the herein referred compliance procedures and the penalties, whenever the Compliance Official determines that any rental dwelling, or rental dwelling unit, or the premises surrounding any of these fails to meet the requirements set forth in this ordinance, the Compliance Official may issue a violation tag summoning the responsible person into court or request the issuance of a criminal complaint and arrest warrant.

Section 49. **Conflicts.** From and after January 15, 1989, any conflict between any provision of this ordinance, and any term of a contractual relationship between a landlord and a tenant shall be resolved in favor of this ordinance, which shall govern.

Section 50. **Penalties.**

Subd. 1. Any person who fails to comply with a compliance order after right of appeal has expired or a modified compliance order within the time set therein or violates any of the provisions of this ordinance by doing any act or omitting to do any act which constitutes a breach of any section of this ordinance shall, upon conviction thereof by lawful authority, be punished with the penalties set forth for misdemeanor. Each day that a violation continues shall be deemed a separate punishable offense. The Code Official may post the premises by appropriate signs or notices prohibiting occupancy, and may act to cause the premises to be vacated or remain vacant until the Code violations are corrected.

Subd. 2. No provision of this ordinance designating the duties of any official or employee of the City shall be so construed as to make such official or employee liable for the penalty provided in this Ordinance, because of failure to perform such duty, unless the intention of the City Council to impose such penalty on such official or employee is specifically and clearly expressed in the section creating duty.

Section 51. **No Warranty by City.** By enacting and undertaking to enforce this ordinance, neither the City nor its Council, agents or employees warrant or guaranty the safety, fitness or suitability of any dwelling in the City. Owners and occupants should take whatever steps they deem appropriate to protect their interests, health, safety and welfare.

Section 52. **Separability.** Every section, provision or part of this ordinance is declared separable from every other section, provision, or part to the extent that if any section, provision or part of the Ordinance shall be held invalid, it shall not invalidate any other section, provision or part thereof.

Section 53. **Repealer.** City Ordinance #62 is hereby repealed. This ordinance shall supercede any other City ordinance inconsistent with the provisions found herein.

Adopted by the City Council of the City of Medicine Lake this 1st day of August, 2005.

Mary Anne Young, Mayor

ATTEST: Chris Lentz, City Clerk