

ORDINANCE No. 2457

AN ORDINANCE OF THE CITY OF TERRELL, TEXAS AMENDING CHAPTER 4, SECTION 4-31, BUILDING REGULATIONS, TERRELL CITY CODE REVISED; ADOPTING A NEW RENTAL COMMUNITY INTEGRITY ORDINANCE; REPEALING ORDINANCE No. 2385; PROVIDING FOR IMPLEMENTATION OF THE “CRIME-FREE RENTAL PROGRAM”; ESTABLISHING MINIMUM PROPERTY MAINTENANCE AND SAFETY STANDARDS FOR MULTI-FAMILY, SINGLE-FAMILY, MANUFACTURED HOUSING, DUPLEX AND TOWNHOUSE RENTAL STRUCTURES; PROVIDING FOR INSPECTIONS OF RESIDENTIAL RENTAL DWELLING UNITS AND RENTAL PROPERTY PREMISES; PROVIDING FOR THE ISSUANCE OF CERTIFICATES OF INSPECTION FOR RESIDENTIAL RENTAL DWELLING UNITS; AMENDING ORDINANCE 2374 – BUILDING PERMIT FEES TO ADD FEES FOR RESIDENTIAL RENTAL INSPECTIONS AND INCENTIVES FOR PARTICIPATION IN THE CRIME-FREE RENTAL PROGRAM; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Terrell City Council has determined that the establishing of minimum property maintenance and safety standards and methods to promote crime prevention for residential rental properties is necessary to promote the health, safety, and welfare of the citizens of the City of Terrell; and

WHEREAS, the City of Terrell City Council desires to enact an ordinance establishing minimum property maintenance and safety standards and methods to promote crime prevention for residential rental properties in the City of Terrell.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Terrell, Texas:

THAT CHAPTER 4, BUILDING REGULATIONS, TERRELL CITY CODE REVISED is hereby amended to revise Section 4-31 as follows, in all other respects, said Code to remain in full force and effect:

ARTICLE I. – General Provisions

Section 4-31. Rental Community Integrity Ordinance

- A. GENERAL.** - This ordinance consists of four (4) primary parts – Article I – General Provisions applies to all types of rental properties in the corporate city limits of Terrell; Article II shall apply only to multi-family, manufactured housing, duplex and townhouse rental structures, dwelling units, accessory buildings, club houses and other structures intended for tenant use; Article III shall apply only to single-family rental structures and property including accessory dwellings which are leased, rented or otherwise occupied by tenants who are unrelated to the owner of the primary single-family residence; and Article IV consists of the implementation of the “Crime Free Rental Program” which shall apply to all single-family, multi-family, manufactured housing, duplex and townhouse rental properties. Participation shall be voluntary; however, any rental structure, dwelling unit or property which participates in the Crime Free Rental Program shall be eligible for reduced inspection fees and other incentives as specified herein.

1. **Reference to Laws.** Any reference in this section to ordinance, section, statute, or other law or portion of law, includes the cited law as it exists at the time this section becomes effective and includes all the cited law's successors. The minimum standards set forth herein for crime prevention, health, safety, welfare, fire protection, sanitation, property maintenance, nuisance abatement, refuse management, high weeds and grass, and building codes are adopted and derived from the following as adopted or amended:
 - a. Terrell City Code Revised
 - b. 2003 International Building Code (IBC)
 - c. 2003 International Residential Code (IRC)
 - d. 2003 International Fire Code (IFC)
 - e. 2003 International Property Maintenance Code (IPMC)
 - f. 2003 International Plumbing Code (IPC)
 - g. 2003 International Mechanical Code (IMC)
 - h. 2003 International Fuel Gas Code (IFGC)
 - i. 2003 International Existing Building Code (IEBC)
 - j. 2005 National Electrical Code (NEC)
 - k. HUD Minimum Housing Standards (Form HUD-52580-A)
 - l. Texas Property Code – Title 8 – Landlords and Tenants
 - m. Texas Local Government Code (TLGC) – Chapters 54 and 214
 - n. National Fire Protection Association (NFPA) 101 Life Safety Code
 - o. International Crime Free Association “Crime Free Rental Program”

NOTE: Due to the close dependence of this ordinance on the above International ICC and NEC codes, which are typically adopted on a six year cycle, it is intended for this ordinance to follow the same six year review cycle in order to provide a consistent and stable regulatory environment for the development and rental community.

2. **Purpose.** The purpose of this code is to promote crime prevention and provide minimum standards to protect the health, safety, morals, and welfare of the citizens of the City of Terrell by establishing minimum property maintenance and safety standards applicable to the use, occupancy, and maintenance of all residential rental structures, dwelling units, and premises. These minimum standards are established to ensure all structures, facilities and properties are safe, sanitary, and fit for human use and habitation. It is not intended that this Code be interpreted or enforced to require the City to intervene in matters which are primarily personal, private in nature or civil disputes between landlords and tenants which may be appropriately resolved between or among private interests without material damage to the public health, safety, or welfare. This ordinance does not give the City the authority to conduct background checks on prospective or current tenants. This ordinance does not give landlords the authority to violate any Fair Housing laws. Compliance with the provisions of this ordinance is not contingent upon immigration or citizenship status. Information collected for the purpose of identification verification is not subject to public information requests.

3. **Compliance.** This code is found to be remedial and essential to the public interest, and it is intended that this code be liberally construed to effectuate its purposes. All existing multi-family, single-family, manufactured housing, duplex and townhouse rental structures, dwelling units, accessory structures, swimming pools, spas, fences and premises located within the corporate city limits of the City of Terrell on the effective date of this code, or constructed or developed thereafter must comply with the provisions of this code.
 - a. All applications for registration in the Crime Free Rental Program, as described herein, shall be submitted to the City no later than sixty (60) days after the effective date of this Ordinance or it will be assumed that the owner of the rental property does not intend to participate in the Crime Free Rental Program and thus will be subject to the annual inspection provisions and fees as set forth in Article I, II and III as applicable.
 - b. For those properties subject to annual inspections compliance shall be completed no later than December 31, 2010.
4. **FEES.** The following fee schedule shall be adopted by this ordinance as an amendment to Ordinance 2374 – Schedule of Fees for Building Permits:
 - a. Multi-family, duplex, townhouse or manufactured housing rental units:
 - i. Annual Certificate of Inspection fee is twelve dollars (\$12.00) per dwelling unit.
 - ii. Failure to pass first re-inspection – thirty-six dollars (\$36.00) for Certificate of Inspection.
 - iii. Failure to pass second re-inspection - one hundred dollars (\$100.00) for Certificate of Inspection.
 - iv. Failure to renew the Certificate of Inspection of an occupied dwelling unit within thirty (30) days of its expiration date – one hundred dollars (\$100.00).
 - b. Single-family or accessory dwelling rental units:
 - i. Annual Certificate of Inspection fee is twenty-five dollars (\$25.00) per dwelling unit.
 - ii. Failure to pass first re-inspection – thirty-six dollars (\$36.00) for Certificate of Inspection.
 - iii. Failure to pass second re-inspection - one hundred dollars (\$100.00) for Certificate of Inspection
 - iv. Failure to renew the Certificate of Inspection of an occupied dwelling unit within thirty (30) days of its expiration date – one hundred dollars (\$100.00).
 - c. Adjusted fees for participation in the “Crime-Free Rental Program:
 - i. Annual Certificate of Inspection fee is eight dollars (\$8.00) per dwelling unit for single-family, multi-

family, duplex, townhouse or manufactured housing rental units.

- ii. Failure to pass first re-inspection – twelve dollars (\$12.00) for Certificate of Inspection.
- iii. Failure to pass second re-inspection - fifty dollars (\$50.00) for Certificate of Inspection.
- iv. Failure to renew the Certificate of Inspection of an occupied dwelling unit within sixty (60) days of its expiration date – one hundred dollars (\$100.00).

B. DEFINITIONS.

1. Accessory building means a structure on the same lot as the main building.
2. Accessory dwelling means a detached dwelling unit on the same lot as the primary residence.
3. Apartment means a room or suite of rooms arranged or designed to be used as a residence by a single-family, individual, or group of individuals living as a single household.
4. Apartment building means any residential structure containing three (3) or more dwelling units for lease or rent.
5. Bathroom means an enclosed space containing one or more toilets, lavatories, bathtubs, showers, or any combination of fixtures serving similar purposes.
6. Bedroom means an enclosed space used or intended to be used for sleeping purposes and not as a kitchen, dining room, bathroom, living room, closet, storage space, hallway, utility space, entry way, garage, patio or breezeway. (Note: The square footage of a kitchen, living room, dining room, bathroom, closet, storage space, hallway, utility space, entry way, garage, patio or breezeway shall not be included as a sleeping area in determining the minimum occupancy area required for sleeping purposes.)
7. Building Code means the codes listed in Section A.1 above as adopted or amended.
8. Building Official means the duly appointed person authorized and directed to enforce all provisions of this code and the codes as referenced herein, to render interpretations of these codes and to adopt policies and procedures in order to clarify the implementation the provisions of these codes.
9. Certificate of Inspection means that the apartment dwelling unit, building, structure and/or premises meets the minimum property, health, safety and sanitation standards as set forth in this ordinance and other adopted codes of the City of Terrell.
10. Certificate of Occupancy means authorization to occupy or use a structure in accordance with the adopted or referenced codes listed herein issued by the Building Official of the City of Terrell.
11. City means the City of Terrell, Texas.

12. Dangerous or substandard building means a structure or building where conditions exist as outlined in Chapters 54 and 214 of the Texas Local Government Code (TLGC) and the Terrell City Code Revised which could possibly threaten the health, safety, general welfare or property of any person or persons.
13. Director of Municipal Development means the department head appointed to administer and direct the operations of the Building Inspections, Code Enforcement, Health and Planning and Zoning Divisions of the city.
14. Dwelling means a structure designed or intended to be used or occupied for residential purposes.
15. Dwelling unit means any room or group of rooms occupied, or which is intended or designed to be occupied as a single unit providing complete independent living facilities for one individual, group of individuals not to exceed six (6) unrelated persons, a single family, or single household which includes permanent provisions for living, sleeping, eating, cooking, and sanitation.
16. Efficiency unit means a dwelling unit containing only one habitable room with a maximum number of occupants of three (3) persons.
17. Egress means a safe and unobstructed means of exit from a structure leading to safe and open space at ground level.
18. Emergency escape and rescue opening means an opening (typically a window) facing directly to the outdoors of a structure which is capable of being easily opened by the occupant with a minimum height of twenty-four inches (24”) and a minimum width of twenty inches (20”) with a minimum total of 5.7 square feet in size. Required for each room used as a bedroom.
19. Extermination means the control and elimination of insect, rodent or vermin pests.
20. Family means one or more persons related by blood, affinity (marriage), or adoption to the second degree of consanguinity; or a group not to exceed six (6) persons not all related by blood or marriage, adoption or guardianship, occupying a dwelling unit. The definition of the second degree of consanguinity for the purpose of defining a single family is spouse, siblings, parents, grandparents, children, or grandchildren in accordance with Chapter 573 of the Texas Government Code.
21. Fire Marshall means the appointed official authorized to enforce all adopted fire codes of the city.
22. Floor area (net) means the total area of all habitable space used or designed for living, sleeping, eating, or cooking excluding bathrooms, toilet rooms, pantries, closets, halls, breezeways, storage, attics or utility spaces measured in square feet.
23. Floor area (gross) means the total area of a dwelling unit including both habitable and non-habitable space that is air-conditioned excluding garages, common areas, open porches, or areas which are not climate

controlled measured to the inside walls of the unit and shown in square feet.

24. Garbage means animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.
25. Guest, invitee, or visitor means any person(s) who stays with a tenant in a rental dwelling unit free of charge for thirty (30) days or less per calendar year with the landlord's consent. Persons staying longer than thirty (30) days in a twelve (12) month period shall be considered tenants for the purpose of occupancy loads and of this ordinance.
26. Infestation means the presence within or contiguous to a dwelling unit of insect, rodent, or vermin pests or visible evidence of their presence in the absence of the actual living organism.
27. Kitchen means a space at least sixty (60) square feet in size used cooking and the preparation of food.
28. Kitchenette means a space less than sixty (60) square feet in size used for cooking and the preparation of food.
29. Landlord means the owner, property manager, resident manager, agent or any other person held out by any owner or property manager as the appropriate person with whom the tenant or public normally deals with, concerning leases, rental agreements, contracts, payment of rents, maintenance, complaints, emergencies, etc. of the apartment building as well as having budgetary authority to effect repairs in a timely manner as required to abate or correct violations of this ordinance.
30. Laundromat means a self service room or separate building accessible to all residents or tenants and which contains one (1) or more washers and dryers.
31. Life Safety Inspection – an inspection based on the NFPA 101 Life Safety Code.
32. Litter means garbage, refuse, rubbish, and all other waste material deposited on the ground or in any other place other than in an approved waste receptacle.
33. Manufactured Housing – any one of several types of prefabricated housing products (mobile home, HUD-Code manufactured home, or industrialized home) which are typically manufactured/assembled at a location other than the end user's permanent site or lot, which are regulated by the Texas Manufactured Housing Standards Act (Article 5221 f and 5221 f-1, V.A.C.S.).
34. Multi-family complex or apartment complex (for the purpose of this ordinance) means:
 - a. Any building or group of buildings which provide three (3) or more dwelling units on a single platted lot or on a single tract or contiguous tracts of land under a common ownership if the land on which the building or buildings is located is unplatted; and
 - b. Any duplex, manufactured home or townhouse that is for rent or lease.

35. Occupancy load limit means the maximum number of tenants or persons who can safely occupy or reside in a dwelling unit.
36. Occupant means any person over one year of age living, sleeping, cooking, eating in, or having actual possession of a dwelling unit.
37. Owner means a person claiming, or in whom is vested, the ownership, dominion, or title to real property, or other responsible party or person who has authority to expend funds in relation to the property, including but not limited to:
 - a. The owner of fee simple title;
 - b. The holder of a life estate;
 - c. The holder of a leasehold estate for an initial term of five (5) years or more;
 - d. The buyer in a contract for deed provided said contract for deed has been filed and is of record in the Real Property Records of Kaufman County, Texas;
 - e. A mortgagee, receiver, executor, or trustee in control of real property; or
 - f. The landlord, property manager, registered agent, C.E.O. or officer of a corporation having fiduciary control of a rental dwelling, single-family dwelling, duplex, townhouse, manufactured house or apartment building.
38. Person means an individual, corporation, business trust, estate trust, partnership, association, two (2) or more persons having a joint or common interest, or any other legal or commercial entity.
39. Plumbing means any system, appurtenance, fixture or appliance that is connected to, discharges to or utilizes gas, fuel, water, or sewage disposal including but not limited to toilets, lavatories, sinks, laundry tubs, catch basins, wash basins, bathtubs, showers, water heaters, water faucets, water lines, waste sewer pipes and sewerage systems, septic tanks, drains, vents, traps, appliances or private fire hydrants.
40. Potable water means water duly approved as satisfactory and safe for drinking by the Water Utility Department of the city.
41. Premises means a lot, plot, parcel or tract of land including any structures located thereon.
42. Refuse means all solid wastes including, but not limited to, garbage, rubbish, ashes, street cleanings, dead animals, dead vegetation, junk vehicles, trash, paper, wood, yard clippings, discarded man-made products, glass, etc.
43. Single-family rental property means any house, structure or building which provide no more than one dwelling unit on a single platted lot or a detached accessory dwelling unit which is rented or leased to tenants unrelated to the occupants or owners of the primary residence or on a single tract of land if the land on which the building or buildings is located is unplatted and is designed to be used as a residence by a single-family, individual or group of individuals living as a single

household for rent or lease (this definition does not include duplexes, townhouses or manufactured housing which are considered to be multi-family rental properties for the purposes of this ordinance).

44. Structure means that which is built or constructed; an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.
45. Swimming pool means any structure, basin, chamber, or tank containing an artificial body of water having a depth of twenty-four inches (24") or more at any point.
46. Tenant means any person who occupies a dwelling unit for living or dwelling purpose with the owner's or landlord's consent.
47. Unfit for human habitation means a condition exists which could possibly threaten the life, health, safety, property, or general welfare of the occupant including those occupants of other dwelling units in the same building or apartment structure. (see "Dangerous or substandard buildings")
48. Uninhabitable means the same as unfit for human habitation.

ARTICLE II. – Multi-Family, Manufactured Housing and Duplex, and Townhouse Rental Properties

A. APPLICABILITY

1. Article II shall apply to all multi-family, manufactured housing, duplex, and townhouse rental structures, dwelling units, accessory buildings, club houses, premises and other structures designed for tenant use.
2. Inspection standards shall be based upon HUD Minimum Housing Standards (Form HUD-52580-A).
3. Annual inspections – as specified in Section D below.

B. MINIMUM STANDARDS – Responsibilities of landlord.

1. **Property Standards.** A landlord shall:
 - a. Eliminate trip hazards, holes, sharp protrusions, and other objects or conditions that exist on the premises or in common areas that are reasonably capable of causing injury to a person;
 - b. Securely cover or close meter vaults or other structures to prevent entry and/or hazards created by open holes or exposed equipment;
 - c. Provide an adequate number of covered solid waste receptacles or containers on the premises;
 - d. Provide drainage to prevent standing water and flooding on the property;
 - e. Remove dead trees and tree limbs that are reasonably capable of causing injury to a person or damaging property;
 - f. Keep the doors and windows of a vacant dwelling unit or vacant portion of an apartment, duplex, townhouse or manufactured housing rental unit securely closed to prevent unauthorized entry;
 - g. Keep all areas of the buildings, grounds, facilities and appurtenances in a clean and sanitary condition and report illegal dumping on their premises by tenants or non-tenants to the city code enforcement officer or housing inspector in a timely manner.
 - h. Notify the city in writing of any change in ownership or management of an apartment complex, duplex, townhouse or manufactured housing rental unit stating the name, address and contact information of the new owner/agent within thirty (30) calendar days.
 - i. The maximum number of tenants/occupants for any residential dwelling unit shall not exceed the limits as stated below in accordance with the above referenced codes:
 - i. The maximum number of tenants who may reside in any dwelling unit shall be two (2) occupants per bedroom plus one person (i.e. efficiency unit – three (3) tenants; one bedroom – three (3) tenants; two bedroom – five (5) tenants; three bedroom – seven (7) tenants; etc.)
 - ii. The owner/landlord may impose a more restrictive occupancy limit if so stated in the lease/rental contract.

2. **Structural Standards.** A landlord shall:

- a. Protect the exterior surfaces of a structure which are subject to decay, by application of paint or other coatings;
- b. Provide and maintain railings for stairs, steps, balconies, porches, and elsewhere as specified in the city codes;
- c. Repair holes, cracks and other defects reasonably capable of causing injury to a person in stairs, steps, sidewalks, porches, balconies or breezeways;
- d. Maintain the roof and exterior walls of a dwelling unit or apartment building in a weathertight and watertight condition;
- e. Maintain floors, walls, ceilings, doorways, and all supporting structural members in a sound and proper functional condition, capable of bearing imposed loads safely;
- f. Maintain doors, windows, stairwells or other methods of egress free of obstructions, capable of being easily opened to the full extent required by city codes;
- g. Maintain chimney flues and vent pipes in sound and proper functional condition to prevent fumes from entering a habitable space and to preserve fire safety.

3. **Utility Standards.** A landlord shall:

- a. Provide and maintain in working order all toilets, sinks, bathtubs, showers, connections, cleanouts (including keeping access points covered) to discharge sewage from a structure or land into a public sewer system;
- b. Provide and maintain in working order (without leaks) all pipes, fixtures, and appurtenances connected to a potable water source with adequate water pressure to all dwelling units;
- c. Provide and maintain a device to supply hot water between 115 and 140 degrees Fahrenheit or provide scald protection within each dwelling unit;
- d. Provide, connect and maintain in proper working order a kitchen sink, bathtub or shower, and bathroom lavatory to hot and cold water source in each dwelling unit;
- e. Connect all plumbing systems, electrical systems and mechanical systems in accordance with the adopted codes;
- f. Provide and maintain heating equipment capable of maintaining a minimum inside temperature of sixty-eight (68) degrees Fahrenheit in each habitable space of a dwelling unit;
- g. If the owner furnishes a fixed air conditioning system, he or she shall ensure it is designed and capable of maintaining a maximum inside temperature of twenty (20) degrees cooler than any ambient outside temperature. If the owner furnishes window air conditioning units, fans or other ventilation devices, he or she shall maintain them in proper working order as with other appliances, equipment or fixtures. Note: if windows are the only source of ventilation then screens shall be required to be installed and maintained to prevent insects from entering dwelling unit, however, if screens are present they shall be maintained in proper condition;

- h. Provide and maintain a safe electrical supply line to each dwelling unit and ensure sufficient electrical circuits and outlets to safely carry a load imposed by normal use of appliances and fixtures;
 - i. Pay all utility bills obligated by the landlord in timely manner to prevent disruption or disconnection of utilities by utility companies or the city and otherwise ensure that utilities are provided at all times in as much as possible.
4. **Health and Safety Standards.** A landlord shall:
- a. Make a reasonable effort to eliminate insect, rodent or vermin pests in or on the premises, in vacant structures or vacant portions of a structure, and in occupied dwelling units (a reasonable effort shall be evidence of a regular pest control program);
 - b. Maintain the interior of a vacant structure or vacant portion of a structure free from rubbish and garbage;
 - c. Provide and maintain appropriate covered receptacles and conveniences for the removal of ashes, rubbish, garbage and any other waste materials and to arrange for frequent removal of such waste materials (trash compacting units shall be fitted with a child-proof lockout device to prevent injury or death of children);
 - d. Maintain in proper working order all lighting for parking lots, exterior security lighting, breezeways, stairwells, porch lights, or other common areas;
 - e. Maintain in proper working order and free from obstruction all fire safety devices, fire alarms, exit signage, fire suppression systems, access, fire lanes, exits, locks or gates for access by the Fire Department;
 - f. Maintain clearly visible street and unit addresses for each building and dwelling unit;
 - g. If applicable, maintain swimming pool and spa safety devices in accordance with city codes including child safety lockout devices on gates and fences.
 - h. Maintain and ensure proper installation of insect proof screens for every window or other opening used for ventilation purposes from a dwelling unit directly to or from an outdoor space when air-conditioning is not being used.
 - i. Provide tenants with a 24 hour emergency number for the landlord, owner's agent, employee or property manager.
 - j. Notify the city when the landlord/owner evicts a tenant for criminal activity, vandalism or willful destruction of property, creating a nuisance, or other illegal acts.

C. MINIMUM STANDARDS – Responsibilities of tenant.

1. **General Duties.** A tenant shall:
- a. Maintain the interior of a dwelling unit occupied by the tenant in a clean and sanitary condition free from rubbish and garbage;
 - b. Remove pets or other animals from a dwelling unit if the presence of the animal or animals is a health hazard or creates a nuisance;
 - c. Connect tenant supplied appliances, fixtures, devices, equipment, or other appurtenances in accordance with standard safe practices and

- codes so as not to overload electrical, mechanical or plumbing systems;
- d. Not disable, remove batteries from a smoke detector, or otherwise allow any occupant of the unit to cause a smoke detector to not function properly. It shall be the tenant's responsibility to replace the batteries in their unit's smoke detectors a minimum of once a year.
 - e. Place all ashes, rubbish, garbage and other waste materials in the appropriate covered receptacles provided for same by the landlord (receptacles must not be capable of being overturned or accessed by dogs or other animals);
 - f. Not alter, remodel, construct, or repair any structure or interior of a dwelling unit without the express consent of the landlord and with proper permits issued by the city. All work shall be done in accordance with the adopted codes of the city;
 - g. Not install any deadbolt or door lock that does not comply with state or city codes;
 - h. Not exceed the maximum safe occupancy load limits of the dwelling unit as required by the city codes;
 - i. Not conduct any business from the dwelling unit in violation of the home occupation regulations as stated in the city codes;
 - j. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, in the premises;
 - k. Not deliberately or intentionally destroy, deface, vandalize, damage, impair or remove any part of the premises or knowingly permit any person to do so;
 - l. Conduct himself, and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises. For the purpose of this article, such unpermitted conduct includes, but is not limited to, any loud playing of music, television, radio, instrument or any other mechanical device;
 - m. When vacating the apartment, duplex, townhouse or manufactured housing rental unit, remove all trash and debris.

NOTE: The above list of responsibilities of a tenant is not to be construed to be comprehensive or exhaustive, wherein, the tenant's rights and responsibilities as well as the duties and remedies of the landlord are covered by contractual lease agreements, other city codes and by the Texas Property Code – Title 8 – Chapters 91 and 92.

D. INSPECTIONS

1. **Inspections Authorized.** The Municipal Development Department Director, Building Official, Housing Inspector, Health Inspector, Fire Marshall or their designees are authorized to make inspections to determine the condition of dwelling units and premises located within the city to determine their compliance with the minimum standards as adopted.

2. **Inspections.** The Municipal Development Department Director, Building Official, Housing Inspector, Health Inspector and Fire Marshall or their designated representatives are authorized to routinely perform inspections, and the owner/landlord shall grant irrevocable consent and agree to allow inspections, upon any and all portions of the apartment complex, duplex, townhouse or manufactured housing rental unit premises including the right to inspect individual dwelling units, as deemed necessary, as a condition of receiving a valid certificate of inspection, at least once every year of:

- a. The exterior of the structures and all of the common grounds of all apartment complexes, duplex, townhouse or manufactured housing rental dwelling units;
- b. Any or all unoccupied dwelling units;
- c. Any or all occupied dwelling units;
- d. Any or all storage areas, community buildings, swimming pools, athletic facilities, club rooms, equipment rooms, playgrounds, and all other portions of the premises not constructed as dwelling units that are intended for common use by tenants;
- e. Any dwelling unit, common grounds, or other structures upon receipt of a complaint from any person, city department or division that any dwelling unit, common grounds, or other structure may be in violation of this chapter. Complaints shall be in writing, signed and dated by the complainant, as required by the Texas Property Code, Section 92.052 and delivered to the owner/ landlord and to the Municipal Development Department if the owner or his representative fails to remedy the complaint in accordance with Chapter 92 of the Texas Property Code.

3. **Inspection Scheduling.**

- a. The Director of Municipal Development or his designee and the owner/landlord may agree on a reasonable date and time for the initial inspection and annual inspections thereafter. However, in the event the parties cannot agree on an inspection time or if scheduling, time constraints or other factors are likely to prevent the city from inspecting the property in a timely manner on or before deadlines expire the inspections shall be scheduled by the city after giving the owner/landlord written notice of the date and time of each inspection no less than fifteen (15) days prior to the scheduled inspection.
- b. In the event that the city designated inspector is denied admittance or entry to conduct an inspection, said denial shall not be a violation of this chapter, however, the landlord/owner shall be required to reschedule the inspection within ten (10) days. A second denial of admittance may result in additional inspection fees or securing right of entry by obtaining an administrative search warrant.
- c. An inspection may occur at any time between the hours of 8:00 a.m. and 5:00 p.m. on the date of the scheduled inspection.

- d. All future annual inspections shall be scheduled within thirty (30) days of the anniversary date in which the previous year's inspection was conducted.
- e. Tenants of occupied units scheduled for inspection shall have the right to be present during such inspections. The owners/landlord shall notify tenants of occupied dwellings of scheduled inspections not less than seven (7) days prior to the scheduled date of the inspection.

E. ENFORCEMENT

1. **Re-inspections.** The owner/landlord shall have thirty (30) days to remedy all conditions identified as a violation of this ordinance during the routine annual inspection and call for a re-inspection. If the dwelling unit, building, structure, or other area on the premises fails a second time the owner/landlord will be granted one additional thirty (30) day period in which to remedy the violations and call for a second re-inspection. If the violations still exist at the time of the second re-inspection the city may exercise one or more of the following options:
 - a. Grant further extensions if the owner/landlord can provide evidence that the delay is beyond the owner's or agent's control and/or provide evidence of a contract for services to abate the violation within a reasonable time in which a definite completion schedule is provided along with a detailed work plan indicating the scope of work.
 - b. Assess additional fees as prescribed in the adopted fee schedule.
 - c. Contact the various utility companies or city departments to have the utilities disconnected to the individual dwelling unit or to the entire structure if necessary to ensure the safety of the tenants or the public.
 - d. If an imminent danger exists to the tenants of a dwelling unit, adjacent units, or the entire building the landlord/owner may be ordered to vacate portions of the building or the entire structure as determined by the Building Official or Fire Marshall until the violation is abated.
 - e. Building official may revoke the Certificate of Occupancy of any structure deemed unsafe for occupancy until the structure is brought into compliance with the building codes and inspected.
 - f. Refer the unsafe, dangerous, or substandard structure to the Buildings and Standards Commission for adjudication.
 - g. File a complaint through the city attorney's office or otherwise cause a civil suit to be brought against the owner for injunctive relief and/or the assessment of civil penalties.

2. **Certificates of Inspection/Occupancy.**

- a. **Initial Certificate of Inspection.** Every dwelling unit located within an existing multi-family apartment complex (three or more dwelling units), apartment, duplex, townhouse or manufactured housing rental unit located in the City of Terrell not previously inspected in calendar year 2009 as of the effective date of this ordinance shall be required to be inspected prior to December 31, 2010 in order to obtain an initial certificate of inspection which will be valid for one (1) year from the date of issue. No certificate shall be issued for a dwelling unit which has any code violations which have not been corrected.
- b. **Certificate of Inspection.** A Certificate of Inspection shall be issued to the landlord/owner (or their designated agent) after the unit has been determined to meet all the minimum standards as set forth herein. Said certificate shall have the issue date, unit address, inspector's signature and expiration date.
- c. **Annual renewal of Certificate of Inspection required.** Every dwelling unit receiving a valid initial Certificate of Inspection in any calendar year shall be required to be inspected once a year thereafter in order to renew the certificate. The annual inspection shall occur within thirty (30) days of the anniversary date of the issue date of the certificate in order to facilitate an orderly inspection schedule by the city and to ensure compliance with this ordinance. Failure to renew the certificate within thirty (30) days of its expiration date may result in revocation of the certificate, assessment of extra fees as stated in the fee schedule, or subject the owner to other remedies as listed herein. No certificate shall be renewed for a dwelling unit which has any code violations which have not been corrected.
 1. After an annual inspection in which 90% of the units have successfully passed the inspection the property will receive exemplary status and shall receive a two year Certificate of Inspection.
 2. A failed inspection of more than 10% of the units shall require the units to be inspected annually.
- d. **New construction.** All newly constructed multi-family, duplex, townhouse or manufactured housing rental units will obtain an initial Certificate of Occupancy (C.O.) upon completion of construction and passing a final building permit inspection and will also receive a Certificate of Inspection which will remain valid for the remainder of the calendar year in which the units were constructed plus all of the following calendar year after which time the units will be required to receive annual inspections in accordance with this ordinance.
- e. **HUD subsidized units.** Any multi-family dwelling unit, apartment, duplex, townhouse or manufactured housing rental unit that is occupied by a tenant who is receiving housing assistance

through the Terrell Department of Housing and HUD which is subject to an annual HUD required inspection shall receive a Certificate of Inspection after having passed the HUD inspection. Any dwelling unit receiving a HUD inspection will be exempt from the requirement for a city initiated inspection during the same calendar year and the fee for the certificate shall be waived. However, if the city initiated inspection is conducted prior to a subsidized tenant occupying a dwelling unit and the certificate has already been issued this does not exempt the unit from the required HUD annual inspection which is a Federal mandate. Other State or Federal mandated inspections which require dwelling units to meet or exceed the minimum standards as required in this ordinance shall be similarly credited towards a Certificate of Inspection upon delivery of bona fide documentation to the city.

- f. **Revocation of a Certificate of Inspection.** Upon failure to comply with the provisions of this ordinance by December 31, 2010 or if the owner of an apartment complex, duplex, townhouse or manufactured housing rental unit fails to remedy or abate violations of this ordinance after proper notice of violations has been given the certificate of inspection for a dwelling unit may be revoked by the Building Official. Notice of revocation of the certificate shall be given to the tenant (if occupied) and landlord/owner of record by personal delivery, U.S. Postal Service certified mail return receipt requested on or before the tenth day prior to having utilities disconnected. If the U.S. Postal Service returns the notice as “refused” or “unclaimed” the validity of the notice is not affected, and the notice is considered delivered. Revocation of the Certificate of Inspection may also result in the ultimate revocation of the entire structure’s Certificate of Occupancy, additional fees, penalties or civil action being initiated by the city.
- g. **Emergency revocation of a Certificate of Occupancy (C.O.).** If an occupied dwelling unit(s) or building is found to have such extreme hazards as to pose such imminent danger to the tenants or public at large as to render the unit(s) or building unsafe for human habitation the Building Official shall have the authority to immediately revoke the C.O. and order the building, structure or dwelling unit(s) to be vacated until said hazards are abated or remedied.
- h. **Reinstatement of the Inspection Certificate/Certificate of Occupancy.** The suspended certificate may be reinstated or reissued by the Building Official upon verification of compliance with the violation notice and payment of a double fee on written request by the owner/landlord.
- i. **Temporary Certificate.** A temporary certificate may be issued for the purpose of having the necessary utilities connected for repairs or construction work to be accomplished.
- j. **Fees.** Fees for a Certificate of Inspection shall be according to the Fee Schedule Ordinance 2374 as adopted or amended.

ARTICLE III. – Single-Family Rental Properties

A. APPLICABILITY

1. Article III shall apply to all single-family rental structures and property including accessory dwellings which are leased, rented or otherwise occupied by tenants who are unrelated to the owner of the primary single-family residence, accessory buildings, premises and other structures designed for tenant use.
2. Inspection standards shall be based upon NFPA 101 Life Safety Standards if property is officially registered in the “Crime Free Rental Program”, otherwise the HUD Minimum Housing Standards (Form HUD-52580-A) mandatory annual inspections (essentially the same as multi-family inspections – see D. below) shall apply.
3. A basic Life/Safety inspection shall be conducted upon vacancy or prior to occupancy, however, a Life/Safety inspection shall be conducted a minimum of once every four (4) years whether vacant or not if property is participating in the “Crime Free Rental Program”. Otherwise regular annual inspections shall be required– as specified in Section D below.

B. MINIMUM STANDARDS – Responsibilities of landlord.

1. **Property Standards.** A landlord shall:
 - a. Securely cover or close meter vaults or other structures to prevent entry and/or hazards created by open holes or exposed equipment;
 - b. Maintain proper drainage to prevent standing water and flooding on the property;
 - c. Remove dead trees and tree limbs that are reasonably capable of causing injury to a person or damaging property;
 - d. Keep the doors and windows of a dwelling unit capable of being securely closed to prevent unauthorized entry;
 - e. Insure tenants keep all areas of the rental house, premises, and accessory buildings in a clean and sanitary condition and report illegal dumping on their premises by tenants or non-tenants to the city code enforcement officer or housing inspector in a timely manner;
 - f. Notify the city in writing of any change in ownership or management of a single-family rental property stating the name, address and contact information of the new owner/agent within thirty (30) calendar days;
 - g. The maximum number of tenants/occupants for any residential dwelling unit shall not exceed the limits as stated below in accordance with the above referenced codes:
 - i. The maximum number of tenants who may reside in any dwelling unit shall be two (2) occupants per bedroom plus one person (i.e. efficiency unit – three (3) tenants; one bedroom – three (3) tenants; two bedroom – five (5) tenants; three bedroom – seven (7) tenants; etc.)

- ii. The owner/landlord may impose a more restrictive occupancy limit if so stated in the lease/rental contract.

2. Structural Standards. A landlord shall:

- a. Protect the exterior surfaces of a structure which are subject to decay, by application of paint or other coatings;
- b. Provide and maintain safe railings for stairs, steps, balconies, porches, and elsewhere as specified in the city codes;
- c. Repair holes, cracks and other defects reasonably capable of causing injury to a person in stairs, steps, sidewalks, porches, balconies or breezeways;
- d. Maintain the roof and exterior walls of a dwelling unit in a weathertight and watertight condition;
- e. Maintain floors, walls, ceilings, doorways, and all supporting structural members in a sound and proper functional condition, capable of bearing imposed loads safely;
- f. Maintain doors, windows, stairwells or other methods of egress free of obstructions, capable of being easily opened to the full extent required by city codes;
- g. Maintain chimney flues and vent pipes in sound and proper functional condition to prevent fumes from entering a habitable space and to preserve fire safety.

3. Utility Standards. A landlord shall:

- a. Provide and maintain in working order all toilets, sinks, bathtubs, showers, connections, cleanouts (including keeping access points covered) to discharge sewage from a structure or land into a public sewer system;
- b. Provide and maintain in working order (without leaks) all pipes, fixtures, and appurtenances connected to a potable water source with adequate water pressure to all dwelling units;
- c. Provide and maintain a device to supply hot water between 115 and 140 degrees Fahrenheit or provide scald protection within each dwelling unit;
- d. Provide, connect and maintain in proper working order a kitchen sink, bathtub or shower, and bathroom lavatory to hot and cold water source in each dwelling unit;
- e. Connect all plumbing systems, electrical systems and mechanical systems in accordance with the adopted codes;
- f. Provide and maintain heating equipment capable of maintaining a minimum inside temperature of sixty-eight (68) degrees Fahrenheit in each habitable space of a dwelling unit (owner may provide approved portable heater after unit is occupied to prevent theft);
- g. If the owner furnishes a fixed air conditioning system, he or she shall ensure it is designed and capable of maintaining a maximum inside temperature of twenty (20) degrees cooler than any ambient outside temperature. If the owner furnishes window air conditioning units, fans or other ventilation devices, he or she shall maintain them in proper working order as with other appliances, equipment or

fixtures. Note: if windows are the only source of ventilation then screens shall be required to be installed and maintained to prevent insects from entering dwelling unit, however, if screens are present they shall be maintained in proper condition;

- h. Provide and maintain a safe electrical supply line to each dwelling unit and ensure sufficient electrical circuits and outlets to safely carry a load imposed by normal use of appliances and fixtures.

4. **Health and Safety Standards.** A landlord shall:

- a. Maintain in proper working order all exterior lighting, such as: for parking lots, exterior security lighting, breezeways, stairwells, porch lights, or other common areas;
- b. Maintain clearly visible street addresses for each dwelling unit;
- c. If applicable, maintain swimming pool and spa safety devices in accordance with city codes including child safety lockout devices on gates and fences;
- d. Maintain and ensure proper installation of insect proof screens for every window or other opening used for ventilation purposes from a dwelling unit directly to or from an outdoor space when air-conditioning is not being used;
- e. Provide tenants with a 24 hour emergency number for the landlord, owner's agent, employee or property manager.

C. MINIMUM STANDARDS – Responsibilities of tenant.

1. **General Duties.** A tenant shall:

- a. Maintain the interior of a dwelling unit occupied by the tenant in a clean and sanitary condition free from rubbish and garbage;
- b. Make a reasonable effort to eliminate insect, rodent or vermin pests in or on the premises;
- c. Remove pets or other animals from a dwelling unit if the presence of the animal or animals is a health hazard or creates a nuisance;
- d. Connect tenant supplied appliances, fixtures, devices, equipment, or other appurtenances in accordance with standard safe practices and codes so as not to overload electrical, mechanical or plumbing systems;
- e. Not disable, remove batteries from a smoke detector, or otherwise allow any occupant of the unit to cause a smoke detector to not function properly. It shall be the tenant's responsibility to replace the batteries in their unit's smoke detectors a minimum of once a year;
- f. Place all ashes, rubbish, garbage and other waste materials in the appropriate covered receptacles (receptacles must not be capable of being overturned or accessed by dogs or other animals);
- g. Not alter, remodel, construct, or repair any structure or interior of a dwelling unit without the express consent of the landlord and with proper permits issued by the city. All work shall be done in accordance with the adopted codes of the city;

- h. Not install any deadbolt or door lock that does not comply with state or city codes;
- i. Not exceed the maximum safe occupancy load limits of the dwelling unit as required by the city codes;
- j. Not conduct any business from the dwelling unit in violation of the home occupation regulations as stated in the city codes;
- k. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, in the premises;
- l. Not deliberately or intentionally destroy, deface, vandalize, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- m. Conduct himself, and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises. For the purpose of this article, such unpermitted conduct includes, but is not limited to, any loud playing of music, television, radio, instrument or any other mechanical device;
- n. When vacating the house, remove all trash and debris.

NOTE: The above list of responsibilities of a tenant is not to be construed to be comprehensive or exhaustive, wherein, the tenant's rights and responsibilities as well as the duties and remedies of the landlord are covered by contractual lease agreements, other city codes and by the Texas Property Code – Title 8 – Chapters 91 and 92.

D. ANNUAL INSPECTIONS (only applies to rental units not participating in the Crime-Free Rental Program)

1. **Inspections Authorized.** The Municipal Development Department Director, Building Official, Housing Inspector, Health Inspector and Fire Marshall are authorized to make inspections to determine the condition of single-family rental dwelling units (including accessory rental dwellings) and premises located within the city to determine their compliance with the minimum standards as adopted.
2. **Inspections.** The Municipal Development Department Director, Building Official, Housing Inspector, Health Inspector and Fire Marshall or their designated representatives are authorized to routinely perform inspections, and the owner/landlord shall grant irrevocable consent and agree to allow inspections, upon any and all portions of the multi-family premises including the right to inspect individual dwelling units, as deemed necessary, as a condition of receiving a valid certificate of inspection, at least once every year of:
 - a. The exterior of the structures and yards of all single-family rental housing units (including rental accessory dwelling units);
 - b. Any or all unoccupied dwelling units;
 - c. Any or all occupied dwelling units;

- d. Any or all storage areas, accessory buildings, swimming pools, and all other portions of the premises not constructed as dwelling units that are intended for common use by tenants;
- e. Any dwelling unit, yard, or other structures upon receipt of a complaint from any person, city department or division that any dwelling unit, yard, or other structure may be in violation of this chapter. Complaints shall be in writing, signed and dated by the complainant, as required by the Texas Property Code, Section 92.052 and delivered to the owner/ landlord and to the Municipal Development Department if the owner or his representative fails to remedy the complaint in accordance with Chapter 92 of the Texas Property Code.

3. **Inspection Scheduling.**

- a. The Director of Municipal Development or his designee and the owner/landlord may agree on a reasonable date and time for the initial inspection and annual inspections thereafter. However, in the event the parties cannot agree on an inspection time or if scheduling, time constraints or other factors are likely to prevent the city from inspecting the property in a timely manner on or before deadlines expire the inspections shall be scheduled by the city after giving the owner/landlord written notice of the date and time of each inspection no less than fifteen (15) days prior to the scheduled inspection.
- b. In the event that the city designated inspector is denied admittance or entry to conduct an inspection, said denial shall not be a violation of this chapter, however, the landlord/owner shall be required to reschedule the inspection within ten (10) days. A second denial of admittance may result in additional inspection fees or securing right of entry by obtaining an administrative search warrant.
- c. An inspection may occur at any time between the hours of 8:00 a.m. and 5:00 p.m. on the date of the scheduled inspection.
- d. All future annual inspections shall be scheduled within thirty (30) days of the anniversary date in which the previous year's inspection was conducted.
- e. Tenants of occupied units scheduled for inspection shall have the right to be present during such inspections. The owners/landlord shall notify tenants of occupied dwellings of scheduled inspections not less than seven (7) days prior to the scheduled date of the inspection.

E. ENFORCEMENT

- 1. **Re-inspections.** The owner/landlord shall have thirty (30) days to remedy all conditions identified as a violation of this ordinance during the routine annual inspection and call for a re-inspection. If the dwelling unit, building, structure, or other area on the premises fails a second time the owner/landlord will be granted one additional thirty (30) day period in which to remedy the violations and call for a second

re-inspection. If the violations still exist at the time of the second re-inspection the city may exercise one or more of the following options:

- a. Grant further extensions if the owner/landlord can provide evidence that the delay is beyond the owner's or agent's control and/or provide evidence of a contract for services to abate the violation within a reasonable time in which a definite completion schedule is provided along with a detailed work plan indicating the scope of work.
- b. Assess additional fees as prescribed in the adopted fee schedule.
- c. Contact the various utility companies or city departments to have the utilities disconnected to the individual dwelling unit or to the entire structure if necessary to ensure the safety of the tenants or the public.
- d. If an imminent danger exists to the tenants of a dwelling unit, adjacent units, or the entire building the landlord/owner may be ordered to vacate portions of the building or the entire structure as determined by the Building Official or Fire Marshall until the violation is abated.
- e. Refer the unsafe, dangerous, or substandard structure to the Buildings and Standards Commission for adjudication.
- f. File a complaint through the city attorney's office or otherwise cause a civil suit to be brought against the owner for injunctive relief and/or the assessment of civil penalties.

2. **Certificates of Inspection/Occupancy.**

- a. **Initial Certificate of Inspection.** Every single-family rental dwelling unit located in the City of Terrell as of the effective date of this ordinance which does not participate in the "Crime-Free Rental Program" shall be required to be inspected prior to December 31, 2010 in order to obtain an initial certificate of inspection which will be valid for one (1) year from the date of issue. No certificate shall be issued for a dwelling unit which has any code violations which have not been corrected.
- b. **Certificate of Inspection.** A Certificate of Inspection shall be issued to the landlord/owner (or their designated agent) after the unit has been determined to meet all the minimum standards as set forth herein. Said certificate shall have the issue date, unit address, inspector's signature and expiration date.
- c. **Annual renewal of Certificate of Inspection required.** Every dwelling unit receiving a valid initial Certificate of Inspection in any calendar year shall be required to be inspected once a year thereafter in order to renew the certificate. The annual inspection shall occur within thirty (30) days of the anniversary date of the issue date of the certificate in order to facilitate an orderly inspection schedule by the city and to ensure compliance with this ordinance. Failure to renew the certificate within thirty (30) days of its expiration date may result in revocation of the certificate, assessment of extra fees as stated in the fee schedule, or subject the owner to other remedies as

listed herein. No certificate shall be renewed for a dwelling unit which has any code violations which have not been corrected.

- d. **New construction or existing single-family dwellings which are newly rented/leased.** All newly constructed single-family units which are rented or leased in lieu of owner occupancy will obtain an initial Certificate of Occupancy (C.O.) upon completion of construction and passing a final building permit inspection and will also receive a Certificate of Inspection which will remain valid for the remainder of the calendar year in which the units were constructed plus all of the following calendar year after which time the units will be required to receive annual inspections in accordance with this ordinance. Existing single-family houses which are subsequently rented or leased in lieu of owner occupancy after the adoption of this ordinance shall be required to obtain an initial inspection and receive a Certificate of Inspection which shall be valid for the remainder of the calendar year and will be valid for the following calendar year if the inspection is after September 1st.
- e. **HUD subsidized units.** Any single-family dwelling unit that is occupied by a tenant who is receiving housing assistance through the Terrell Department of Housing and HUD which is subject to an annual HUD required inspection shall receive a Certificate of Inspection after having passed the HUD inspection. Any dwelling unit receiving a HUD inspection will be exempt from the requirement for a city initiated inspection during the same calendar year and the fee for the certificate shall be waived. However, if the city initiated inspection is conducted prior to a subsidized tenant occupying a dwelling unit and the certificate has already been issued this does not exempt the unit from the required HUD annual inspection which is a Federal mandate. Other State or Federal mandated inspections which require dwelling units to meet or exceed the minimum standards as required in this ordinance shall be similarly credited towards a Certificate of Inspection upon delivery of bona fide documentation to the city.
- f. **Revocation of a Certificate of Inspection.** Upon failure to comply with the provisions of this ordinance or if the owner of a single-family rental property fails to remedy or abate violations of this ordinance after proper notice of violations has been given the certificate of inspection for a dwelling unit may be revoked by the Building Official. Notice of revocation of the certificate shall be given to the tenant (if occupied) and landlord/owner of record by personal delivery, U.S. Postal Service certified mail return receipt requested on or before the tenth day prior to having utilities disconnected. If the U.S. Postal Service returns the notice as “refused” or “unclaimed” the validity of the notice is not affected, and the notice is considered delivered. Revocation of the Certificate of Inspection may also result in the ultimate revocation of the entire structure’s Certificate of Occupancy, additional fees, penalties or civil action being initiated by the city.

- g. **Emergency revocation of a Certificate of Occupancy (C.O.).** If an occupied dwelling unit(s) or building is found to have such extreme hazards as to pose such imminent danger to the tenants or public at large as to render the unit(s) or building unsafe for human habitation the Building Official shall have the authority to immediately revoke the C.O. and order the building, structure or dwelling unit(s) to be vacated until said hazards are abated or remedied.
- h. **Reinstatement of the Inspection Certificate/Certificate of Occupancy.** The suspended certificate may be reinstated or reissued by the Building Official upon verification of compliance with the violation notice and payment of a double fee on written request by the owner/landlord.
- i. **Temporary Certificate.** A temporary certificate may be issued for the purpose of having the necessary utilities connected for repairs or construction work to be accomplished.
- j. **Fees.** Fees for a Certificate of Inspection shall be according to the Fee Schedule Ordinance 2374 as adopted or amended.

ARTICLE IV. – Crime Free Rental Program

A. Purpose.

1. The purpose of this article is to establish a method by which the city may measure certain types of criminal activity occurring in rental communities in the City and to create a program to address within those rental communities methods proven to reduce such criminal activity.
 - a. It is the intent of this article to identify the parties to whom the City will hold responsible for compliance with and violations of this article, rather than to determine the rights and liabilities of persons under agreements to which the City is not a party. The terms of this article shall not be construed to alter the terms of any lease or other agreement between a landlord and a tenant or others relating to property that is the subject of this article; provided that no provision of any lease or other agreement shall be construed to excuse compliance with this article by any person.
 - b. Additionally, a violation of this article shall not in and of itself create a negligence per se standard or otherwise expand existing liability in tort for either a landlord or tenant.
 - c. This ordinance does not give the City the authority to conduct background checks on prospective or current tenants.
 - d. Compliance with the provisions of this ordinance is not contingent upon immigration or citizenship status.
 - e. This ordinance does not give Owners the authority to violate any Fair Housing laws.

B. General.

1. Definitions.

- a. Crime-Free Rental Program means the copyrighted program created and administered by the International Crime Free Association, Inc. a 501 (c)3 nonprofit corporation.
- b. Owner means all of the definitions as listed in Article I-B.36 above and referred to herein as “Owner(s)”.

2. Registration.

- a. An Owner shall file a City-supplied registration application with the Municipal Development Department and list each separately addressed rental property. The following correct and current information is required in the application:
 - i. Names, current addresses, and telephone numbers of all Owners and lien holders;

- ii. An emergency telephone number shall be provided to the City of the person designated by the Owner to respond to emergencies at the subject rental property, such as, a maintenance person, etc.
 - iii. A color copy of a State issued driver's license or State issued identification card (other forms of valid identification may be accepted upon approval of the Director) for all owners, registered agents, landlords, property managers, presidents or C.E.O.'s (if any of the responsible parties are corporations).
 - iv. Signature of the Owner or person having primary fiduciary responsibility for the subject property and authorized to sign the application;
 - v. Trade name or D.B.A. if property is owned or managed by a corporation;
 - vi. Legal address of subject property as listed in the Kaufman County Central Appraisal District tax records;
 - vii. Name(s), telephone number, address of person(s) responsible for paying utility bills;
 - viii. Whether unit is a primary single-family structure or an accessory dwelling such as a garage apartment;
 - ix. Number of bedrooms and/or occupancy load.
- b. By signing the registration application the Owner is entering into an agreement to abide by all of the requirements of the Article IV – Crime Free Rental Program.
 - c. Participation in the Crime Free Program shall continue for the subject address until such time that participation is terminated in writing by either the Owner or the City.
 - d. Termination of participation in the Crime-Free Program by either party shall then require the Owner to comply with either Article II or Article III – Annual Inspections as appropriate and be subject to additional fees.
 - e. The City shall reserve the right to terminate the Registration Certificate of the Crime-Free Rental Program for non-compliance with the requirements of this Article, such properties shall be subject to other requirements specified in Articles I, II, and III as applicable.
 - f. Registration Certificates may cover rental properties at more than one location or address, however, a separate Crime Free Lease Addendum shall be completed for each address and a separate annual registration fee shall apply for each address.
 - g. It is the duty of an Owner to update all information provided in the application within seven (7) business days of any change.
 - h. When more than 50 percent of the ownership changes or there is a change of a general partner of a corporation, the new owners or partners shall complete a new application within thirty (30) days of the change. There are no fees associated with any update of information on an application.
 - i. The City may, at any time, require additional relevant information of the Owner to clarify items on the application. Additional information requested shall be provided to the city within seven (7) business days of the City's request.

C. Inspections.

1. Any single-family rental property which is not officially registered in the Crime Free Rental Program shall be required to comply with Article III of this ordinance.
2. For those single-family rental properties who register to participate in the Crime Free Program, an initial Life/Safety inspection shall be scheduled by the Owner within thirty (30) days of filing the application for vacant single-family rental properties or upon change of occupancy for currently occupied dwelling units. Subsequent inspections of single-family dwelling units shall occur at change of occupancy while units are vacant but no more than once in a calendar year.
3. Upon completing the registration requirements, passing the Life/Safety Inspection and payment of fees a Certificate of Registration shall be issued which is valid for one (1) calendar year from the date of issuance.
4. If occupancy is long term then a Life/Safety inspection shall be conducted on occupied units a minimum of once every four (4) years upon the anniversary date of the application.
5. Unresolved complaints in which tenants have exhausted remedies allowed under the Texas Property Code Title 8 may result in the City taking appropriate actions, such as, additional inspections, etc. to insure the protection of the health, safety and welfare of the public.
6. Single-family rental units where tenants are receiving housing assistance from the Terrell Housing Department and are subject to HUD annual inspections and tenant background checks are exempt from the requirements of this Article.
7. A checklist of items to be inspected during a Life/Safety Inspection shall be provided to each single-family rental registration applicant of the Crime Free Rental Program. Items relating to public health, safety, welfare, security and crime prevention, but are not limited to the following:
 - a. Door locks – dead bolts to secure exterior doors, doors should be of solid core or metal construction.
 - b. Front door viewers.
 - c. Points of egress (exterior doors and windows) are not blocked or locked in such a way that occupants cannot escape during an emergency.
 - d. Smoke alarms and/or carbon monoxide detectors if gas or fireplaces are used in the dwelling unit. (hard wired detectors preferred).
 - e. Security lighting provided to illuminate parking areas, walkways, stairs, steps, doorways, and accessory buildings or common areas utilized by tenants at night.
 - f. Window latches – windows must be capable of being locked to prevent entry from intruders but also be capable of being opened in each bedroom as a means of escape during a fire, etc.
 - g. Burglar bars, if installed, must meet the code requirements for escape or egress.
 - h. Visible address or building and apartment unit numbers.

- i. Electrical fixtures, switch covers, panels, outlets are in safe working condition without broken or missing covers or bare wires exposed. Electrical panels are kept clear for a distance of thirty inches (30”) for access.
 - j. Plumbing is working with hot and cold water without leaks.
 - k. Sewage disposal system functions properly without leaks, stoppages or sewer gas detectable.
 - l. Heating and cooling units function properly as applicable.
 - m. Gas appliances function properly and gas test is conducted at such times as required by the International Fuel Gas Code or International Plumbing Code as applicable.
 - n. Owners should also consider trimming all shrubs to maximum thirty six inches (36”) in height and trim tree canopy up to a minimum of seven (7’) feet in height above the ground to prevent hiding places.
 - o. Locked common areas such as laundry rooms, club houses, fitness rooms are kept locked and only accessible by key or key pad, key card or similar device by tenants or employees of Owner.
 - p. Exterior of structure and roof are properly maintained and weather tight.
 - q. Yard is maintained and free of high weeds and grass, junk and debris or junk vehicles.
 - r. Fencing, if present, should be maintained to control access onto the property.
 - s. This list is for general information only and may not include all of the life safety issues that will be required to be addressed during an actual inspection.
8. Multi-family, duplex, townhouse or manufactured housing rental dwelling units shall follow their regular annual inspection schedule as described in Article II above.

D. Training.

- 1. The Owner or their representative of each rental property shall be required to attend an annual Crime Free training seminar conducted and scheduled by the City.
- 2. Each Owner or their representative shall be required to attend at least six (6) hours of training during the first year of participation and one (1) hour of annual training in subsequent years. Additional training may be required if violations of this section occur after initial training.
- 3. Training shall consist of fire prevention, safety, crime prevention, code enforcement and other such relevant topics.
- 4. Literature written in English and Spanish for distribution to their tenants will be available upon request.

E. Crime Free Lease Addendum.

1. The Owner(s) shall be required to use the official Crime Free Lease Addendum (Parts 1 and 2) to be signed and executed by the Owner and each and every tenant over the age of seventeen (17) residing in the subject rental dwelling unit (sample copies will be provided by the City to the Owner written in English and Spanish).
2. Owners shall provide a copy of each Crime Free Lease Addendum to the Municipal Development Director within seven (7) business days of its execution. A color copy of a valid State driver's license or State issued Identification Card (other forms of valid identification may be accepted upon approval of the Director) of each tenant listed on the addendum shall accompany the submission to the city.
3. It is strongly recommended that Owners carefully screen prospective tenants and/or employees, in as much as is not in conflict with the Fair Housing Act or other such laws regarding privacy, implement other means to reduce crime and improve safety on their rental properties utilizing one or more of the following:
 - a. Check current credit reports.
 - b. Obtain a current criminal history report issued by the Texas Department of Public Safety.
 - c. Utilize a third party background checking company.
 - d. Check personal references.
 - e. Check employment history.
 - f. Check previous rental history.
 - g. Require positive identification.
 - h. Membership in a Rental Property Owners Association.
 - i. Encourage tenants to participate in a Neighborhood Crime Watch.

NOTE: Prior personal history issues such as credit, criminal offenses or other incidents which have been properly adjudicated or resolved should not automatically disqualify a prospective tenant from renting a crime free rental unit. The decision to rent or lease to any particular individual(s) is solely at the discretion of the owner. The City's primary interest is in the prevention of crime and protecting the public health, safety and welfare of the rental communities.

4. The Owner(s) and/or tenant(s) shall be required to report any suspicious or criminal activity (Category I or II Crimes as listed below) on the premises of their rental property immediately upon discovery to the police, likewise, suspicious activities or persons and/or criminal activities reported to the City will be passed on to the landlord or owners for appropriate action.
5. The Owner(s) shall be required to notify the City when the landlord/owner evicts a tenant for criminal activity, vandalism or willful destruction of property, creating a nuisance, or other illegal acts.
6. The Owner(s) shall be required to notify the City when there is a change in tenants at any address that is registered in the Crime Free Rental Program.

F. Administration and Enforcement.

1. All calls for Police service to an address listed as a Crime Free Rental Program participant shall be tracked for crime statistical purposes and also reported to the Municipal Development Director for investigation and consideration if the activity reported is a violation of this Ordinance and subject to enforcement actions.
2. Noncompliance with the requirements of this Article.

An owner is considered to be in noncompliance with Article VI – Crime Free Rental Program if:

- a. The Owner fails to execute the Crime Free Lease Addendum as required herein and provide a copy thereof to the City within seven (7) business days with copies of valid forms of identification of tenants who signed the addendum.
- b. The Owner fails to evict residents who violate the terms of the Crime Free Lease Addendum.
- c. The Owner fails to report criminal activity on their rental property immediately upon discovery of such activity.
- d. The Owner allows persons over the age of 17 to reside in a dwelling unit who has not signed the Crime Free Addendum.
- e. The Owner fails to participate in the mandatory annual Crime Prevention Training.
- f. The Owner fails to report a change in tenancy to the City as required herein.
- g. The Owner fails to remedy Life/Safety issues identified during inspections in accordance to the inspection requirements listed herein.
- h. An owner is considered to be in noncompliance with this Article if an Owner or Tenant willfully submits or enters false or misleading information on any Crime Free Registration Application or Crime Free Lease Addendum.

CRIME FREE LEASE ADDENDUM – Part 1

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in the Texas Health and Safety Code).
2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.
4. Resident, any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined by the Texas Health and Safety Code, at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity, including threatening or intimidating, assault, the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under Texas Property Code, Section 91.001, subsection (e). Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a 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 the addendum shall govern.
8. This **LEASE ADDENDUM** is incorporated into the lease executed or renewed this day between Owner and Resident.

Resident Signature	Date: _____
Resident Signature	Date: _____
Resident Signature	Date: _____
Property Manager's (Owner) Signature	Date: _____

CRIME FREE LEASE ADDENDUM – Part 2

Addendum to Rental Application

Have you or **ANYONE** (regardless of age) who will be residing with you **EVER**:

- 1. Been arrested, cited, prosecuted, plead guilty to or been convicted of any crime?
[] Yes [] No
- 2. Been placed on probation, parole, or effected by the Megan Laws?
[] Yes [] No
- 3. Been in a gang, or are you currently a member of a gang?
[] Yes [] No
- 4. Been involved in, or are you currently are involved in any illegal activity?
[] Yes [] No
- 5. Been evicted or had a forcible detainer filed against you?
[] Yes [] No
- 6. Been a petitioner in a case at bankruptcy court?
[] Yes [] No
- 7. Had a warrant, or do you currently have a warrant for your arrest?
[] Yes [] No
- 8. Moved to avoid eviction or because of problems with a tenant or landlord?
[] Yes [] No

Please explain all "YES" answers in detail. (What happened, when, where and the results.)

Resident Signature

Date: _____

Resident Signature

Date: _____

Resident Signature

Date: _____

Property Manager's (Owner) Signature

Date: _____

3. Types of Criminal Activities.

a. Category I Crimes – Any crime in this category committed in violation of the Crime Free Lease Addendum shall require the landlord or owner to initiate immediate actions in accordance with the terms of the Crime Free lease Addendum including termination of the lease and eviction.

- i. Arson
- ii. Murder
- iii. Sexual offenses
- iv. Assaults: Class A or Felony
- v. Robbery
- vi. Felony possession of drugs
- vii. Burglary
- viii. Auto theft
- ix. Other crimes of violence

b. Category II Crimes – Any crime in this category committed by any tenant, person or guest of a tenant of a registered Crime Free rental property may, at the discretion of the Owner, be considered a violation of the Crime Free Lease Addendum and be subject to immediate termination of their lease resulting in eviction. More than one crime in this category committed by any tenant, person or guest of a tenant of a registered Crime Free rental property within a twelve (12) month period shall be considered an automatic violation of the Crime Free Lease Addendum which requires the owner to initiate immediate actions in accordance with the terms of the Crime Free Lease Addendum including termination of the lease and eviction.

- i. Driving while intoxicated or public intoxication
- ii. Theft
- iii. Embezzlement
- iv. Possession of a prohibited weapon
- v. Passing Bad or Hot Checks
- vi. Misdemeanor drug use
- vii. Vandalism
- viii. All other non-violent crimes

4. Remedial actions for noncompliance with the requirements of this Article.

a. An Owner found to be in noncompliance with the terms of this Article shall be provided written notice of such noncompliance and be given seven (7) business days to contact the City and provide a schedule and action plan to remedy the problem or issue. If the Owner fails to contact the City in the time allotted the City shall prescribe a schedule and remedial action necessary to correct the problem or issue. No remedy shall be considered acceptable if not

- completed within thirty (30) calendar days of receiving notice of noncompliance.
- b. If the Owner fails to correct the problem or issue in a timely manner or if repeated violations of this Article have occurred at a particular rental property the City may prescribe additional training for the owners, landlord or other responsible persons, assess additional fees or fines, revoke their participation in the Crime Free Program at the subject address and require the Owner to comply with Article II or III as applicable under stricter inspections and guidelines.
 - c. The City may take other actions as deemed necessary to insure compliance in order to protect the health, safety and welfare of the public.

ARTICLE V.

CONFLICTS. All ordinances or part of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed. To the extent that such ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

ARTICLE VI.

SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

ARTICLE VII.

PENALTY FOR VIOLATIONS. Violations of this ordinance are punishable as provided in Chapter 1, Section 1-1(g) *General penalty for violations of code; civil actions by city.*

- A. Nothing contained herein shall prevent the City of Terrell from taking such other lawful action as is necessary to prevent or remedy any violation.

ARTICLE VIII.

This ordinance will take effect immediately from and after its passage and the publication of the caption as the law in such cases provides.

PASSED AND APPROVED THIS THE 15th DAY OF JUNE, 2010

PASSED AND ADOPTED THIS THE 20th DAY OF JULY, 2010

Hal Richards, Mayor

ATTEST:

John Rounsavall, City Secretary

APPROVED AS TO FORM:

Mary Gayle Ramsey, City Attorney