

**ORDINANCE NO. 07-0482**

**AN ORDINANCE REGULATING RENTAL UNIT REGISTRATION AND INSPECTION**

The Council of the City of Hutchinson does hereby ordain:

**RENTAL UNIT REGISTRATION**

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**1. PURPOSE AND FINDINGS**

Subdivision 1. The City Council of the City of Hutchinson finds that there is a need for periodic municipal inspection of residential rental units in the City to ensure that such units meet City and State safety, health, fire and zoning laws and codes in order to promote the public health, safety and welfare of the community at large and the residents of rental units within the City.

Subdivision 2. The City Council of the City of Hutchinson finds that a municipal registration program is appropriate to effectively enforce residential rental unit maintenance standards and correct or prevent law violations, nuisances and other disturbances and disorders involving residential rental units within this City.

Subdivision 3. The City Council of the City of Hutchinson finds that an effective means of implementing the foregoing registration of all residential rental units with the City and inspection of

such units from time to time as determined appropriate in the exercise of discretion by staff and personnel of the City and in response to complaints involving such units.

2. DEFINITIONS: For purposes of this Ordinance, the following definitions shall apply;

Subdivision 1. Rental Unit or Residential Rental Unit means any house, apartment, condominium, townhouse, manufactured home, mobile home, mobile or manufactured home lot, room, or group of rooms, constituting or located within, a dwelling and forming a habitable unit.

Subdivision 2. Dwelling means any building or other permanent or temporary structure, including a manufactured or mobile home which is wholly or partly used, or intended to be used, for living or sleeping by human occupants.

Subdivision 3. Rent, Lease, Let or Sublet means the leasing of a rental unit to a non-owner for a fixed or non-fixed period of time, and shall include installment sales, purchases, and other similar arrangements whereby nonpayment of a periodic payment means the occupants may be evicted without the necessity of either a statutory mortgage foreclosure procedure, a statutory termination of contract for deed procedure, or a statutory repossession procedure.

Subdivision 4. Shall and must as used in this Ordinance are each mandatory. Should and may as used in this Ordinance are each permissive or directory.

Subdivision 5. Administrator means the City Administrator or their designee.

Subdivision 6. Registration Holder means a person or entity that is the owner of record according to the records on file with McLeod County, Minnesota.

Subdivision 7. Local Property Manager means a natural person residing within 50 miles of the City of Hutchinson who is authorized by the rental unit owner to make decisions for the owner about rental, occupancy and maintenance of the rental unit.

3. REGISTRATION REQUIREMENTS:

Subdivision 1. No person or entity may hereafter occupy, allow to be occupied or rent, lease, let or sub-let a rental unit, to another person or entity for occupancy unless that rental unit is registered for occupancy pursuant to a valid and current rental unit registration issued by the Hutchinson City Administrator.

Subdivision 2. Each rental unit must have an owner, or Local Property Manager designated by the owner, who resides within 50 miles of the City of Hutchinson.

Subdivision 3. All rental agreements or leases used to rent, let, lease or sub-let any rental unit to another person or entity for occupancy shall include and incorporate by reference, as a condition of the occupancy or tenancy, all of terms, provisions and requirements of Sections 7, 9, 10, 11, 12, 13, 14, 15, and 16 of this ordinance. All tenants or other occupants under any rental agreements or leases used to rent, let lease or sub-let any rental unit shall be provided a written notice that the terms of the rental agreement or lease include and incorporate all of the terms, provisions and requirements

of Sections 7, 9, 10, 11, 12, 13, 14, 15, and 16 of this ordinance and such written notice shall recite verbatim the terms, provisions and requirements of Sections 7, 9, 10, 11, 12, 13, 14, 15, and 16 of this ordinance.

Subdivision 4. Any person or entity desiring to rent, let, lease or sub-let to another any rental unit shall apply for registration by using forms furnished by the Administrator for that purpose. The forms must provide information required by the Administrator, including the following:

- A. Name, address, phone number (and FAX number, if owner has one) of the property owner.
- B. Name, address, phone number (and FAX number, if manager has one) of a designated Local Property Manger.
- C. The street address of the rental property.
- D. The number and types of units within the rental property (dwelling units or sleeping rooms).
- E. The maximum number of occupants permitted for each dwelling unit or sleeping room.
- F. The name, phone number, FAX number and address of the person authorized to make, or order, made repairs or services for the property if in violation of City or State codes, if the person is different than the owner or Local Property Manager.

Subdivision 5. Registration Holders shall provide a list of all residents in a particular rental unit to the City Administrator or their designee upon request.

4. EXEMPTIONS:

This Ordinance does not apply to units owned, operated or managed by a governmental entity or agency, hospital units or rooms, nursing homes, retirement homes or other similar rental space which is otherwise registered by the State of Minnesota or the City of Hutchinson if 100% of the units are agency inspected on a yearly basis.

5. MANNER OF REGISTRATION RENEWAL:

The first registration of property must be done by May 1, 2008. The City will annually mail registration renewal forms to rental unit owners or their designated Local Property Managers on or about January 1<sup>st</sup> of each year. Completed registration renewal forms must be delivered to the City Administrator or their designee no later than March 1<sup>st</sup> of each year. Failure of the City to mail renewal forms and failure of an owner or Local Property Manager to receive a renewal form, does not excuse or waive the registration required by this Ordinance.

6. TRANSFER OF PROPERTY:

Every new owner of a rental unit, whether fee owner or contract purchases, shall furnish to the City Administrator or their designee the new owner's name, address, phone number and fax number and the name, address, phone number and fax number of the new owner's designated Local Property Manager before taking possession of the rental property upon closing the transaction. No new registration fee is to be required of the new owner during the year in which such possession takes place, provided that the previous owner has paid all registration fees and has complied with all requirements of this Ordinance, State law and corrected any violations of health, zoning, fire or safety codes of the City or State law. If any change in the type of occupancy as originally registered is contemplated by the new owner, a new registration application will be required.

7. POSTING OF REGISTRATION:

Each rental unit registration holder must post the rental unit registration in a conspicuous spot near the front entry to the rental unit in a public corridor, hallway or lobby, must retain a copy of the rental unit registration on file and must be able to produce said copy upon demand. Failure to post the registration and keep the registration posted is a misdemeanor, and may be grounds for termination of registration.

8. FEES:

The fees for rental unit registration, registration renewal, late fees and inspections will be set by the City Council in the ordinance adopting the City's fee schedule. Failure to pay appropriate fees will result in the City assessing such amounts to the property value through the County.

9. SAFE HOUSING EDUCATION/MAINTENANCE OF RECORDS:

The City of Hutchinson shall provide an Apartment Building Checklist and may facilitate access to City and State safety, health, fire and zoning codes to interested persons. Registration Holders shall provide each tenant with a copy of the Apartment Building Checklist at the time the tenant leases the property. After registration and inspection the City shall provide the owner with the completed inspection form with an additional copy to be received and acknowledged by the tenant.

All records, files and documents pertaining to rental unit registration and rental unit inspections may be obtained by the City Administrator or their designee and will be available to the public as allowed, permitted or required by State Law or City Ordinance.

10. MAINTENANCE STANDARDS:

Every rental unit must be maintained in compliance with the, dwelling maintenance standards, blight ordinance and noise ordinance of the City of Hutchinson, State of Minnesota nuisance statutes, State of Minnesota dwelling maintenance standards, State of Minnesota health code, and State of Minnesota fire code, respectively as now in force and hereafter amended, revised or replaced, and in compliance with all other standards, ordinances, laws and regulations governing use, occupancy, construction and maintenance of property and conduct of persons in or on that property. Rental unit registration does not constitute certification of compliance with such codes, standards, ordinances or statutes by the City of Hutchinson.

## 11. INSPECTIONS AND INVESTIGATIONS:

All Inspections will be completed by the Fire Chief or their designee, so as all inspections will be completed in a uniform manner.

Subdivision 1. Initial inspections of all registered properties will occur within the first year after adoption of this ordinance. Properties will have a scheduled re-inspection on a schedule to be determined by the City Administrator or their designee. All properties shall be inspected by the City at least once every 3 years. The City shall have the right to make periodic inspections of all properties based on complaints of landlords, tenants, neighbors or other individuals. Inspection procedures for minor complaints should be as follows:

### Tenant complaint procedure

1. Verbal notification
2. Notify owner in writing to describe the deficiency
3. If owner does not respond and address the problem within a reasonable period, tenant may send a copy of the owner notice to the City to report the deficiency.
4. City inspector arranges to inspect the rental unit.
5. City inspector notifies the owner in writing describing the deficiency and recommended corrective action.

### Owner complaint procedure

1. Verbal notification
2. Notify tenant in writing to describe the deficiency
3. If tenant does not respond and address the problem within a reasonable period, owner may send a copy of the tenant notice to the City to report the deficiency.
4. City inspector arranges to inspect the rental unit.
5. City inspector notifies the tenant in writing describing the deficiency and recommended corrective action.

However, the City reserves the right to inspect registered properties without regard to the above-suggested procedure if, in the opinion of the City Administrator or their designee, the facts underlying the complaint constitute a condition that is unsafe to persons or property.

Subdivision 2. Law Enforcement, the City Building Official, and the City of Hutchinson respective designees and representatives, are hereby authorized to make inspections reasonably necessary to the enforcement of this Ordinance.

Subdivision 3. All persons authorized herein to inspect shall have the authority to enter, with seven days notice to the registration holder or property manager any rental unit or structure containing a rental unit, registered or required to be registered, for the purpose of enforcing this Ordinance. All Registration Holders shall, as a condition of registration, consent to such entries for inspection without warrant and all Registration Holders shall include, as a condition of any lease or rental agreement with any tenant or occupant, that such tenants or occupants consent to such entries for inspection without warrant. This subdivision does not limit or preclude any other right of entry authorized by law.

Subdivision 4. Written notice of a violation of this ordinance may be given to the Registration Holder by First Class mail directed to the address of the Registration Holder as shown by the Administrator's registration application file. Said notice may contain a Compliance Order stating that compliance with this ordinance shall be made immediately and, in that case, the notice shall advise the Registration Holder that the property may be re-inspected at a time to be determined by the person conducting the inspection.

Subdivision 5. Any person who fails to comply with a compliance order and upon conviction therefore shall be punished by a fine not to exceed the maximum penalties for misdemeanor crimes, together with the cost of prosecution. Each day of such failure to comply shall constitute a separate punishable offense.

## 12. FAILURE TO GRANT REGISTRATION, REVOCATION, SUSPENSION OR FAILURE TO RENEW REGISTRATION

Subdivision 1. The City reserves the right to not register a rental unit unless it complies with the requirements of this Ordinance.

Subdivision 2. Any registration issued under this Ordinance is subject to the right, which is hereby expressly reserved by the City, to deny, suspend, revoke or not renew the same should the Registration Holder or their agents, employees, representatives or lessees directly or indirectly fail to comply with the requirements of this ordinance or operate or maintain the rental dwellings contrary to the provisions of this Ordinance or any other ordinance of the City or any special permit issued by the City, or the laws of the State of Minnesota. Provided, however, registration shall not be denied, suspended, revoked or not renewed if the Registration Holder complies with a compliance order or orders in a reasonably timely manner as determined by the City Administrator or their designee.

Subdivision 3. The City Administrator or their designee shall notify the applicant that registration has been denied, or the Registration Holder that registration is being suspended, revoked or not-renewed. The suspension, revocation or non-renewal shall occur thirty-five (35) days after the date of the notification order, or at such later date as set out in the notification.

## 13. SUMMARY ACTION

Subdivision 1. As a condition of receiving rental unit registration, each Registration Holder is presumed to agree and consent that when the conduct of any Registration Holder or Registration Holder's agent, representative, employee or lessee, or the condition of their rental unit, or the property in or on which it is located, is detrimental to the public health, sanitation, safety and general welfare of the community at large, or residents of the rental units so as to constitute a nuisance, fire hazard, or other unsafe or dangerous condition and thus give rise to an emergency, the City Administrator or their designee shall have the authority to summarily condemn or close individual rental units or such areas of the rental dwelling as the City Administrator or their designee deems necessary. Notice of summary condemnation shall be posted at the units or areas affected and shall describe the units or areas affected. No person shall remove the posted notice, other than the Fire Chief, City Administrator, or their designated representative.

## 14. INTERIM HOUSING

As a condition of receiving a rental unit registration, the Registration Holder agrees that in the event that the registration is denied, suspended, revoked or not renewed due to the action or inaction of the Registration Holder, all tenants or sub-tenants of the residential rental unit shall be provided, at the Registration Holder's expense, suitable interim housing approved by the Fire Chief or their designee. The Registration Holder shall provide such interim housing until the registration for the unit is restored or until the end of the lease term, whichever is shorter. Failure of the Registration Holder to provide and/or pay for such interim housing shall be grounds for adverse action on all rental unit registrations the Registration Holder has in the city.

15. APPLICABLE LAWS:

Registration Holders are subject to all of the ordinances of the City and State of Minnesota relating to rental dwellings, and this Ordinance shall not be construed or interpreted to supersede or limit any other applicable ordinance or law.

16. VIOLATIONS, INJUNCTIVE RELIEF:

Subdivision 1. Nothing in this Ordinance prevents the City from taking enforcement action under any of its fire, housing, zoning, health safety or other codes, ordinances and State laws for violations thereof, or to seek injunctive relief and criminal prosecution for violations of any ordinance, code or law. Nothing contained in this Ordinance prevents the City from seeking injunctive relief against a property owner or designated property manager who fails to comply with the terms and conditions of this Ordinance or to obtain an order closing such rental units until violations of this particular Ordinance have been remedied by the property owner or designated property manager.

Subdivision 2. Violation of this Ordinance is a misdemeanor. Each separate day on which a continuing violation occurs is a separate violation.

17. PENALTIES:

Subdivision 1. Any person violating 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 by a fine not to exceed the maximum penalties for misdemeanor crimes, together with the costs of prosecution. Each day that a violation continues shall be deemed a separate punishable offense. No provision of this Ordinance designating the duties of any official or employee of the City of Hutchinson shall be so construed as to make such official or employee liable for the penalty provided in this Section 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 this Section creating the duty. All costs of prosecution will be assessed to the property owner.

18. WRITTEN NOTICES:

Notices from the City required by this ordinance shall be effective if personally delivered or if mailed to the addressee by First Class mail, return receipt requested, to the address shown in the City file pertaining to the rental unit involved in the notice.

19. EFFECTIVE DATE:

This Ordinance is effective upon its adoption and publication pursuant to the City of Hutchinson. Provided, however, that the initial registration provisions of this Ordinance do not become effective until rental unit owners have completed the process of registration. The initial registration covers a period of time from the date of issue through March 1, 2009.

20. SEVERABILITY CLAUSE:

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect validity of the remaining portions of this Ordinance.

This Ordinance shall take effect immediately from and after its passage and publication according to law.

ADOPTED BY THE COUNCIL OF THE CITY OF HUTCHINSON THIS 26<sup>th</sup> DAY OF FEBRUARY, 2008.

APPROVED:

ATTEST:

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By: Steven W. Cook  
Its: Mayor

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By: Gary D. Plotz  
Its: City Administrator