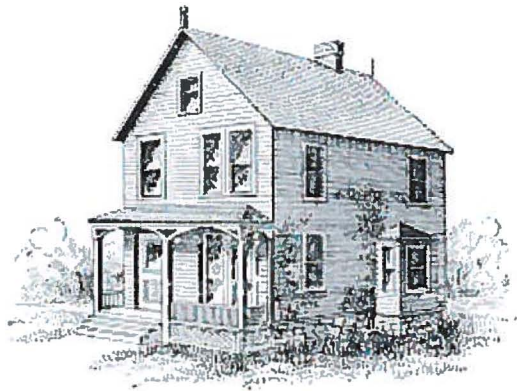


Notice of Public Hearing



DRAFT

Rio Dell Housing Code



Study Session
February 26, 2013
City Council Chambers
5:30 PM

On **Tuesday February 26, 2013 at 5:30 p.m.**, the Rio Dell City Council will hold a Study Session in the City Council Chamber at City Hall to discuss the Draft Rio Dell Housing Code. If you have any questions regarding the proposed projects, contact Kevin Caldwell, Community Development Director at (707) 764-3532.

**Rio Dell Housing Code
Title 14**

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ADOPTION, SHORT TITLE, PURPOSE, FINDINGS, SCOPE and DEFINITIONS

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Title 14
HOUSING CODE
Chapter 14.05

Article I
ADOPTION, SHORT TITLE, PURPOSE, FINDINGS, SCOPE and DEFINITIONS

Sections:

14.05.10	Adoption
14.05.20	Short Title
14.05.30	Purpose
14.05.40	Findings
14.05.50	Scope
14.05.60	Definitions

14.05.010 Adoption.

(1) There is hereby adopted a Housing ordinance for the City of Rio Dell, State of California, as provided pursuant to the provisions of State of California State Housing Law, Division 13, Part 1.5 of the State of California Health and Safety Code, Division 13, Housing, and the Health and Safety Code itself, all as amended from time to time by the Legislature of the State of California.

(2) This chapter incorporates by reference the State Housing Law and the Health and Safety Code, including administrative and enforcement mechanisms of Health and Safety Code Chapters 5 and 6 of Division 13, Part 1.5, as amended from time to time by the Legislature.

(3) These State of California Law and Codes preempt other provisions of this chapter in the event of differing or conflicting provisions. This chapter makes no local changes to the State Housing Law or State Housing Code due to local climatic, geographical or topographical conditions under Health and Safety Code Section 17958.5. Accordingly, no local legislative findings or filings are required under Health and Safety Code Section 17958.7

(4) The provisions of this title shall apply to all lands and all owners of lands within all the incorporated area of the City of Rio Dell.

14.05.020 Short title.

This title shall be known and cited as the "Rio Dell Housing Ordinance." In any administrative action taken by any public official under the authority set forth in this title the use of the term "housing ordinance," unless further modified, shall also refer to and mean this title.

14.05.030 Purpose.

(1) This title is adopted to promote and protect the public, health, safety, morals, comfort, convenience and general welfare and to ensure social and economic stability within the City of Rio Dell. Substandard housing has caused health risks to its occupants and those who reside in the surrounding neighborhood. Additionally, substandard housing has significantly contributed

to neighborhood blight. As a result, substandard housing is a nuisance that threatens the public's health, safety and welfare of the citizens and community of Rio Dell.

(2) To eliminate this nuisance it is imperative to establish enforceable minimum standards for residential buildings. The purpose of this chapter is to establish such standards for maintaining all residential buildings within the City of Rio Dell and thereby safeguard life, limb, health, property, safety, and welfare of the public.

(3) The City is under a state mandate to have a program to enforce the provisions of the State Housing Law. Unsafe housing is a community blight often associated with unlawful activity. While the cost of enforcement is significant, the result of failing to abate substandard housing has more adverse and far reaching consequences such as loss of housing and displaced individuals.

(4) Complaint initiated enforcement actions are sufficient to provide the essential level of abatement of substandard housing conditions needed by this community. An increased level of service which includes routine inspections of rental housing units has been determined to be necessary to eliminate substandard housing in the City.

(5) Having determined the appropriate level of service to be provided by a housing code enforcement program, it is also determined that those persons who violate the State Housing Law should bear the greatest practical share of the costs of operating such a program through enforcement fees and penalties. However, the establishment of such a program requires revenue to fund its implementation costs and to fund the difference between the ongoing costs of such a program and the revenue collected from violators through enforcement fees and penalties. The source of this revenue must be reliable if such a program is to achieve its objectives. Collection of enforcement fees and penalties is inherently unreliable as a funding source, and therefore cannot be relied upon either to establish the initial operating revenue for such a program or to fully support its ongoing operational costs.

(6) It is therefore necessary to levy a Rental Housing Code Compliance Fee for the purpose of generating the revenue required to fund the implementation and ongoing operating costs of such a program. The Rental Housing Code Compliance Fee may be adjusted annually, as necessary, for the purpose of ensuring adequate funding for the program. The Rental Housing Code Compliance Fee is a supplemental funding source for this program, intended to make up for any actual or forecast deficiencies in total program costs not generated from the collection of business license fees, enforcement fees and penalties from violators.

14.05.030 Findings:

The Rio Dell City Council finds as follows:

(1) It is imperative to establish enforceable minimum standards for residential buildings and to provide a program for enforcing these standards which is self-supporting.

(2) Complaint-initiated enforcement actions are sufficient to provide the essential level of abatement of substandard housing conditions needed by this community.

(3) Violators of the State Housing Law must bear the largest feasible share of the cost of housing Code enforcement.

- (4) Rental property owners derive a substantial benefit from a housing Code enforcement program and should therefore contribute to a portion of program costs.
- (5) Residents of rental property also benefit from a housing Code enforcement program and should therefore contribute to program costs indirectly through the cost of renting such housing.
- (6) It is necessary to establish an operating fund, which is separate from the City's general fund, for the purpose of implementing a housing code enforcement program and operating it on an ongoing basis. It is necessary that this source of funds be predictable and reliable for the efficient and continued operation of such a program. The imposition of a Rental Housing Code Compliance Fee is an appropriate means to accomplish this purpose.
- (7) It is recognized that the majority of rental housing property owners comply with the State Housing Law and applicable City ordinances, and that only a relatively small percentage violate these laws. And while it is the intent of this chapter that this group of violators should pay for as much of the cost of a housing Code enforcement program as is practical and feasible, it is also recognized that the collection of enforcement fees and penalties from violators can be a protracted and costly process, and that reliance thereupon as the sole source to fund such a program is inherently speculative and unrealistic. Therefore, while the primary source of revenue for this housing code enforcement program is intended to come from the collection of enforcement fees and penalties from violators, in their absence, the Rental Housing Code Compliance Fee is intended to make up program cost deficiencies. The reliance of such a program on the City's general fund for its cost of operation shall be minimized to the greatest extent possible.
- (8) This chapter satisfies the City's legal obligations under the State Housing Law.

14.05.50 Scope

The provisions of this chapter shall apply to all new and existing buildings or portions thereof used, or designed or intended to be used, for human habitation. This chapter is not an exclusive regulation of housing within the City of Rio Dell. It shall supplement, be accumulative with, and be in addition to any and all regulatory ordinances and State or Federal law existing or hereafter enacted by the City, the State or Federal government or any other legal entity that may have jurisdiction.

14.05.60 Definitions

For purposes of this chapter, the following definitions shall apply:

"Board" means the (APPEALS BOARD...Board of Abatement Appeals (Section 15.10.100 RDMC))?

"Boarded Building" means a building in which at least 30 percent of the window and/or door surface has been covered with plywood or other material for the purpose of preventing entry into the building by persons or animals.

"Building" means any structure having a roof used or intended to be used for the shelter or enclosure of persons, animals or property.

“Building, accessory” means a detached subordinate building located on the same building site as the main building and designed and intended for a use which is subordinate to the main building.

“Building Code” is the California Building Code adopted pursuant to Chapter 15.05 of the Rio Dell Municipal Code.

“Building, main” means a building in which is conducted the principal use of the building site on which it is situated.

“Building Official” means the City of Rio Dell Building Official established pursuant to Chapter 15.05 of the Rio Dell Municipal Code or his designee.

“Building, vacant” means a building that has been standing vacant for more than 90 consecutive days.

“City Council” shall mean the City Council of Rio Dell.

“City Manager” means the City Manager of Rio Dell, or his or her designated representatives.

“Clerk” means the Clerk of the Rio Dell City Council, or his or her designated representative.

“Complaint” means notification by any person, filed with the City of Rio Dell, of a violation or a suspected violation of the Rio Dell Municipal Code or this chapter.

“Council” means the City Council of Rio Dell.

“County” means the County of Humboldt.

“Demolish” means to destroy a building and to remove all debris and waste materials from the lot on which the building stood.

“Director” means the City of Rio Dell Housing Director and/or Community Development Director.

“Displaced” mean if a tenant is ordered to move out of a rented dwelling unit or structure by an order to vacate issued by the City.

“Dwelling” means any building or portion thereof containing one or more dwelling units designed or used exclusively as a residence for one or more families, but not including a tent, boat, trailer, mobile home, dormitory, labor camp, hotel or motel.

“Dwelling, multiple-family” means a building or portion thereof containing three or more dwelling units.

“Dwelling, single-family” means a building containing exclusively one dwelling unit.

“Dwelling, two-family” or “duplex” means a building containing exclusively two dwelling units under a common roof.

“ Dwelling unit ” means one room, or a suite of two or more rooms, designed and intended for occupancy or a place of residence by one family, and which unit has one kitchen or kitchenette. **“ Family ”** means a person living alone, or two or more persons related by blood, marriage or adoption, or a group of not more than five unrelated persons living together as a single nonprofit housekeeping unit in a dwelling unit.

“ Electrical Code ” is the National Electrical Code adopted pursuant to Chapter 15.05 of the Rio Dell Municipal Code.

“ Enforcement ” means diligent effort to secure compliance or abatement, including review of plans and permit applications, response to complaints, citation of violations, and other legal process. Except as otherwise provided in this chapter, “enforcement” may, but need not, include inspections of existing buildings on which no complaint or permit application has been filed, and effort to secure compliance as to such existing buildings.

“ Fire Code ” is the Uniform Fire Code adopted pursuant to Chapter 15.05 of the Rio Dell Municipal Code.

“ Fiscal Year ” means the year beginning July 1 and ending June 30.

“ Garbage ” means any refuse and waste material derived from the preparation, use and consumption of meats and food and all dead fish, animals, fowl, fruits, vegetables, and other noxious or offensive matter or material usually and ordinarily referred to as garbage or market refuse.

“ Hearing Officer ” means the City Council to hear matters as provided for and described in this chapter. The hearing officer (City Council) shall also serve as the housing appeals board as that term is used in the State Housing Law.

“ Housing Code ” means this chapter and includes the Building Code, the Electrical Code, the Mechanical Code, the Plumbing Code and the State Housing Law.

“ Landlord ” means an owner, lessor, or sublessor (including any person, firm, corporation, partnership, or other entity) who receives or is entitled to receive rent for the use of any dwelling, or the agent, representative, or successor of any of the foregoing.

“ Mechanical Code ” is the Uniform Mechanical Code adopted pursuant to Chapter 15.05 of the Rio Dell Municipal Code.

“ Notice and Order ” means a written notice served by an authorized City official to the owner and posted on the affected property declaring that the nuisance and/or substandard condition be repaired, removed or demolished to the satisfaction of the City.

“ Notice to Abate Nuisance ” means a written notice served by an authorized City official to the owner and posted on the affected property declaring that the that if the nuisance and/or substandard condition has not repaired, removed or demolished within the timeframe established in the Notice of Nuisance to the satisfaction of the City, the City shall file and record such notice with the Humboldt County Recorder’s Office.

“ Notice of Nuisance ” means that if the nuisance and/or substandard condition is not repaired, removed or demolished within the timeframe established in the Notice and Order to the

satisfaction of the City, the City shall file and record such notice with the Humboldt County Recorder's Office.

"Notice of Release of Nuisance" means that nuisance and/or substandard condition has been repaired, removed or demolished to the satisfaction of the City. The City shall file and record such notice with the Humboldt County Recorder's Office.

"Nuisance" means any condition declared by statute of the State of California or ordinance of the County of Humboldt or City of Rio Dell to be a nuisance, any condition potentially detrimental to any member or members of the public, including conditions which are unsafe, potentially unsafe, obstruct the free use or enjoyment of property, or diminish property values.

Or

"Nuisance" or "public nuisance" includes any public nuisance known at common law or in equity jurisprudence; any attractive nuisance which endangers health and safety and may prove detrimental to infants and other minors, whether in a building, on the premises of a building, or upon an unoccupied lot including any abandoned wells, shafts, basements and excavations; abandoned refrigerators; abandoned, dismantled or inoperable motor vehicles or parts thereof or machinery; any unsound fences or structures; any lumber, trash, fences, debris, or vegetation which may prove a hazard for inquisitive minors; whatever is dangerous to human life or is detrimental to health; any condition, matter, or thing declared by any law of the City of Rio Dell or the State of California to be a nuisance; abandoned buildings or structures in such neglected condition that the owner's intention to relinquish all further rights or interests in them may be reasonably concluded; abandoned structures or property that create a condition tending to reduce the value of private property; promote blight and deterioration; invite plundering; create fire hazards; harbor rodents and insects; jeopardize health, safety and general welfare; annoy, injure or endanger the safety, health, or offend the public decency; unlawfully interfere with, obstruct or render dangerous for passage any public park, square, street, alley or highway. -

"Nuisance Abatement" means the correction, removal, stoppage, demolition or destruction of that which causes a nuisance.

"Nuisance Abatement Revolving Fund" means the fund established by this chapter, of that name, which shall be maintained by the City Finance Department either as an account or a fund, and may, for the purpose of accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund. All such records with respect to any such fund shall at all times be maintained in accordance with sound accounting practice.

"Order to Vacate" is a written notice served by an authorized City official on the owner and posted on the affected property declaring that, due to failure to repair or maintain, the dwelling shall be vacated.

"Occupant" means any person over one year of age living, sleeping, cooking, or eating in, or having actual possession of a dwelling unit.

"Owner" means the owner of fee title to a dwelling unit.

“Parties in interest” means all persons, businesses, partnerships, and corporations who have a mortgage or other interest of public record in a dwelling or dwelling unit, or who are in possession thereof.

“Person” shall include any person, firm, company, corporation, partnership, association, organization or entity.

“Planning Commission” shall mean the Planning Commission of the City of Rio Dell.

“Plumbing Code” is the Uniform Plumbing Code adopted pursuant to Chapter 15.05 of the Rio Dell Municipal Code.

“Private Property” means such property as belongs absolutely to an individual, and of which he or she has the exclusive right of disposition. Property of a specific, fixed and tangible nature, capable of being in the possession of an individual and transmitted to another, such as houses, lands, vehicles, etc.

“Program” means the Housing Code enforcement program created under this chapter.

“Proof of Compliance” is documentation, on such form and in such manner as the City may provide that the deficiencies noted in the order or citation issued by the City has been corrected.

“Public Property” is a designation of those things which are considered as being owned by the public, the entire state or community, and not restricted to dominion of a private person. The term may also apply to any property owned by a state, nation or municipality

“Public Record” means deeds, mortgages and other instruments of record relating to land titles and recorded by the Humboldt County Recorder.

“Rental dwelling unit” means the dwelling unit rented for any tenure, type or price.

“Rental Housing Business License Fee” means the fee assessed and adopted pursuant to Chapter 5.05 of the Rio Dell Municipal Code.

“Rental Housing Code Compliance Fee” means the fee assessed under this chapter for each rental dwelling unit.

“Responsible Fire Chief” means the chief of the Rio Dell Fire Protection District.

“Rubbish” means refuse matter, combustible and noncombustible, including tin cans, bottles, papers, ashes, wire, box strapping’s, packing materials, lawn trimmings, trees, plants and other nursery stock, crockery, glass, brick, cement, motor vehicle bodies and discarded mechanisms, sawdust, mill trimmings, waste and all other material and matter similar to that herein mentioned. [Ord. 23 § 1, 1965.]

“State Housing Law” means Division 13, Part 1.5 of the Health and Safety Code (commencing at Section 17913) and Article 1 (commencing at Section 1) of Chapter 1, Title 25 of the California Code of Regulation.

“Substandard dwelling” has the same meaning as substandard building as set forth in Health and Safety Code Section 17920.3, or any successor statute.

“Summary Abatement” means the abatement of the nuisance by the City, or a contractor of the City, by removal, demolition, repair or other acts with or without notice to the owner, agent or occupant of the property when the City determines that the public nuisance constitutes an immediate and/or imminent peril to public health, safety or general welfare.

“Tenant” means the individual or individuals occupying a rental dwelling unit.

“Untenantable Rental Dwelling Unit” means a rental dwelling unit deemed untenantable for the purposes of this chapter, if it or the common area of the dwelling, structure, or premises in which it is located is the subject of a Housing Code citation or order pursuant to this chapter and substantially lacks any of the affirmative standard characteristics set forth in Civil Code Section 1941.1.

“Vacation Date” means the date by which a tenant is required to vacate a rental dwelling unit, pursuant to an order by an authorized City official.

14.05.70 Nuisances described.

(1) The following are some examples of situations that constitute a public nuisance. The list shall not be considered exhaustive. Additional situations may be determined to be a public nuisance by the City’s enforcement official and/or City Council.

(a) Abandoned Building or Structure.

(i) A building or structure which is not being inhabited, occupied or used.

(ii) A partially constructed, reconstructed or demolished building or structure upon which work is abandoned. Work is deemed abandoned when there is no valid and current building or demolition permit or when there has not been any substantial work on the project for a period of three months or more.

(b) Attractive Nuisance.

(i) Property which is in an unsecured state so as to potentially attract infants, children, squatters or other unauthorized persons, or so as to enable persons to resort thereto for the purpose of committing a nuisance or unlawful act.

(c) A Building or Structure Which Is in a State of Disrepair.

(i) A building or structure which has broken or missing windows or doors which constitute a hazardous condition or a potential attraction to trespassers.

(ii) A building or structure the exterior, walls, fences, retaining walls, driveways, or walkways of which are broken, deteriorated, or substantially defaced to the extent that the disrepair visually impacts neighboring property or presents an endangerment to public safety.

(d) Property Inadequately Maintained.

(i) Property which contains overgrown, diseased, dead or decayed trees, weeds or other vegetation and/or refuse or scrap materials which by reason of location, character and visibility detrimentally impacts the surrounding neighborhood or community or can attract rodents and/or vermin, become a fire hazard or can be transported by wind or otherwise onto or upon any public street, alley, sidewalk or other public place.

(e) Property Which Creates a Dangerous Condition.

(i) Property which contains unused and broken equipment; structurally unsound fences, walkways, porches, decks or other structures; machinery which is inadequately protected; lumber, trash, fences, debris; storage of chemicals, motor oil, or toxic or hazardous materials; storage of abandoned vehicles, tires or parts thereof.

(f) Property Which Creates Visual Blight.

(i) Graffiti. [Ord. 239 § 4, 2000.]

**Article II
VIOLATIONS, AUTHORITY, ABATEMENT PROCESS, PENALTIES**

SECTIONS

- 14.05.080 Violations
- 14.05.090 Authority
- 14.05.100 Administration
- 14.05.110 Authority to Enter and Inspect.
- 14.05.120 Summary abatement.
- 14.05.130 Administrative abatement.
- 14.05.140 Delivery of Notices.
- 14.05.150 Appeal, Public hearing.
- 14.05.160 Form and Contents of Decision; Finality of Decision.
- 14.05.170 Failure to Appeal
- 14.05.180 Costs on Appeal
- 14.05.190 Penalties
- 14.05.200 Cost Recovery
- 14.05.210 Lien.

14.05.80 Violations

(1) Existence of a Substandard Dwelling. All dwellings, or portions thereof, shall be maintained, repaired or reconstructed in accordance with the Housing Code. Any dwelling, or portion thereof, which has become a substandard dwelling as defined herein, is declared to be a **nuisance** and an infraction and shall be abated through correction, repair, reconstruction or demolition in accordance with applicable provisions of this chapter.

(2) Rent or Lease of Substandard Dwelling. It shall be unlawful and a violation of this Code for the owner(s) or parties in interest of any dwelling, or portion thereof, that is a substandard dwelling to rent or lease, or to offer for rent or lease the substandard dwelling, or any portion thereof. Any person violating this subsection may be charged with an infraction as provided in **Section 8.10.080 of Chapter 8.10 of this Code.**

(3) Failure to Obey Notice and/order. It shall be unlawful and a violation of this Code for any owner to fail or refuse to comply with the terms and provisions stated in any notice and order issued under this chapter. Any person violating this subsection may be charged with an infraction as provided in **Section 8.10.080 of Chapter 8.10 of this Code**.

(4) Rental Without Inspection. It shall be unlawful and a violation of this Code for any owner or party in interest to rent to another person a vacant dwelling unit which is the subject of a pending enforcement action under this chapter, until such dwelling unit has been inspected by the City for Housing Code compliance, and has passed such inspection, and written evidence thereof has been received. For purposes of this section, a dwelling unit is the subject of a pending enforcement action under this chapter if all repairs and work required by a notice and/order previously issued, amended, or supplemented by the City concerning such dwelling unit have not been completed with all required building permit inspections finalized. Any person violating this subsection may be charged with an infraction as provided in **Section 8.10.080 of Chapter 8.10 of this Code**.

(5) Removing Notice and/order Without Inspection. It shall be unlawful and a violation of this Code for any individual to remove a notice to vacate attached to the structure of a vacant dwelling unit which is the subject of a pending enforcement action under this chapter, until such dwelling unit has been inspected by the City for Housing Code compliance, and has passed such inspection, and written evidence thereof has been received. For purposes of this section, a dwelling unit is the subject of a pending enforcement action under this chapter if all repairs and work required by a notice and/order previously issued, amended, or supplemented by the City concerning such dwelling unit have not been completed with all required building permit inspections finalized. Any person violating this subsection may be charged with an infraction as provided in **Section 8.10.080 of Chapter 8.10 of this Code**.

Authority, Administration & Enforcement

14.05.90 Authority

(1) The California Constitution (Article XI, Section 7) grants cities the police power to enforce their nuisance abatement ordinances.

(2) The Rio Dell Community Development Department is hereby authorized and directed to administer and enforce the Housing Code, all of the provisions set forth in this chapter, and all regulations approved and adopted by the City Council as provided in **Section 14.05.100**. For such purposes, the Director or his designee shall have the powers of a law enforcement officer.

(3) Should any public nuisance not be abated within two weeks of the date stated in the notice and order or within the time extension granted by the City Council, the City shall have the authority to enter the property and abate the public nuisance thereon.

(4) In abating the nuisance, the City may go to whatever legal extent necessary to complete the abatement of the public nuisance, including removal and demolishing of the nuisance. All costs shall be recoverable. [Ord. 239 § 11, 2000.]

14.05.100 Administration

The Director may present to the City Council for approval and adoption those regulations which seem consistent with the purposes, intent, and express terms of this chapter as he or she deems necessary to implement such purposes, intent, and express terms. No regulation or amendments thereto, shall be enforced or become effective until thirty (30) calendar days following the date on which the proposed regulation or amendment has been approved by the City Council and filed with the Clerk. The Director shall have the power to render interpretations of this chapter and its regulations in order to clarify the application of its provisions. Such interpretations shall be in conformity with the intent and purpose of this chapter.

14.05.110 Authority to Enter and Inspect.

(1) The Director, subject to the consent given by an occupant who reasonably appears to be at least sixteen (16) years of age, has authority to enter and inspect any dwelling or premises whenever necessary to secure compliance with, or prevent a violation of, any provision of this chapter and any regulation adopted pursuant to this chapter. In the event consent of the occupant is not available, the Director may obtain an inspection warrant pursuant to the provisions set forth in the California Code of Civil Procedure (commencing at Section 1822.50).

(2) The owner, authorized agent of any owner, or any of the parties in interest of any dwelling, or portion thereof, may enter the dwelling, subject to the consent of the occupant, whenever necessary to carry out any instructions, or perform any work required to be done pursuant to this chapter.

(3) Subject to the provisions of California Code of Civil Procedure Section 1822.50 et seq. concerning inspection warrants, no person authorized by this Section to enter dwellings shall enter any dwelling between the hours of 6 o'clock p.m. of any day and 8 o'clock a.m. of the succeeding day, without the consent of the occupants of the dwelling.

14.05.120 Summary abatement.

(1) Summary abatement shall be executed when the City determines that the public nuisance constitutes an immediate and/or imminent peril to public health, safety or general welfare.

(2) Summary abatement is the abatement of the nuisance by the City, or a contractor of the City, by removal, demolition, repair or other acts with or without notice to the owner, agent or occupant of the property. The abatement shall be at the expense of the person causing, committing or maintaining the nuisance or the owner of the property on which it is occurring. [Ord. 239 § 6, 2000.]

(3) If the Building Official finds from the inspection he/she has made, or caused to be made, of any building that there exists therein or on the premises thereof any conditions imminently dangerous to life should such building be or remain occupied by human beings, he/she may order the immediate evacuation of such building, if occupied, and shall cause to be posted at each entrance thereto a notice reading substantially as follows:

DANGER

DO NOT ENTER

Unsafe to Occupy

Building Official of the City of Rio Dell

Any unauthorized person removing this sign or entering this building shall be prosecuted.

(2) Whenever such notice is posted, the Building Official shall include a notification thereof in the notice and order issued by him/her under this chapter, reciting the emergency and specifying the conditions which necessitate the posting. No person shall remain in or enter any building which has been posted at each entrance door thereof the prescribed notice, except that entry may be made to repair, demolish, or remove such building. No person shall remove or deface any such notice so posted until the required repairs, demolition, or removal has been completed and a certificate of occupancy issued pursuant to the provisions of the building code of the City of Rio Dell. [Ord. 224 § 8.25.022, 1994.]

14.05.130 Administrative abatement.

(1) Administrative abatement proceedings as described in this section will take place when the nuisance is of a nonemergency nature.

(a) **Courtesy Letter.** Upon determination by an enforcement official that a nuisance exists, a courtesy letter will be delivered to the owner, occupant, lessee and/or agent of the property where the nuisance is occurring. The courtesy letter will:

(i) Give a sufficient description to identify the property where the nuisance is occurring and shall include the parcel number and address;

(ii) Describe the condition causing the nuisance;

(iii) Include a description of corrective action that must occur to remedy the violation;

(iv) Advise the owner/occupant/lessee and/or agent of the property that the nuisance must be abated within four weeks of the date of receipt of the courtesy letter;

(v) Advise the owner/occupant/lessee or agent of the property that failure to abate the nuisance within four weeks will result in further action.

(b) **Notice and Order.** If the nuisance is not abated within four weeks of delivery of the courtesy letter, the City will deliver a notice of violation and order to abate to the owner/lessee/occupant or agent. The notice and order may be recorded in the office of the County Recorder of the County of Humboldt. The notice and order will:

(i) Give a sufficient description to identify the property and its legal owner where the nuisance is occurring including the parcel number and address;

- (ii) Describe the condition causing the nuisance;
- (iii) Include a description of the corrective action that must occur to remedy the violation;
- (iv) Provide dates by which the violation must be commenced and entirely abated.

Commencement must occur within two weeks and abatement must be complete in a specified amount of time no less than four weeks and no more than six weeks from the delivery of the notice and order, depending on the nuisance, unless an extension is granted by the City Council. The dates shall be set by the enforcement official;

(v) Provide a description of the penalties for failure to remedy the nuisance within the specified time defined as \$25.00 per day each day beyond the specified time limits until the nuisance is abated, including \$25.00 per day if the abatement is not commenced within two weeks, and \$25.00 per day if the abatement is not completed within the time period specified in the notice and order, up to a maximum of \$500.00;

(vi) Give notice that if the nuisance has not been abated within **two weeks** of the specified time limit, the City shall have the authority to abate the nuisance itself or via a contractor and that the responsibility for the costs of abatement, including the costs of actual removal or demolition and the associated administrative and legal costs, will be assessed to the owner, lessee and/or occupant of the land on which the nuisance is located and that failure to comply may also warrant the pursuit of further civil and/or criminal charges in accordance with the laws of the State of California;

(vii) Describe the rights of the owner, lessee and/or occupant of the land to request a public hearing before the City Council. (Refer to RDMC 8.10.100.)

(2) Weed Abatement. The City shall gain the authority to abate/destroy weeds, dry grass, rubbish and other inflammable material or vegetation **10 days** from the delivery of the courtesy letter/notice to destroy weeds. The costs of such abatement, including administrative costs, shall be the responsibility of the property owner. [Ord. 239 § 7, 2000.]

14.05.140 Delivery of Notices.

Any notice or letter required to be delivered by this chapter shall be deemed to have been delivered when a copy of said notice is either served personally or has been deposited in the mail, postage prepaid, certified, return receipt requested to the owner and/or occupant, lessee or agent of the property. A copy of the notice may also be prominently affixed to the premises. The failure of the City to make or attempt to make such service shall not invalidate any proceedings of this chapter. If no address can be found or is known to the City, then any notice shall be so mailed to such person at the address of the premises where the nuisance is occurring. The failure of any person to receive such notice shall not affect the validity of the proceedings of this chapter. [Ord. 239 § 9, 2000.]

14.05.150 Appeal, Public hearing.

(1) Appeal. Within **two weeks?** of delivery of the notice and order, the owner, lessee or occupant may appeal any notice and order by filing at the office of the Clerk an appeal fee established by resolution of the City Council and a written appeal. The appeal shall not be

deemed filed until payment of the appeal fee has been received; however, the appeal fee required hereby may be waived on the basis of financial hardship. Within the same two-week time period, the owner, lessee or occupant of the property may submit to the City in writing a sworn declaration that the nuisance does not exist and/or is not their responsibility. In this case, the Director may continue the public hearing to determine the existence and/or responsibility of the nuisance. The written appeal shall contain:

- (a) The names of all appellants participating in the appeal.
 - (b) A brief statement setting forth the legal interest of each of the appellants in the building or land described in the notice and/order, determination or action.
 - (c) A brief statement in ordinary and concise language of the specific order, determination or action protested, together with any material facts claimed to support the contentions of the appellant(s).
 - (d) A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order, determination or action should be reversed, modified or otherwise set aside.
 - (e) The signature of each party named as an appellant and their official mailing address(es).
 - (f) The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.
- (2) Inspection. The City Council may inspect the premises involved in the appeal hearing prior to, during or after the hearing, provided that:
- (a) Notice of such inspection shall be given to the parties before the inspection is made;
 - (b) The parties are given an opportunity to be present during the inspection;
 - (c) The City Council shall state for the record during the hearing, or file a written statement after the hearing for inclusion in the hearing record, upon completion of the inspection, the material facts observed and the conclusion drawn there from; and
 - (d) Each party then shall have a right to rebut or explain the matters for the record during the hearing or by filing a written statement after the hearing for inclusion in the hearing record.
- (3) Public Hearing. A public hearing shall be scheduled before the City Council as soon as practicable. The Clerk shall give written notice of the time and place of the hearing at least five days prior to the date of the hearing to each appellant by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, certified postage prepaid return receipt requested, addressed to each appellant at his or her address shown on the appeal. Notice shall be effective upon personal delivery or five days after mailing.

(a) Conduct of Hearing. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the type of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state. Hearsay evidence may be admitted for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.

(b) Persons Affected. Any person affected may be present at such hearing, may be represented by counsel, may present testimony, and may cross-examine the enforcement official and other witnesses. The hearing may be continued from time to time by motion of the majority of the City Council.

(5) Determination of the Council. Upon conclusion of a hearing, the Council may terminate the abatement proceedings or order the abatement to proceed.

(a) The City Council may grant additional time for the responsible party to effect the abatement of the nuisance; provided that such an extension is warranted and limited to a specific time period, set by a motion and passed by a majority of the City Council.

(b) If the City Council determines that the nuisance shall be abated within the original time period, failure to do so will result in the accruing of penalty fees and further action. [Ord. 239 § 10, 2000.]

14.05.160 Form and Contents of Decision; Finality of Decision.

(1) Form. The decision of the City Council or Director shall be in writing, shall contain findings of fact and a determination of the issues presented, and shall be issued no later than thirty (30) days from the date of the hearing, unless the time is waived by the parties.

(2) Possible Orders. If it is shown by a preponderance of the evidence that the condition of the premises constitutes a public nuisance the decision shall require the owner to commence abatement of the nuisance not later than fifteen (15) days after the issuance of the decision, and that the abatement be completed within such time as specified by the City Council, or in the alternative, within the time designated by the Director. If the building, structure or premises is lawfully occupied, and abatement of the nuisance may not be safely accomplished under the circumstances as a result of such occupancy, the occupants may be ordered to vacate the premises under terms reasonable under the circumstances presented. The City Council may order such remedies as are reasonable under the circumstances for the protection of the public or affected property, and as are otherwise authorized by law or in equity, including the following: The owner shall be responsible for satisfying all relocation benefits, as may be required by law. The premises may be ordered fenced and boarded against entry. Regular patrol of the premises to ensure the integrity of such boarding and fencing measures may be ordered. (It is not the intent of this Code to allow boarding and fencing of premises to substitute for abatement of the

public nuisance; such actions are to be merely interim measures, lasting only so long as is necessary to protect the public and property until full abatement may be accomplished.) The City Council may order other measures which are reasonable and necessary for the protection of the public or property under the circumstances. The City Council's decision shall inform the owner that if the nuisance is not abated within the time and in the manner specified, the nuisance may be abated by the City, without further notice or consent of the owner or any party in interest, in such manner as may be ordered by the hearing examiner, and the expense thereof, including all costs of enforcement, and relocation benefits required to be paid by the City as a result of the owner's failure to do so, may be made a lien on the subject property.

(3) Decision Final. The decision of the City Council or Director shall be final when signed and issued by the City Council or Director and served as herein provided.

14.05.170 Failure to Appeal

Failure of any person to properly appeal, including making payment of the appeal fee in accordance with the provisions of this chapter, shall constitute a waiver of his or her right to an administrative hearing and adjudication of the notice and/order, determination, or action, or any portion thereof.

14.05.180 Costs on Appeal

The City may be awarded its costs, including attorneys' fees, in defending against an unsuccessful appeal brought without substantial merit, which costs may be charged jointly and severally against the appellants and recovered as costs of enforcement as provided herein. Such an award must be based upon a finding supported by a preponderance of the evidence that the appeal was without substantial merit or was taken for the sole purpose of delay.

14.05.190 Penalties

(1) Each day in which a violation and/or public nuisance is not abated following the commencement and completion dates specified in the notice and order will constitute a separate infraction of this chapter with a penalty of \$25.00 per day, including \$25.00 per day if not commenced by the specified date and \$25.00 per day each day that the nuisance continues to exist on the property beyond the specified abatement deadline, up to a maximum of \$500.00. Additional civil and criminal charges or penalties may be imposed in accordance with California State law.

(2) Repeat violations of this chapter by the same responsible party within one year of delivery of the first notice and order may result in higher per-day penalties, up to \$50.00 per day, up to a maximum of \$1,000.

(3) Fines. The City may seek, in addition to all other remedies available at law, criminal sanctions, contempt and other penalties provided for under Chapter 6, Division 1.5 of the Health and Safety Code (commencing at Section 17995).

(4) The City may shut off the water supply to any rental units where the owners have failed to pay the required Rental Housing Code Compliance fee or have failed to conduct the required property inspection and the filing of the inspection reports as required by this Chapter.

14.05.200 Cost Recovery

(1) Costs. In the event that the owner/lessee/occupant does not abate the nuisance within the time period specified in the notice and order, the City shall retain the right to abate the public nuisance at the expense of the responsible party. Expenses to the owner/lessee/occupant shall include the actual costs of abatement as well as the associated administrative and legal costs, including court costs and attorneys' fees, and penalties.

(2) Revolving Fund.

(a) The City Council shall create a Housing Code Enforcement Fund revolving fund from which may be paid the costs of enforcing the provisions of this chapter and the City's nuisance abatement program, and into which shall be paid the receipts from the collection of penalties and costs recovered.

(b) The material property retrieved from any nuisance abated by the enforcement official may be sold in the same manner as surplus City personal property is sold, and the proceeds from such sale shall be paid into the revolving fund.

(3) Accounting and Receipts.

(a) The City Finance Department shall keep an itemized account of the expenses incurred by the City in enforcing the provisions of this chapter, including the costs of administering this chapter and actually abating a public nuisance and all administrative, legal and contracting costs.

(b) Upon completion of the abatement, the enforcement official shall cause a public notice to be prepared which will specify the work done and include an itemized account of the costs and receipts of performing the work; an address, legal description or other description sufficient to identify the premises; the amount of the assessment proposed to be levied against the premises; and the time and place when and where the enforcement official will submit the account to the Council.

(4) Assessment of Costs and Penalties. At a regularly scheduled City Council meeting, of which responsible parties will be notified, the Council shall hear and consider the account, penalties and proposed assessment, together with objections and protests thereto. The Council may make such modifications and revisions of the proposed assessment as it deems just, and may order the account and proposed assessment confirmed or denied, in whole or in part, or as modified and revised. The determination of the Council shall be final and conclusive.

(5) Penalties and/or costs will be billed directly to the responsible party. Failure to pay will result in the preparation and recording of a lien.

14.05.210 Lien.

(1) Upon failure of the responsible party to pay penalties and costs, and upon confirmation by the Council, the enforcement official shall cause to be prepared and recorded in the office of the County Recorder of the County of Humboldt a notice of lien. Said notice shall contain the following:

- (a) An address, parcel number, legal description or other description sufficient to identify the premises;
- (b) A description of the proceedings under which the special assessment was made, including the order of the Council confirming the assessment;
- (c) The amount of the assessment;
- (d) A claim of lien upon the described premises.

(2) Lien. Upon the recordation of such notice of lien, the amount claimed shall constitute a lien upon the described premises.

(a) Collection with Ordinary Taxes. The notice of lien, after recordation, shall be delivered to the County Auditor, who shall enter the amount of the lien on the assessment roll as special assessments. Thereafter the amount set forth shall be collected at the same time and in the same manner as ordinary City taxes are collected, and shall be subject to the same penalties and interest, and to the same procedures for foreclosure and sale in case of delinquency, as is provided for ordinary City taxes, and all laws applicable to the levy, collection and enforcement of City taxes are hereby made applicable to such assessment.

**Article III
RENTAL HOUSING INSPECTIONS**

Sections

- 14.05.220 Rental Housing Code Compliance Fee Requirement.
- 14.05.230 Payment of a Rental Housing Code Compliance Fee and Provision of Contact Information as a Condition to Rental.
- 14.05.240 Property Inspections and Inspection Reports
- 14.05.250 Problem Properties.
- 14.05.260 Properties Exempt from Inspection.
- 14.05.270 Certification of Inspectors.
- 14.05.280 Tenant Rights and Responsibilities.

14.05.220 Rental Housing Code Compliance Fee Requirement.

No rental dwelling unit shall be occupied by a tenant unless there has been paid to the City the annual Rental Housing Code Compliance Fee for such rental dwelling unit and has provided the information required by Sections 14.05.230 and 14.05.240 of this chapter.

14.05.230 Payment of a Rental Housing Code Compliance Fee and Provision of Contact Information as a Condition to Rental.

(1) There is hereby established, levied, and imposed for each dwelling unit within the City of Rio Dell which is operated as a rental dwelling unit, as defined by this chapter, an annual Rental Housing Code Compliance Fee. For each such rental dwelling unit, the owner shall pay the Rental Housing Code Compliance Fee to the City in an amount established pursuant to this chapter.

(2) At the time required for payment, the owner shall also provide information, on a form approved by the Director, giving contact information for the owner, management and their authorized representatives. Such contact information shall include, at a minimum, the name, telephone number, facsimile number and mailing address of at least one record owner of the property being rented as well as that of the property manager; the address or addresses of such property; a description of the types of dwellings being rented; the number of residential units at the property; and, a name, including a business name if applicable, address and telephone number to be used for emergency contacts. The owners and managers shall notify the City within sixty (60) days of any changes to the information provided pursuant to this subsection.

(3) The Director shall contact the manager prior to the owner and shall provide a reasonable time for responses from the manager.

(4) Information collected pursuant to this section, to the extent it is not already a public record, shall be retained by the City as confidential information and the City shall defend any action brought by third parties to obtain such information.

14.05.240 Property Inspections and Inspection Reports

(1) At the commencement of any tenancy, but prior to occupancy by the tenant, the owner of the rental property, the manager of such property or any other qualified individual authorized to act for the owner, shall conduct an inspection of the rental unit.

(2) Subject to the provisions of Section 14.05.110 of this chapter, the City, the owner or the owner's authorized representatives shall conduct annual inspections of each rental dwelling. At the time of payment of the Rental Housing Code Compliance Fee, an owner may opt for annual self-inspection. Only persons with a certificate of completion issued pursuant to Section 14.05.270 of this chapter may perform such inspections on behalf of an owner. Inspections shall be reported on a form approved by the Department which shall be maintained by the owner or agent for no less than three years from the date a given tenant vacates the property that is subject to such reports. Reports shall be provided to the City within 15 days of the required inspection.

(3) Notwithstanding subsections (1) and (2) of this section, any rental property that has been subject to a notice and/order more than once in the year immediately prior to the effective date of the ordinance codified in this section and for which corrections were not made within the time permitted by the notice and/order shall be deemed a problem property and shall be subject to the provisions of Section **14.05.250** of this chapter.

(4) No sooner than one year from the effective date of the ordinance codified in this section, the City may conduct audits of rental owners to determine compliance with these inspection

provisions. Except as provided in this subsection, the City shall review the owner inspection reports when conducting a compliance audit. In the event the City determines that an owner is not in compliance, rental units subject to such noncompliance shall be inspected by the City.

(5) If the City determines, in its sole and absolute discretion, that there are deficiencies in any inspection report, it may conduct its own inspection of the property. The form used for such inspection shall be the same form required to be used by owners and managers of rental units. An inspection by the City may be conducted without reference to the original inspection report if code violations are visible from the exterior of the property or if the City receives a complaint concerning code violations at a property.

(6) For purposes of any compliance audit, any owner or manager shall provide the inspection report prepared to subsections (1) and (2) of this section to the City and its inspectors. The owner or manager shall provide an inspection reports within seventy-two (72) hours from the date they are requested.

(7) A copy of all inspection reports required by this section shall be provided to the tenant no later than ten (10) calendar days from the completion of the inspection.

14.05.250 Problem Properties.

(1) Any rental property subject to a notice and/order more than once in any calendar year and for which corrections are not made within the time permitted by the notice and/order shall be deemed a problem property.

(2) The City shall conduct exterior and interior inspections of such properties at least twice per year.

(3) The City may, in its sole discretion, determine to inspect other rental properties of an owner of a problem property.

(4) Owners of such properties, in addition to any other penalty, may be required to attend educational sessions for landlords.

(5) A problem property shall not be subject to self-inspection pursuant to subsection (2) of Section **14.05.250**.

(6) A property shall no longer be classified as a problem property at such time as it consecutively passes two City inspections and the owner has completed any required education.

(7) Costs for the inspections required by this subsection shall be billed to and assessed against the specific properties subject to such inspections and shall be in an amount to assure full cost recovery to the City.

14.05.260 Properties Exempt from Inspection.

The following properties shall be exempt from the initial and annual inspections otherwise required by this chapter:

(1) Any property during the five years after its initial construction;

(2) Any property subject to the Federal Housing Choice Voucher Program (Section 8).

14.05.270 Certification of Inspectors.

Inspections performed pursuant to subsections (1) and (2) of Section 14.05.240 performed by other than the record owner of the property shall be performed by persons who have attended an approved program of instruction. A certificate of completion shall be issued upon completion of such a program and shall be valid for a period of five years from the date it is issued.

14.05.280 Tenant Rights and Responsibilities.

Prior to the commencement of any tenancy, a property owner or manager shall provide the tenant(s) with information concerning tenant rights and responsibilities. Such information shall be provided in a form or forms approved by the City.

**Article IV
RENTAL HOUSING CODE COMPLIANCE FEES**

SECTIONS

14.05.290	Rental Housing Code Compliance Fee.
14.05.300	Billing Procedure.
14.05.310	Determination of Rental Housing Code Compliance Fee.
14.05.320	Reinspection Fee
14.05.330	Inspection Fee.
14.05.340	Building Permit Fee.
14.05.350	Hourly Burdened Rate.
14.05.360	Contract Administration Fee.
14.05.370	Appeal Fee.
14.05.380	Late Fee.
14.05.390	Notice Fee.
14.05.400	Closing Fee.

14.05.290 Rental Housing Code Compliance Fee.

The Rental Housing Code Compliance Fee is payable annually on July 1st. The Rental Housing Code Compliance Fee may be increased or decreased by resolution of the City Council after a duly noticed public hearing.

14.05.300 Billing Procedure.

(1) The Rental Housing Code Compliance Fee shall be billed for the fiscal year period to the owner of record on January 1st of each year. All charges for the Rental Housing Code Compliance Fee shall be billed to the owner of record of any such parcel having rental dwelling units. The Rental Housing Code Compliance Fee may be billed directly by the Department and/or as part of the City's consolidated utility billing service.

(2) Adjustments to a Rental Housing Code Compliance Fee bill may be made when appropriate. Any amount paid in excess of the actual computed charge shall be refunded. Any deficiency in the amount paid against the actual computed charge shall be added to the charge for the

succeeding billing. No deficiencies or refunds shall be made for a period of more than three years prior to the date that the Department determines that a billing discrepancy exists. An application requesting an adjustment of billing and stating grounds for an adjustment of refund shall be made in writing to the City.

14.05.310 Determination of Rental Housing Code Compliance Fee.

The City Manager shall annually review the financial condition of the Program for the purpose of making a recommendation to the City Council as to whether the Rental Housing Code Compliance Fee should be adjusted for the next fiscal year, and if so, by what amount. This recommendation shall be presented to the Council at the same time as the City Manager's annual evaluation of the Program. The City Manager shall take into consideration in this review and recommendation process the receipts deposited in the Housing Code Enforcement Fund during the preceding fiscal year from all sources, including, but not limited to, the Rental Housing Code Compliance Fees and recovered costs, fines, enforcement and penalties, and the present balance of the Fund in light of maintaining prudent reserves for the next fiscal year's operating expenses.

14.05.320 Reinspection Fee

Following issuance of a notice and/order for a violation of the provisions of this chapter, upon reinspection of a dwelling to determine whether corrective action has been satisfactorily completed, and upon a determination that corrective action has not been successfully completed by the time of such reinspection, there shall be a reinspection fee levied against the owner(s) determined per Code Enforcement Fee Schedule as adopted via resolution by the City Council. There shall be no reinspection fee charged for an inspection caused by any complaint if no violation is discovered.

14.05.330 Inspection Fee.

Where a violation continues to exist following the first inspection and reasonable opportunity to correct as provided in this chapter, there shall be an inspection fee levied against the owner(s) determined per Code Enforcement Fee Schedule as adopted via resolution by the City Council. Reinspections occurring thereafter to determine whether corrective action has been satisfactorily completed shall be charged to the owner(s) in the amount of the reinspection fee described above for each subsequent inspection required to determine compliance with this chapter.

14.05.340 Building Permit Fee.

Where issuance of a building permit is required under the Building Code in order to complete work required by a notice and/order which has been issued under this chapter, such permit shall be obtained from the City, and the fee shall be paid to the City in the same amount as would be applicable under the fee schedule for building permits.

14.05.350 Hourly Burdened Rate.

Where the Director finds that additional costs of enforcement are not otherwise recovered by the fees levied by this chapter in association with a dwelling found to constitute a violation, the additional costs of enforcement shall be levied at the current hourly burdened rate determined per Code Enforcement Fee Schedule as adopted via resolution by the City Council.

14.05.360 Contract Administration Fee.

For all private contracts entered by the Director for work authorized under this chapter, in addition to the contract price, there shall also be authorized as an additional cost of enforcement charged to the owner(s) a percentage of the contract price as a contract administration fee. This contract administration fee shall be determined per Code Enforcement Fee Schedule as adopted via resolution by the City Council.

14.05.370 Appeal Fee.

The fee for all appeals taken under this chapter shall be determined per Code Enforcement Fee Schedule as adopted via resolution by the City Council.

14.05.380 Late Fee.

If a fee has not been received by the date upon which it is due under this chapter there shall be imposed a late fee of twenty-five (25) percent per annum of the fee.

14.05.390 Notice Fee.

The owner may be charged for the City's postage or mileage costs for sending or posting notices required to be given pursuant to this chapter

14.05.400 Closing Fee.

In every instance in which a notice and/order is issued and served, the additional costs of administration and completion of the documentation associated with concluding the enforcement activity shall be levied at the current hourly burdened rate determined per Code Enforcement Fee Schedule as adopted via resolution by the City Council.



675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532

Rental Housing Program

RESIDENT'S RIGHTS FORM

Welcome to your new rental home. We hope your stay is enjoyable, so we encourage you to talk to us if you have any questions about your home or our rental policies. This information sheet provides you with general information about your rights and responsibilities. Please read it carefully and let us know if you have any questions.

Contact Information

OWNER/PROPERTY MANAGER

COMPANY

ADDRESS

CITY, ZIP, STATE

PHONE

EMAIL

Rights and Responsibilities: Owners and residents of rental properties have specific rights and responsibilities under current State and local laws. As a resident, your rental home must be a safe place to live. In other words, it must be habitable. This means that your home must have the following:

- A structure that weatherproof and waterproof; there must be no holes or cracks that allow rain or wind to enter;
- A plumbing system in good working condition and connected to the City's water and sewer system or functional on-site systems;
- Floors, stairs and railings in good repair;
- A hot water system capable of producing water of at least 110 degrees Fahrenheit;
- An electrical system that was legal when installed and without loose or exposed wiring;
- A heating system that is in a safe, working condition;
- A lack of insect or rodent infestation;
- A home that is free from garbage and debris;
- Sufficient garbage or trash receptacles;
- A working toilet, wash basin and bathtub or shower;
- A kitchen with a sink;
- A safe fire or emergency exit;
- Deadbolts locks on each entry door into the home;
- Working smoke and carbon monoxide detectors located in specific areas;
- Working telephone jack and phone wiring inside the home.

As a resident you have a responsibility to do the following:

- Maintain a clean and sanitary rental home;
- Properly dispose of garbage or trash;
- Properly operate all electrical, gas and plumbing fixtures;
- Refrain from damaging or defacing the home or allowing anyone else to do so;
- Use the living room, dining room, bedrooms and kitchen for their proper purposes;
- Report broken door and window locks;
- Contact the rental owner or property manager immediately to report any problems with your rental home, especially any water damage or leaks;
- Comply with all the rules, terms and conditions of the rental agreement.

Retaliation is Against the Law

A rental owner or property manager may not evict or threaten to evict a resident for exercising a legal right, such as requesting habitability repairs.

Maintenance and Repairs

Owners and managers want to know if there is an item that needs repair in your home. If you have a problem with any of the habitability items listed, you should:

- **Contact the rental owner or property manager first.** You should document your request in writing and keep a copy. If there is water intrusion a water leak or any water damage occurring to the property, contact the owner or manager immediately by using the telephone number on the front of this page.
- **Allow a reasonable period of time for repair.** In most cases the owner or manager will begin working on repairs shortly after they are notified. Some repairs may take longer than others to complete. Current law allows 30 days as a reasonable time to address a repair, but it also depends on the nature of the repair.
- **Contact the City.** If you have made a request for a habitability repair and waited a reasonable time and the repair has not been made, you may contact the City and file a complaint.

Owner's Right to Enter and Your Rights

In most cases the owner and manager must provide you with written notice to enter your rental home. Written notice is considered reasonable if it is provided at least 24 hours in advance. A written notice is required in the following situations:

- To make necessary or agreed upon repairs;
- For inspection of the smoke and carbon monoxide detectors;
- To inspect waterbeds;
- If a court permits it.

However, a prior written notice is not required in the following situations:

- In an emergency;
- When you or another occupant consents;
- After you have abandoned or surrendered the rental home;
- Upon a verbal agreement to allow the owner to make agreed upon repairs or supply services.

Rental Agreement and other Obligations

The rental agreement, whether it is a month-to-month or a lease, provides the rules and policies while living at the rental home. Be sure to read the language carefully because it is considered a contract between owner (and/or manager) and resident.



675 Wildwood Avenue
 Rio Dell, CA 95562
 (707) 764-3532

Rental Housing Inspection Program (RHIP)

Exterior Inspection – PART I	
Rental Property Address: _____;	Unit #: _____
Tenant Name: _____; Phone Number: _____	

Check the box next to each item ONLY if the item is found to be in compliance.

Exterior Checklist	Comments
<input type="checkbox"/> <u>Storage of junk and rubbish and/or overgrown vegetation.</u> (Household trash, tires, scrap wood, scrap metal and other items not intended for outdoor use – property must be clear from any overgrown vegetation and/or weeds.)	
<input type="checkbox"/> <u>Dumpsters.</u> (Must be properly enclosed, free from trash overflow and properly covered.)	
<input type="checkbox"/> <u>Inoperable/Unregistered Vehicles.</u> (DMV Non-Op permits are not sufficient. Inoperable vehicles must be stored within a fully enclosed structure.)	
<input type="checkbox"/> <u>Foundation Vent Screens/Crawl Space Covers.</u> (Spaces must be properly covered. Screens must be in good working condition.)	
<input type="checkbox"/> <u>Roof/Ceiling</u> (Must be free from any holes, leaks, etc.)	
<input type="checkbox"/> <u>Stairways – Landings/treads/risers/balusters.</u> (Must not be rotting, deteriorating, loose, etc.)	
<input type="checkbox"/> <u>Fire Extinguishers - Multi Family Units Only</u> (Must be properly serviced, labeled and stored.)	
<input type="checkbox"/> <u>Exterior Lighting</u> (Must function properly and must have a cover.)	
<input type="checkbox"/> <u>Infestation of vectors of rodents.</u> (Property must be clear of all rodents and vector infestations.)	
<input type="checkbox"/> <u>Electrical/Gas Meters - Multi Family Units Only</u> (Must be properly labeled, properly protected and must not be tampered with.)	
<input type="checkbox"/> <u>Electrical Panel.</u> (Must have panel cover and circuits labeled.)	
<input type="checkbox"/> <u>Exterior Walkways</u> (Must remain clear at all times.)	
<input type="checkbox"/> <u>Water Heaters</u> (Must have proper strapping, proper drain lines, venting and a finalized building permit.)	

I certify that I have inspected the above referenced unit and that the information above is true and correct to the best of my knowledge. *(Please provide a copy of this form to the tenant and keep a copy in your record for 3 years.)*

Owner Agent Manager

Name (Printed): _____

Phone Number: _____

Signature: _____

Date: _____

Tenant Signature: _____

Date: _____



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 (707) 764-3532

Rental Housing Inspection Program (RHIP)

Interior Inspection – PART II

Check the box next to each item ONLY if the item is found to be in compliance.

<i>Interior Checklist</i>	<i>Comments</i>
<input type="checkbox"/> Hot & Cold Running Water. (Unit must have hot and cold running water.)	
<input type="checkbox"/> Electrical Power. (Unit must have electrical power.)	
<input type="checkbox"/> Heat. (Unit must have a functioning adequate heating source. This excludes portable heating units.)	
<input type="checkbox"/> Sewage System. (Unit must have proper sewer system and must be clear from any surfacing sewage indoors or outdoors.)	
<input type="checkbox"/> Entry Doors. (Must be in good condition. Locks on doors must not exceed 48" in height. There must not be any double key locks on any door in the unit.)	
<input type="checkbox"/> Vector Infestation or Rodent Presence. (Unit must be clear of any infestations.)	
<input type="checkbox"/> Mechanical. (All mechanical equipment in the unit must properly function, including appliances, venting systems, smoke and carbon monoxide detectors, etc.)	
<input type="checkbox"/> Electrical. (All wiring must be in good working condition – no spliced or exposed wiring, all switches and outlets must be properly covered.)	
<input type="checkbox"/> Plumbing. (Unit must have proper plumbing throughout the unit – no leaks, must have P-Traps, proper caulking, toilets and sinks must be secured.)	
<input type="checkbox"/> Counters and Sinks. (Are required.)	
<input type="checkbox"/> Windows. (All windows must have proper weather protection, must be in good condition, must have proper locking mechanisms and they must properly function without the use of a key or special knowledge.)	
<input type="checkbox"/> Flooring/Sub-Flooring. (Flooring must be in good condition, free from holes, missing pieces, buckling or sagging.)	
<input type="checkbox"/> Walls/Ceilings (Walls and ceilings must be free from holes, missing pieces, buckling or sagging.)	

I certify that I have inspected the above referenced unit and that the information above is true and correct to the best of my knowledge. *(Please provide a copy of this form to the tenant and keep a copy in your record for 3 years.)*

Owner Agent Manager

Name (Printed): _____

Phone Number: _____

Signature: _____

Date: _____

Tenant Signature: _____

Date: _____



675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532

Rental Housing Inspection Program (RHIP)

Application for Exemption or Waiver

To request that your property be exempt from the Rental Housing Inspection Program (RHIP), fill in the property information, indicate the reason for exemption by checking the appropriate box below and sign and date the following declaration:

DECLARATION

I, _____ the owner of record, hereby declare that the property at _____
_____, Assessor Parcel Number (APN) _____ - _____ - _____ is exempt from the Rental

Housing Inspection Program fee for the following reasons:

- Checkboxes for exemption reasons: 1. The unit(s) have been issued a certificate of occupancy or passed final inspection by the City of Rio Dell within the last five (5) years. 2. The unit(s) is subject to routine interior and exterior periodic inspection by another government agency as listed below: Name of Agency: _____ Phone: _____. 3. The unit(s) is not a "rental dwelling unit" as defined in Section 14.05.060 of the Rio Dell Municipal Code.* Please explain: _____. 4. I (we) no longer own this property as of: _____. 5. Other (please explain): _____

I understand and acknowledge that pursuant to Chapter 14.05 of the Rio Dell Municipal Code all rental housing properties and rental housing units are subject to routine periodic inspection by the City of Rio Dell. I also understand that if I engage in the business of rental housing with any non-exempt housing units, I am required to register the property with the City of Rio Dell and pay any and all related fees as required by the Rental Housing Inspection Program.

It is unlawful for any person to knowingly make a false statement of fact or knowingly omit any information that is required to register a rental housing unit pursuant to Chapter 14.05 of the Rio Dell Municipal Code.

Name (Printed): _____ Date: _____
Signature: _____ Phone: _____
Address: _____
City: _____; State: _____; Zip Code: _____

*"Rental Housing Unit" means a single unit of residence for a single housekeeping unit of one or more persons, that is being rented, or is intended to be rented. Examples of housing units covered by Chapter 14.05 of the Rio Dell Municipal Code include apartment units, condominiums, duplexes and single-family houses. Rental housing unit also includes other types of residential units that provide for sleeping accommodations but toileting and cooking facilities are shared in common by occupants of more than one unit, such as residential or single room occupancy hotels. This does not include units used for transient lodging such as dormitories, group homes, rooming or boarding houses, hotels, motels and bed and breakfast inns.

Health and Safety Code Section 17920.3 Substandard Buildings/Dwellings

17920.3. Any building or portion thereof including any **dwelling** unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, **safety**, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a **substandard** building:

(a) Inadequate sanitation shall include, but not be limited to, the following:

- (1) Lack of, or improper water closet, lavatory, or bathtub or shower in a **dwelling** unit.
- (2) Lack of, or improper water closets, lavatories, and bathtubs or showers per number of guests in a hotel.
- (3) Lack of, or improper kitchen sink.
- (4) Lack of hot and cold running water to plumbing fixtures in a hotel.
- (5) Lack of hot and cold running water to plumbing fixtures in a **dwelling** unit.
- (6) Lack of adequate heating.
- (7) Lack of, or improper operation of required ventilating equipment.
- (8) Lack of minimum amounts of natural light and ventilation required by this **code**.
- (9) Room and space dimensions less than required by this **code**.
- (10) Lack of required electrical lighting.
- (11) Dampness of habitable rooms.
- (12) Infestation of insects, vermin, or rodents as determined by the health officer.
- (13) General dilapidation or improper maintenance.
- (14) Lack of connection to required sewage disposal system.
- (15) Lack of adequate garbage and rubbish storage and removal facilities as determined by the health officer.

(b) Structural hazards shall include, but not be limited to, the following:

- (1) Deteriorated or inadequate foundations.
- (2) Defective or deteriorated flooring or floor supports.
- (3) Flooring or floor supports of insufficient size to carry imposed loads with **safety**.
- (4) Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration.
- (5) Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with **safety**.
- (6) Members of ceilings, roofs, ceilings and roof supports, or other horizontal members which sag, split, or buckle due to defective material or deterioration.
- (7) Members of ceiling, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with **safety**.
- (8) Fireplaces or chimneys which list, bulge, or settle due to defective material or deterioration.
- (9) Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with **safety**.

(c) Any nuisance.

(d) All wiring, except that which conformed with all applicable laws in effect at the time of installation if it is currently in good and safe condition and working properly.

(e) All plumbing, except plumbing that conformed with all applicable laws in effect at the time of installation and has been maintained in good condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly, and that is free of cross connections and siphonage between fixtures.

(f) All mechanical equipment, including vents, except equipment that conformed with all applicable laws in effect at the time of installation and that has been maintained in good and safe condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly.

(g) Faulty weather protection, which shall include, but not be limited to, the following:

(1) Deteriorated, crumbling, or loose plaster.

(2) Deteriorated or ineffective waterproofing of exterior walls, roof, foundations, or floors, including broken windows or doors.

(3) Defective or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering.

(4) Broken, rotted, split, or buckled exterior wall coverings or roof coverings.

(h) Any building or portion thereof, device, apparatus, equipment, combustible waste, or vegetation that, in the opinion of the chief of the fire department or his deputy, is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.

(i) All materials of construction, except those which are specifically allowed or approved by this **code**, and which have been adequately maintained in good and safe condition.

(j) Those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or **safety** hazards.

(k) Any building or portion thereof that is determined to be an unsafe building due to inadequate maintenance, in accordance with the latest edition of the Uniform Building **Code**.

(l) All buildings or portions thereof not provided with adequate exit facilities as required by this **code**, except those buildings or portions thereof whose exit facilities conformed with all applicable laws at the time of their construction and that have been adequately maintained and increased in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

When an unsafe condition exists through lack of, or improper location of, exits, additional exits may be required to be installed.

(m) All buildings or portions thereof that are not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by this **code**, except those buildings or portions thereof that conformed with all applicable laws at the time of their construction and whose fire-resistive integrity and fire-extinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

(n) All buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed or intended to be used for those occupancies.

(o) Inadequate structural resistance to horizontal forces.

"Substandard building" includes a building not in compliance with Section 13143.2.

However, a condition that would require displacement of sound walls or ceilings to meet height, length, or width requirements for ceilings, rooms, and **dwelling** units shall not by itself be considered sufficient existence of dangerous conditions making a building a **substandard** building, unless the building was constructed, altered, or converted in violation of those requirements in effect at the time of construction, alteration, or conversion.