

CITY OF EDGEWATER

**ORDINANCE NO. 2015 - 09
SERIES OF 2015**

AN ORDINANCE AMENDING CHAPTER 7 OF THE EDGEWATER MUNICIPAL CODE, CONCERNING HEALTH, SANITATION AND ANIMALS, BY THE ADDITION OF A NEW ARTICLE 7, CONCERNING THE ESTABLISHMENT OF A RENTAL PROPERTY MAINTENANCE CODE, IN ORDER TO PROVIDE MINIMUM STANDARDS TO SAFEGUARD LIFE AND LIMB, HEALTH, PROPERTY, AND PUBLIC WELFARE BY REGULATING AND CONTROLLING THE USE, OCCUPANCY AND MAINTENANCE OF ALL RESIDENTIAL STRUCTURES AVAILABLE FOR RENT WITHIN THE CITY OF EDGEWATER, INCLUDING BUT NOT LIMITED TO STANDARDS FOR BASIC EQUIPMENT AND FACILITIES, FOR OCCUPANCY, FOR PLUMBING, HEATING AND ELECTRICAL SYSTEMS, AND FOR EXITS, PEST CONTROL AND THE SANITARY MAINTENANCE OF SUCH PROPERTIES.

WHEREAS, the City Council of the City of Edgewater finds that there exists within the City from time to time dangerous, substandard, unsanitary and/or deficient residential dwelling units, which units are, from time to time, offered for rent for residential purposes; and

WHEREAS, the City Council finds that it is in the public interest of the citizens of Edgewater to protect and promote the existence of sound and wholesome residential dwelling units that are offered for rent by the adoption and enforcement of such standards, regulations and procedures as will remedy the existence of or prevent the development or creation of dangerous, substandard, unsanitary and/or deficient rental residential dwelling units; and

WHEREAS, the City Council finds that the establishment herein of minimum standards for basic equipment and facilities for heat, sanitation and fire safety in rental residential dwelling units will protect the health, safety, and welfare of the public and prevent deterioration and blight conditions that adversely impact the quality of life within the City of Edgewater.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDGEWATER, COLORADO, THAT:

Section 1. Chapter 7 of the Edgewater Municipal Code, titled "Health, Sanitation and Animals," is hereby amended by the addition of a new Article 7, titled "Rental Property Maintenance Code" to read in its entirety as follows:

ARTICLE 7

Rental Property Maintenance Code

Sec. 7-7-10. Title, purpose and intent.

(a) Title. These regulations shall be known as the Rental Property Maintenance Code of the City of Edgewater, herein referred to as the “Rental Code.”

(b) Purpose and intent. The purpose and intent of this Rental Code is to provide minimum standards to safeguard life and limb, health, property, and public welfare by regulating and controlling the use, occupancy, and maintenance of all residential structures available for rent within the City of Edgewater. This Rental Code establishes minimum standards for basic equipment and facilities; for occupancy; for plumbing, heating and electrical systems; for fire safety; for exits; for pest control; and for the safe and sanitary maintenance of residential properties.

Sec. 7-7-20. Applicability and non-conforming rights.

(a) Applicability. The provisions of this Rental Code shall apply to all existing rental dwellings, as well as the site on which a rental dwelling is located. Rooming houses, congregate residences or lodging houses shall comply with all the requirements of this Rental Code. Except as provided herein, properties, including buildings, or portions thereof, equipment, devices and safeguards which were required by the building code at the time of construction or installation may be maintained in conformance with the building code under which they were constructed or installed, provided such continued use does not constitute an imminent danger. Where there is a conflict between the building code and this Rental Code, the provisions of this Rental Code shall apply.

(b) Non-conforming rights. Except for smoke detectors and carbon monoxide alarms as required by Section 7-7-80 of this Rental Code, existing rental dwellings that were constructed and approved under a previous edition of the building code shall be considered as demonstrating compliance with the construction provisions of this Rental Code, provided that the approved construction does not constitute an imminent danger. Nothing in this Rental Code shall be construed to allow the degradation of those systems, devices and equipment required by the building code under which the building was constructed.

Sec. 7-7-30. Definitions.

When not inconsistent with the content, words used in the present tense include the future, words in the singular number include the plural number, words in the plural number include the singular number, and the masculine includes the feminine. For purposes of this Rental Code, the following words, terms and phrases shall have the following meanings unless the context clearly indicates otherwise:

Agent shall mean a manager or operator, or any person, agent, firm or corporation who is designated in writing by the owner to act as the representative

of the owner on issues related to a rental property or rental dwelling or for receipt of notices related to a rental property or rental dwelling.

Bedroom shall mean any room or space used or intended to be used for sleeping purposes.

Building shall mean any structure used or intended for supporting or sheltering any use or occupancy.

Building code shall mean any of the codes adopted by the City as set forth in Chapter 18 of this Edgewater Municipal Code.

Common authority shall mean the status of having joint access or control over a leased premise for most purposes.

Family shall mean any number of persons living and cooking together on the premises of a single rental unit, but does not include a group of more than three (3) individuals not related by blood, marriage, adoption or legal custody.

Habitable room shall mean a room in a building used or intended for use for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility spaces, and similar areas are not considered habitable rooms.

Imminent danger shall mean a condition that could cause serious or life-threatening injury or death at any time.

Income restricted property shall mean a unit of rental property over which the owner, whether a non-profit or a for-profit entity, lacks the sole discretion to increase rent due to state or federal law. By way of example, and not limitation, units within a Section 8 housing project, as defined by 42 U.S.C. § 1437(f), as amended, as well as properties for which the owner takes an income tax credit pursuant to Sections 38 and 42 of the Internal Revenue Code (Title 26, U.S.C.), as amended, qualify as income restricted properties. However, units not within a Section 8 housing project that are rented with tenant-based Section 8 vouchers, pursuant to 42 U.S.C. § 1437(f), as amended, do not qualify as income restricted properties.

Infestation shall mean the presence within or around a structure of insects, rodents, vermin or other pests of such kind, or in such numbers, as to cause a hazard to health.

Lease shall mean:

(a) an agreement by which an owner gives up to a tenant, for valuable consideration, possession and use of his property or a portion thereof for a definite term, at the end of which term the owner has an absolute right to retake control and use of the property; or

(b) the act of an owner giving to a tenant, for valuable consideration, possession and use of his property or a portion thereof for a definite term, at the end of which term the owner has an absolute right to retake control and use of the property.

Occupancy shall mean the purpose for which a building or portion thereof is utilized or occupied.

Owner shall mean any person, agent, firm or corporation, or a designated representative of the same, having a legal or equitable interest in a rental dwelling or a rental property; or otherwise having control of such property, including the guardian of an estate and an executor or administrator of an estate when ordered to take possession of real property by a court.

Person shall mean any individual, partnership, corporation, association, or other type of entity capable of owning or managing property, or an agent, servant, or employee of any individual, partnership, corporation, association, or other entity capable of owning or managing property.

Premises shall mean a lot, plot or parcel of land including any buildings thereon.

Property shall mean one lot or parcel of real property or adjacent lots or parcels of real property under common ownership.

Rental dwelling shall mean any property, building or buildings, or portion thereof, that provide shelter for human habitation or residential purpose, any portion of which is leased by the owner for occupation by a tenant. "Rental dwelling" shall not mean hotels, motels, hospitals, State licensed residential care facilities, assisted living facilities or nursing homes, or income restricted property, nor shall it mean a property in which both the owner and tenant reside in a single structure, provided that such structure does not contain more than four (4) rental units.

Rental Unit shall mean a rental property or a rental dwelling, in whole or in part, that is separately available to be leased and that contains complete living facilities, including provisions for sleeping, eating, cooking, and sanitation.

Structure shall mean that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

Tenant shall mean a person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof under a lease.

Words, terms and phrases used in this Rental Code and not defined above shall have the same meaning as may be set forth in the building codes.

Sec. 7-7-40. Prohibited rentals, affirmative defense.

(a) On and after January 1, 2016, it shall be unlawful for any person to lease to another for occupancy any rental dwelling, or part thereof, that does not comply with a requirement of this Rental Code.

(b) It shall be an affirmative defense to any alleged violation of this Rental Code that the condition constituting the alleged violation was caused by the intentional or negligent act or omission of the tenant, a member of the tenant's household, a guest or invitee of the tenant, or a person under the tenant's direction or control.

Sec. 7-7-50. Occupancy limitations.

Rental dwellings, buildings and structures shall not be used for any use that is in violation of any other provision of this Edgewater Municipal Code, including but not limited to the limitations and requirements set forth in Chapter 16 of this Code, concerning zoning. Without limitation as to any of the foregoing, no single rental unit shall be occupied by more than one family.

Sec. 7-7-60. Plumbing and sanitary facilities and fixture requirements.

(a) Each rental unit shall contain its own bathtub or shower, lavatory, toilet and kitchen sink. All kitchen sinks, lavatories, laundry facilities (if provided), bath tubs and showers shall be supplied with hot and cold running water.

(b) All plumbing facilities and fixtures in a rental dwelling shall be properly installed and maintained in good working order, and shall be free from obstructions, leaks and defects and be capable of performing the function for which the plumbing fixtures are designed. All plumbing fixtures shall be connected to an approved public water and sewer system.

Sec. 7-7-70. Heating and lighting system requirements.

(a) Interior space in a rental dwelling that is intended for human occupancy shall have space-heating systems capable of maintaining a minimum indoor temperature of 68° F. No portable space heaters shall be used to achieve compliance with this section.

(b) All fuel-burning equipment and appliances in a rental dwelling shall be connected to an approved chimney or vent, with the exception of fuel-burning equipment and appliances that are labeled by the manufacturer for unvented operation.

(c) Light fixtures. Every habitable room, and every hallway, interior stairway, toilet room, bathroom, laundry room, boiler room and furnace room in a rental dwelling shall contain at least one electric light fixture or electrical outlet which shall be maintained in good and safe working condition.

Sec. 7-7-80. Fire safety requirements.

Smoke and carbon monoxide detectors. Smoke detectors and carbon monoxide detectors shall be installed in each rental dwelling as set forth in the building code, or any other applicable law, and maintained in good working order at all times.

Sec. 7-7-90. Door and window locks.

Each exterior door of a rental dwelling, and each window of a rental dwelling that is designed to be opened, shall have a lock that is maintained in good working order.

Sec. 7-7-100. Exterior maintenance, extermination and garbage receptacles.

(a) Weather protection. Each rental dwelling, and any building that contains a rental dwelling, shall have exterior walls that are weather-tight and water-tight, and that are kept free from holes, breaks, or loose boards (or other loose wall coverings). Roof surfaces of each rental dwelling, and of any building that contains a rental dwelling, shall be free of any defects that will allow water to enter into the structure

(b) Windows and doors. Windows and exterior glazing in a rental dwelling shall be sound and free from loose or broken glass and cracks that could cause physical injury or allow the elements to enter the structure. Windows and doors in a rental dwelling are to be maintained so that they can be secured in a closed position. Exterior doors shall be maintained so as to be weather-tight, water-tight and rodent-proof. Where window mounted cooling appliances are utilized, the opening around the appliance shall be sealed with materials resistant to weather.

(c) Garbage and extermination. Common areas and other areas of rental dwellings that are under the control of the landlord shall be kept free from all accumulations of debris, filth, rubbish and garbage and shall have appropriate extermination in response to the infestation or rodents or vermin. Rental dwellings shall have appropriate extermination in response to the infestation of rodents or vermin. Each rental unit shall be provided an appropriate number of exterior receptacles for garbage and rubbish, which shall be maintained in good repair.

Sec. 7-7-110. General maintenance and imminent danger.

(a) Floors, stairways and railings in rental dwellings shall be maintained in good repair.

(b) Rental dwellings shall comply with all building, housing and health codes which, if violated, would constitute an imminent danger.

Sec. 7-7-120. Property inspection.

(a) Complaint-based and owner-requested inspections only. The City Manager or his or her designee may inspect a rental dwelling to determine compliance with the requirements and limitations of this Rental Code only after having received a written complaint of non-compliance from the tenant of the rental dwelling to be inspected, or a written request from the owner of the rental dwelling to be inspected, which written complaint or request shall be made on a form provided by the City. The scope of any inspection based upon a complaint shall be limited to the specific matter or condition complained of, except to the extent that other conditions or matters that may constitute a violation of this Article exist in the plain view of the inspector at the time of the inspection.

(b) Requirement for tenant letter to owner. Prior to conducting any inspection pursuant to subsection (a) above based upon a tenant complaint, the City Manager or his or her designee shall have received from the tenant a copy of a letter, dated not less than ten (10) days prior to the date of inspection, from the tenant to the owner of the subject dwelling unit, which letter requests that the owner correct the condition that caused the alleged violation of this Rental Code; provided, however, that no such letter shall be required if the complaint of the tenant is about a condition that presents an imminent danger.

(c) Requirement for tenant's written consent to inspection. Prior to conducting any inspection pursuant to subsection (a) above based upon a tenant complaint, the City Manager or his or her designee shall have received from the tenant a written consent, on a form to be provided by the City, for entry upon and inspection of the subject rental dwelling for compliance with the requirements and limitations of this Rental Code.

(d) Requirements for owner's written request for inspection. If a rental dwelling is currently leased, prior to conducting any inspection pursuant to subsection (a) above based upon an owner's request, the City Manager or his or her designee shall first present proper credentials and request permission to enter and inspect from a tenant or other person having common authority over the premise. If the leased premise is currently unoccupied, the City Manager or his or her designee shall make a reasonable effort to locate the tenant, and upon locating the tenant, shall present proper credentials and request permission to enter. If a tenant or other person having common authority over the premise cannot be located after a reasonable effort, a notice of intent to inspect shall be posted on the premises giving notice that an inspection may proceed after a court order is obtained from a Municipal Judge of the City.

(e) Court order for entry. If entry is refused upon request made under subsection (d) above, or if twenty-four (24) hours have passed since the posting of the premises under subsection (d) above, then the City Manager or his or her designee may appear before the Municipal Court Judge and shall request, pursuant to Rule 241(b)(2) of the Municipal Court Rules of Procedure, as

amended, a court order entitling the City Manager, or his or her designee, to enter upon the premises for purposes of inspection for compliance of the premises with the requirements and limitations of this Rental Code. Upon presentation of the court order and proper credentials, or possession of the same in the case of an unoccupied premises, the City Manager or his or her designee may enter upon the premises, using such reasonable force as may be necessary to gain entry.

(f) Unlawful resistance. It shall be unlawful for any tenant or person having common authority of a rental dwelling to deny entry to the City Manager or his or her designee when such individual is acting pursuant to a court order that has been issued according to the procedure outlined in this section.

(g) If an owner requests an inspection of his rental dwelling(s) for compliance with the limitations and requirements of this Article, then the City shall conduct an inspection of the rental dwelling(s), pursuant to this Section. Prior to any such inspection(s), the owner shall pay a fee or fees as established in the fee schedule adopted by the City Council from time to time. If the result of any such inspection is a finding by the City Manager or his or her designee of full compliance of the rental dwelling with the Rental Property Maintenance Code, then the City shall issue a letter to the owner stating the date of inspection and the finding of full compliance. At the owner's request, a copy of the letter shall be placed on the City's website for a period of one (1) year from the date of its issuance; provided, however, that any such letter shall be removed from the City's website in the event that the City later discovers a violation of this Article. Any other provision of this Article notwithstanding, for purposes of this Section, a rental dwelling shall be deemed to include income restricted property.

Sec. 7-7-130. Notice of non-compliance.

(a) Notice and order. When, after inspection, the City Manager or his or her designee determines that a rental dwelling does not comply with one or more of the requirements or limitations of this Rental Code, a notice of non-compliance, an inspection fee invoice (in an amount set forth in the fee schedule adopted by the City Council from time to time) and an order to correct shall be issued to the owner of the rental dwelling. The notice of non-compliance, inspection fee invoice and order shall be in writing and shall describe the violation in sufficient detail for it to be properly corrected. The notice and order shall require payment of the inspection fee within ten (10) days after the date of service of the notice and order, and shall provide a reasonable time for correction of the non-compliance of not less than seven (7) days nor more than ninety (90) days from the date of service of the notice and order. The notice and order shall advise the owner that if the owner fails to correct the violation or pay the fee on or before the required date(s), the City may take one or more of the actions set forth in Section 7-7-140 below.

(b) Service of notice and order. Any notice of non-compliance and order to correct shall be served upon the owner by one of the following methods:

- (1) Personally upon the owner or agent, in which case service shall be deemed complete on the date such service occurs; or
- (2) By posting on the premises and mailing to the owner or agent at the address currently on file with the City as part of the registration of the rental dwelling pursuant to Article 12, of Chapter 6 of this Edgewater Municipal Code. Service by this method shall be deemed complete three (3) days after mailing and posting.

(c) After the time for correction set forth in the notice of non-compliance and order to correct has passed, the City shall re-inspect the rental dwelling (using the procedures for consent or court order for entry into the premises that are set forth in Section 7-7-120 above) to determine compliance with the requirements and/or limitations of this Rental Code. A fee for re-inspection, as set forth in the fee schedule adopted by the City Council from time to time, shall be charged to the owner for each re-inspection and for each follow-up re-inspection that is required after the initial re-inspection due to an owner's failure to correct the violations identified in the notice of non-compliance and order to correct.

(d) Extension of time for compliance. If an owner cannot complete the required corrective action within the time set forth in the notice of non-compliance and order to correct, the owner or agent may request an extension to the completion date, which may be granted by the City Manager or his or her designee upon a determination that the corrective action is being pursued with diligence and that substantial progress is being made to correct the violation(s). Any such request shall be in writing, shall contain the reasons that an extension is necessary, and the requested length of the requested extension.

Sec. 7-7-140. Unlawful conduct; public nuisance; enforcement by vacation order; and penalties.

(a) Unlawful conduct. It shall be unlawful for any owner or agent to lease or to allow the use, maintenance, or occupancy of any rental dwelling that does not comply with the requirements or limitations of this Rental Code. It shall be unlawful for any owner to fail to pay an inspection fee within the time for payment set forth in a notice and order issued under Section 7-7-130 of this Rental Code. It shall be unlawful for a tenant or other occupant of a rental dwelling to fail to vacate a rental dwelling after the passage of such time as may be set forth in a vacation order posted pursuant to subsection (c) below. The City Manager or his or her designee is hereby deemed a law enforcement officer

for the limited purpose of enforcing the provisions of this Rental Code, and shall have the power to issue complaints and summonses pursuant to Rule 204, Municipal Court Rules of Procedure.

(b) Public nuisance. A violation of any of the provisions of this Rental Code is hereby declared to be a public nuisance, subject to abatement by the City in accordance with the procedures established in Article 1 of Chapter 7 of this Edgewater Municipal Code.

(c) Enforcement by vacation order. If a rental dwelling, or a building containing a rental dwelling, or a part of any such dwelling or building is found by the City Manager or his or her designee to present an imminent danger, then the City Manager or his or her designee shall order that the rental dwelling, or the affected portion of the building, be vacated within such time as shall provide the tenants or occupants thereof a reasonable period to arrange for new housing and move their possessions, but in no event less than fifteen (15) days. Notice of any such order shall be posted on the subject premises and a copy thereof shall be sent to the owner or agent at the address currently on file with the City as part of the registration of the rental dwelling pursuant to Article 12, of Chapter 6 of this Edgewater Municipal Code. It shall be unlawful to remove or deface the posted notice. The violations causing the property to present an imminent danger shall be corrected, and such correction confirmed by re-inspection of the premises, before the posted notice is removed.

(d) Penalties. Any person found guilty of violating any of the provisions of this Rental Code shall, upon conviction thereof, be punished by a fine or imprisonment, or both, pursuant to Section 1-4-20 of this Edgewater Municipal Code. Each day that a violation of this Rental Code continues shall be deemed a separate offense. Upon conviction of any person for a violation of this Rental Code, there shall be placed on the City's website by the City Clerk a notice that contains the address of the subject rental dwelling and a statement that the rental dwelling was found not to comply with a requirement or limitation of this Rental Code. Such notice shall remain on the City's website only until such time as the owner of the subject rental dwelling establishes, to the reasonable satisfaction of the City, that the condition that caused the violation has been corrected.

Section 2. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Safety Clause. The City Council hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the City, that it is promulgated for the health, safety, and welfare of the public, that this ordinance is necessary for the preservation of health and safety and for the protection of public

CERTIFICATE OF PUBLICATION

STATE OF COLORADO)
)
 CITY OF EDGEWATER) SS:
)
 COUNTY OF JEFFERSON)

I, Beth A. Hedberg, City Clerk, in and for said City of Edgewater, in the County of Jefferson, in the State of Colorado, do hereby certify that Ordinance 2015-09 was published in full on the City website in accordance with Section 1-3-50 of the Edgewater Municipal Code on July 17, 2015. In witness whereof, I have hereunto set my hand and the seal of the City of Edgewater, this 17th day of July, 2015.

/s/ Beth A. Hedberg, MMC
 Edgewater City Clerk

SUMMARIZED HISTORY FOR ORDINANCE NO. 2015-09 (f/k/a 13-06 & 14-16)

Action	Date
Workshopped 13-06	January 3, 2013
Workshopped 13-06	February 7, 2013
Tabled 13-06	February 21, 2013
Workshopped 14-16	September 4, 2014
Workshopped 14-16	October 2, 2014
Workshopped	May 7, 2015
Workshopped	May 28, 2015
First Reading	June 4, 2015
Posted	June 8, 2015
Publication	June 8, 2015
Second Reading	July 16, 2015
Sent to Codifier	July 17, 2015
Posted	July 17, 2015
Publication	July 17, 2015
Enacted	July 22, 2015