

## CHAPTER 17

### Article XIII (NEW) RESIDENTIAL RENTAL BUSINESS LICENSES

#### Sec.17-13.1 PROVISIONS OF ARTICLE I APPLY

The provisions contained in Article I “Licenses and Permits in General”, of this chapter also apply to the activities regulated by this article.

#### (Ord. No. 1304, Pt I(j), 12-17-01)

**Sec.17-13.2 DEFINITIONS** For the purposes of this article, the following words shall have the following meanings:

**Basement** shall mean a portion of a building located partly underground, but having less than one-half (1/2) of its clear floor-to-ceiling height below the average grade of the adjoining ground. Where the contour of the ground level immediately adjacent to the building is interrupted by ditching, pits, or trenching, the average adjoining ground level shall be the nearest contour line parallel to the walls of the building without regard to the level created by ditching, pits, or trenching.

**Cellar** shall mean a portion of a building located partly or wholly underground, and having one-half (1/2) of its clear floor-to-ceiling height below the average grade of the adjoining ground.

**Code Enforcement Officer** means the Director of the Livable City Initiative or his/her designee unless otherwise specified, or other city official(s) otherwise authorized to administer the licensing and inspection of residential rental property.

**Code Inspector** means a city employee who conducts rental housing property inspections for purposes of determining whether such property complies with minimum housing code standards as outlined in the city’s applicable regulations. The code inspector works under the direction of the code enforcement officer.

**Common Areas** means those interior and exterior areas of the residential rental property as defined herein of which the occupants have access, including, but not limited to, entrances, exits, hallways, stairways, basements, cellars, laundry rooms, attics, porches and yards.

**Director of the Livable City Initiative** shall mean the director of the city entity known as the Livable City Initiative or his/her designee unless otherwise specified.

**Dormitory** means a building or a space in a building in which group sleeping accommodations are provided for more than 16 persons who are not members of

the same family in one room or a series of closely associated rooms under joint occupancy and single management, with or without meals, but without individual cooking facilities.

**Dwelling** means any building located in the city, which is wholly or partly used or intended to be used for living or sleeping by human occupants; provided that temporary housing as hereinafter defined shall not be regarded as a dwelling. For purposes of this article, the term shall be synonymous with “residential rental property”.

**Dwelling Unit** means any room or group of rooms located within a dwelling, and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

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

**Owner** means any person, who either alone or jointly or severally with others:

1. Shall have legal title to any dwelling or dwelling unit, with or without accompanying actual possession thereof; or
2. Shall have charge, care, or control of any dwelling or dwelling unit, as owner or agent of the owner, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this Article, and to the rules and regulations adopted pursuant thereto, to the same extent as if he/she was the owner.

**Owner-Occupant** means and includes any dwelling where the owner resides in one of the dwelling units.

**Person(s)** means and includes any individual, firm, corporation, association, or partnership.

**Premises** means the entire interior and exterior portions of a dwelling including the common areas thereof; and facilities and appurtenances therein, and grounds, areas and facilities held out for the use of occupants generally, or whose use is promised to the tenant/occupant.

**Property** includes all lands, including all structures, improvements and fixtures thereon, and property of any nature appurtenant thereto, or used in connection therewith.

**Residential Rental Property** means a dwelling with at least two (2) dwelling units, regardless of whether anyone is currently residing in each unit.

**Rooming House** means any dwelling, or that part of any dwelling, containing one or more rooming units in which space is let by the owner or operator to four (4) or more persons who are not husband or wife, son or daughter, mother or father, or sister or brother of the owner or operator; provided that hospitals, homes for the aged, and other institutions licensed by the state department of health under Section 19-32 of the Connecticut General Statutes, Revision of 1958, shall not be regarded as rooming houses or as subject to the provisions of this Article.

**Rooming Unit** means any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

**Temporary Housing** means a tent, trailer, or similar structure which is used as human shelter for not more than thirty (30) consecutive days, or more than ninety (90) days, in any calendar year.

### **Sec. 17-13.3 PURPOSES**

(a) In order to protect the safety, health and welfare of the people of the city, and in order to prevent blight, the licensing and inspection of certain residential rental property in accordance with the provisions of this article are hereby ordered.

(b) This article's provisions pertaining to licensing and inspection shall not apply to owner occupied residential property containing three (3) units or less.

(c) This article's provisions pertaining to licensing shall not apply to dwellings owned by the Housing Authority of New Haven, motels, hotels, rooming houses, condominiums, nor temporary housing as defined in this article.

(d) This article's provisions pertaining to inspection shall not apply to section 8 units whose vouchers are administered by the Housing Authority of New Haven, and are within residential rental property located in New Haven, motels, hotels, rooming houses, condominiums, nor temporary housing as defined in this article.

(e) This article's provisions shall not be deemed to restrict the right of the city to inspect any property pursuant to any applicable federal, state or local law or regulation.

### **Sec. 17-13.4 LICENSE REQUIRED**

(a) Upon adoption of this article, it shall be unlawful for owner(s) of certain residential rental property located within New Haven to operate/rent such property without obtaining a residential rental property license. This section shall apply to the following residential rental property classifications:

- (1) owner-occupied dwellings containing three (3) or more rental units; and

(2) non-owner occupied dwellings containing two (2) or more rental units.

(b) Renting/operating residential rental property without a license to do so constitutes a violation of this article, and is subject to the penalties set forth in section 17-13.14 herein.

### **Sec. 17-13.5 INSPECTION REQUIRED**

The following residential rental property classifications must pass an inspection by a city code inspector before a residential rental property license is issued:

(1) owner-occupied dwellings containing a unit inhabited by the owner and three (3) or more rental units; and

(2) non-owner occupied dwellings containing two (2) or more rental units.

Any inspection of an owner-occupied dwelling containing three (3) or more rental units shall not include inspection of the owner's unit.

### **Sec. 17-13.6 FEES**

(a) Before a residential property license is issued, the residential rental property owner or his/her agent must pay a license fee as provided for in Section 17-20(20.1).

(b) If the code inspector detects at least one (1) defect during the residential rental property inspection, he/she will arrange to re-inspect the property until it fully complies with required housing standards. The owner will not be charged a fee for the first re-inspection, but a twenty five dollar (\$25.00) will be charged for each subsequent re-inspection.

(c) A residential rental property owner will be charged a ten dollar (\$10.00) per unit fee if he/she or his/her agent fails to appear for the first scheduled residential rental property inspection without just cause as determined by the code enforcement officer. Failure to attend subsequently scheduled inspections may result in penalties as set forth in section 17-14 herein.

(d) The owner or his/her agent must pay all of the above applicable fees before he/she is issued a residential rental property license.

### **Sec. 17- 13.7 INSPECTION STANDARDS**

(a) All inspections will be performed according to a defined checklist of quality of life and life safety issues as outlined in the corresponding regulations.

(b) In order to obtain a residential rental property license, said property must pass an inspection involving its dwelling units, common areas, basement, exterior and yards. A license will only be issued if the property meets the minimum housing code standards as outlined in the city's regulations.

(c) The owner or his/her agent must be present at each inspection of the residential rental property. Additionally, he/she must give at least seven (7) days notice of the inspection to the tenant(s) residing within the residential rental property unit(s). Each tenant shall have the option(s) of allowing access into his/her rental unit for purposes of an initial inspection, and to be present at the re-inspection(s) of said unit.

(d) The code inspector will have discretion to select and inspect a representative sampling of rental units, (never less than twenty percent (20%)), within residential rental property containing at least twenty (20) such units for purposes of inspection. Such selection shall be made by a statistically random process and is restricted to those rental units which have been authorized for inspection by their respective tenants. An administrative warrant is needed in order to inspect rental units which have not been authorized for inspection by their respective tenants.

(e) The code inspector shall fill out an inspection form in triplicate indicating the status of each of the inspected criteria on the above-referenced checklist. The landlord or his/her agent and the respective tenant shall each receive a copy of the completed form. The Livable City Initiative shall keep the third copy in its records for public inspection.

(e) If the code inspector finds that the residential rental property complies with minimum housing code standards as outlined in the inspection checklist, the code enforcement officer shall issue a residential rental property license to the owner of that property or his/her agent.

(f) If the code inspector finds that a residential rental property has any life-threatening health and/or safety defects, he/she will immediately inform the code enforcement officer and present his/her findings to the owner or his/her agent by identifying all existing life-threatening defects relating to said property on the licensing inspection form, leaving a signed and dated copy of it with the owner or his/her agent before concluding said inspection. The residential rental license for that property will be denied or revoked, as appropriate, and the code enforcement officer may relocate the tenant(s) directly affected by the life-threatening defect(s) at the city's expense. The residential rental property unit(s) directly affected by any life-threatening defect shall not be reoccupied unless and until it is repaired, and the code enforcement officer issues or reinstates the license in writing. The residential rental property owner will be liable to the city for the tenants' relocation costs, including those relating to shelter, moving and

storage, and must pay all such costs before the license to operate/rent the residential rental property is issued or reinstated. Any residential rental property owner who fails to reimburse the city for these costs may be penalized pursuant to section 17-13.14 of this Article.

(g) If the code inspector finds that a residential rental property has any non-life-threatening health and/or safety defects, he/she will immediately present his/her findings to the owner or his/her agent by identifying all existing defects on the licensing inspection form, leaving a signed and dated copy of it with the owner or his/her agent before concluding said inspection. The residential property owner will be given thirty (30) days to have all the defects repaired, unless the code enforcement officer deems that a shorter or longer period of time is needed to effectuate the repairs. Once the time allowed for repairs expires, the code inspector will re-inspect the residential rental property. If any defect remains, the code enforcement officer will have discretion to provide the owner or his/her agent with additional time to repair it, or order alternative measure(s), including penalizing said owner pursuant to section 17-13.14 of this Article.

(h) Each tenant shall be responsible for maintaining his/her respective rental unit in a clean and sanitary condition, and abide by all duties imposed on him/her by all applicable federal, state and local laws and regulations including the city's housing code. A tenant will be liable for all damages that he/she causes to the residential rental property. If the code inspector finds that a tenant is responsible for damages that are detected during the inspection of the residential rental property, the inspector may issue a citation and proceed to collect the associated fine as determined by a court proceeding.

(i) If repairs are not made within the designated time limit, a fine may be retroactively applied to the date that the residential rental property owner or his/her agent received the completed licensing inspection form identifying the existing defect(s) up to a period of thirty (30) days.

(j) No residential rental property license will be issued to a residential rental property owner unless and until the code inspector finds that all defects concerning that property have been repaired.

(k) The Livable City Initiative shall keep all inspection and reinspection findings, checklists, reports and license records on file for public inspection.

## **Sec. 17-13.8 CONSENT**

Before a code inspector can inspect a residential rental property unit, the tenant(s) of such unit must consent to its inspection. If such tenant(s) object to such inspection, the code enforcement officer must obtain an administrative warrant before the code inspector can conduct an inspection of that unit.

#### **Sec. 17-13.9 LICENSE EFFECT**

The code inspector will use a checklist of specific housing criteria when inspecting the residential rental property. That criteria is outlined in the city's regulations developed pursuant to section 17-13.11 of this article. The issuance or reinstatement of a residential rental property license shall constitute proof that the inspected property meets the minimum housing code standards contained in that criteria.

#### **Sec. 17-13.10 TERM OF LICENSE**

The residential rental property license term shall be effective for two (2) years commencing from the license issuance date unless otherwise voided as a result of a subsequently discovered defect, a property transfer or other just cause as determined by the code enforcement officer. Once the license term expires, the property title is transferred, or a license is otherwise voided, the license must be renewed or reinstated, as appropriate, in order to be effective.

#### **Sec. 17-13.11 REGULATIONS**

The code enforcement officer shall develop regulations for the licensing and inspection of residential rental property. The regulations may be amended from time to time with the approval of the city's board of aldermen. The license issuer shall have copies of the regulations available for the public.

#### **Sec. 17-13.12 TRANSFER OF LICENSE**

Licenses are not transferable. If the ownership of a licensed residential rental property changes, the new owner(s) of such property must apply for a new license, and the residential rental property must be re-inspected.

#### **Sec. 17- 13.13 ENFORCEMENT**

The director of the Livable City Initiative is empowered to enforce the provisions of this article.

#### **Sec. 17-13.14 PENALTIES**

(a) A violation of any of the provisions of this article may result in a civil fine of one hundred dollars (\$100.00) per day per unit for each day that such violation continues up to thirty (30) days, or the maximum amount allowed under Connecticut General Statute sect 7-148(c)(10)(A), whichever is greater.

(b) The city may file a lien against residential rental property if the owner of such property or his/her agent fails to pay a fine within thirty (30) days of the date in which it was imposed. The amount of the lien may be calculated on the basis of the existing fine plus associated costs including legal fees incurred in connection with this action.

(c) Nothing herein shall prevent the city from seeking any other means available at law or in equity in order to enforce this article's provisions.

### **Sec. 17-13.15 CONCILIATION BOARD**

The mayor or his/her designee shall appoint a conciliation board, subject to confirmation by the Board of Aldermen, to resolve disputes arising from the application of this article before formal appeal or court involvement. The board will meet on an as needed basis, and function as an impartial and informal hearing tribunal that deals with minor issues voluntarily brought before it, including but not limited to, a tenant's refusal to provide access to his/her dwelling unit, and decisions negatively affecting a residential property owner (i.e. the code enforcement officer's refusal to issue a license to such owner because of defect(s) discovered with respect to his/her property dispute). Any interested person may seek relief from this board as an alternative resolution mechanism. The request for relief must be written and filed with the conciliation board within ten (10) days of the challenged dispute. The committee shall be comprised of five (5) persons: one (1) city employee associated with the city's Livable City Initiative, one (1) representative from New Haven Legal Assistance Association, one (1) property owner, one (1) tenant, and one (1) alderman appointed by the president of the board of aldermen. No conciliation proceeding shall extend beyond thirty (30) days. Board decisions are not binding, and may be appealed in accordance with this article's appeals section.

### **Sec. 17-13.16 APPEALS**

(a) Any person aggrieved by a denial of a residential rental property license, or by the license's terms or conditions, or by the suspension, cancellation or revocation of such license, may appeal such action by filing a written notice of intent to appeal within ten (10) calendar days of receipt of the written notice of the disputed action. The appeal must be taken in accordance with the requirements set forth in Section 17-1.16 of this chapter.

(b) The board of code appeals shall have authority to hear such appeals.

### **Sec. 17-13.16 REPORT REQUIRED**

The director of the Livable City Initiative shall submit a report to the Board of Aldermen no later than three (3) months after the 2-year anniversary of the enactment date of this ordinance. This report shall include the total cost of administration of this ordinance, as well as an accounting of all revenues collected in association with it. Said report shall also contain data regarding units found to be in compliance and out of compliance during the 2-year period, data regarding results of reinspections and compliance by landlords and tenants with this ordinance, and its general impact, if any, on the city's rental housing stock.



THE FOLLOWING RELATED CHANGES TO CHAPTER 17 ARE ALSO TO BE MADE:

**Chapter 17: Licenses and Permits**

**Article I: Licenses and Permits In General**

**Section 17-1: Applicability**

The provisions of this article apply to articles II through XIII of this chapter, and to any other articles or sections of the city code that incorporate them by reference.

**Chapter 17: Licenses and Permits**

**Article XX: Fees and Charges**

**Section 17-20 (20.1): (New) Residential Rental Property License Fees** (based on the number of dwelling units within dwelling:)

Two and Three Units:.....	\$75.00 per structure
Four to Ten Units:.....	\$150.00 per structure
Eleven to Twenty Units:.....	\$250.00 per structure
Over Twenty Units:.....	\$375.00 per structure