

ORDINANCE NO. 1975

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EULESS, CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS", BY AMENDING ARTICLE X, "EULESS MINIMUM HOUSING CODE", IN ITS ENTIRETY; PROVIDING MINIMUM STANDARDS GOVERNING THE USE, OCCUPANCY, MANAGEMENT, OPERATION AND MAINTENANCE OF MULTI-FAMILY DWELLING COMPLEXES WITHIN THE CITY; PROVIDING FOR THE LICENSING AND INSPECTION OF MULTI-FAMILY DWELLING COMPLEXES; PROVIDING FOR REVOCATION OF LICENSES AND CERTIFICATES OF OCCUPANCY FOR FAILURE TO COMPLY; PROVIDING FOR APPEALS TO THE CITY; AMENDING CHAPTER 30, "FEES", SECTION 30-42, "MINIMUM HOUSING LICENSING AND RELATED FEES"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Euless is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council of the City of Euless has adopted minimum standards governing the use, occupancy, management, operation and maintenance of Multi-family dwelling complexes within the City; and

WHEREAS, in order to better protect the health, safety and welfare of the citizens of Euless, it is the desire of the City Council to amend the Euless Minimum Housing Code and other provisions contained in Chapter 14 of the Euless Code of Ordinances to establish procedures and guidelines for determining whether multi-family dwelling complexes are in compliance with minimum standards established by City Codes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EULESS, TEXAS:

SECTION I.

THAT Chapter 14, "BUILDINGS AND BUILDING REGULATIONS," Article X, "MINIMUM HOUSING CODE," of the Code of Ordinances of the City of Euless, Texas, as amended, is hereby amended in its entirety to hereafter be and read as follows:

ARTICLE X. –MINIMUM HOUSING CODE

DIVISION 1. GENERALLY

Sec. 14-181. Short title.

This article shall be known as the "Minimum Housing Code."

Sec. 14-182. Legislative finding of fact.

It is found and declared that there exists in the City structures used for human habitation which are, or may become in the future, substandard with respect to structure, equipment or maintenance, and further that such conditions, together with inadequate provision for light and air, insufficient protection against fire hazards, lack of proper heating, unsanitary conditions, and/or overcrowding, constitute a menace to the health, safety, welfare, and reasonable comfort and/or quality of life of its citizens. It is further found and declared that the existence of such conditions, factors or characteristics will, if not remedied, create slum and blighted areas requiring large-scale clearance; and further that, in the absence of corrective measures, such areas will experience a deterioration of values, a curtailment of investment and tax revenue, and an impairment of economic values. It is further found and declared that the establishment and maintenance of minimum structural and environmental standards are essential to the prevention of blight and decay and the safeguarding of public health, safety, and general welfare.

Sec. 14-183. Purpose.

The purpose of this article is to protect the public health, safety, and welfare of the citizens of the City by establishing minimum standards governing the construction, use, occupancy, management, operation and maintenance of multi-family dwelling complexes, establishing minimum standards governing utilities, facilities, and other physical components and conditions essential to make multi-family dwelling complexes and apartments safe, sanitary, and fit for human use and habitation; fixing certain responsibilities and duties of owners, property managers and occupants of multi-family dwelling complexes; authorizing and establishing procedures for the inspection of multi-family dwelling complexes; and the condemnation and vacation of those multi-family dwelling complexes unfit for human use, occupancy and habitation and fixing penalties for the violation of the provisions of this article. This article is declared to be remedial and essential to the public interest, safety, health and welfare, and it is intended that this article be liberally construed to effectuate the purposes as stated above. Further, it is declared that it is not the purpose of this article that it shall be used as an instrument for the harassment of any persons.

Sec. 14-184. Definitions.

The following words, terms and phrases, when used in this article, shall have the

meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrator means the Chief of Police or his designee.

Apartment means a room or suite of rooms in a multi-family dwelling complex that is arranged, designed or occupied as a residence by a single family, individual or group of individuals.

Apartment Inspection Program Manager means the Administrator's designee responsible for the day to day administration of the Apartment Inspection Program and enforcement of the provisions of this article.

Bathroom means an enclosed space containing one or more bathtubs, showers, or both, and which may also include toilets, lavatories or fixtures serving similar purposes.

Bedroom means a room used or intended to be used for sleeping purposes and not as a kitchen, bathroom, living room, closet, hallway, utility space, entry way, garage, patio or breezeway.

City means the City of Euless.

Code Compliance means a Department within the City of Euless responsible for the Apartment Inspection Program.

Current Building Code means the most recent building code as amended in effect in the City on any date, now or in the future, on which the dwelling unit is or could be occupied.

Duplex means a single-family attached dwelling unit.

Dwelling means a structure occupied for residential purpose.

Dwelling Unit means any room or group of rooms occupied, or which is intended or designed to be occupied, as the home or residence of one individual, group of individuals, family or household, for housekeeping purposes. A dwelling unit shall include an apartment.

Efficiency Unit means the equivalent of a one-bedroom unit.

Floor Area means the total area of all habitable space.

Garbage means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

Habitable Room means a room or enclosed floor area used or designed to be used for living, sleeping, cooking or eating purposes, not including bathrooms, laundries, pantries, foyers or communicating corridors, closets and storage spaces.

Habitable Space means the space occupied by one or more persons while living, sleeping, eating, and cooking; excluding kitchenettes, bathrooms, toilet rooms, laundries, pantries, dressing rooms, closets, storage spaces, foyers, hallways, utility rooms, heater rooms, boiler rooms, and basement or cellar recreation rooms.

Infestation means the presence, within or contiguous to a dwelling unit or apartment, of insects, rodents, vermin, or other pests.

Kitchen means space used for cooking or preparation of food and deemed habitable space.

Landlord means the owner, property manager or resident manager of an apartment building, or any other person held out by any owner or property manager as the appropriate person with whom the tenant normally deals concerning the rental agreement or apartment building.

License means a multi-family dwelling complex annual license issued upon registration of the complex and valid for twelve (12) months.

License and Inspection(s) Fee. Refer to Section 30-42 for fee schedule.

Multi-Family Dwelling Complex or Complex means any building or group of buildings which provide three or more dwelling units on a single platted lot, or, if the land on which the building or buildings is located is unplatted on a contiguous tract of land under a common ownership.

Occupant means any person living or sleeping in, or having actual possession of a dwelling unit or apartment.

Owner means a person claiming, or in whom is vested, the ownership, dominion, or title of real property, including but not limited to:

- (1) The owner of a fee simple title;
- (2) The holder of a life estate;
- (3) The holder of a leasehold estate for an initial term of five years or more;
- (4) The buyer in a contract for deed; and

- (5) A mortgagee, receiver, executor, or trustee in control of real property, but not including the holder of a leasehold estate or tenancy for an initial term of less than five years.

Person includes an individual, corporation, business trust, estate, partnership or association; two or more persons having a joint or common interest; or any other legal or commercial entity.

Plumbing includes all of the following supplied facilities, equipment and devices: gas pipes, water pipes, toilets, lavatories, sinks, laundry tubs, catch basins, wash basins, bathtubs, shower baths, sewer pipes and sewerage system, septic tanks, drains, vents, traps, and any other fuel-burning or water-using fixtures and appliances, including private fire hydrants, together with all connections to water, waste and sewer or gas pipes.

Premises means a lot, plot or parcel of land, including any structures thereon.

Primary Inspection means the inspection performed that establishes a score from which a Tier Designation is assigned.

Property Maintenance Inspection Report means the report issued to the landlord that provides a description of the code violations identified during the Primary Inspection(s) and the score.

Property Manager means a person who has managing control of real property.

Refuse means all putrescible and nonputrescible solid wastes, except body wastes, including but not limited to: garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and solid, market and industrial wastes.

Resident Manager means a property manager or agent of a property manager who resides in the apartment complex.

Retail Electric Provider means the company that sells and provides electricity, customer and billing services.

Rubbish means nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrapping, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.

Score means the record of points deducted from a scale of 100, based on the number of violations identified during a Primary Inspection and from which a Tier Designation is assigned to the multi-family complex by the Apartment Inspection Program Manager.

Secondary Inspection means an inspection performed following the Primary

Inspection(s) to determine compliance with minimum housing code(s).

Single Location means property held in common ownership that is compact and contiguous property separated only by public streets.

Standard Operating Procedures means the objective guidelines followed by the Apartment Inspection Program Manager to calculate the score.

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

Tenant means any person who occupies a dwelling unit for living or dwelling purposes with the landlord's consent.

Tier Designation means the Tier Designation assigned by the Apartment Inspection Program Manager that establishes the conditions applicable to the continued operation of the complex and the number of Secondary Inspections that will be performed during the subsequent twelve (12) month period of time.

Sec. 14-185. Overview.

- (1) Periodic Primary Inspections will be performed at all multi-family dwelling complexes in the City as provided in this article. The Primary Inspection will be conducted by or under the supervision of the Apartment Inspection Program Manager.
- (2) The purpose of the Primary Inspection is to identify the existence of any violations of this Code or any other City Codes in order to determine what improvements need to be made to the property.
- (3) Pursuant to the Primary Inspection, the Apartment Inspection Program Manager will calculate the score for the complex from a starting total of 100 points. Points shall be deducted for violations of City standards discovered during the inspection. The score will determine in which of three Tiers the complex belongs. The Tier Designation will establish the number of Secondary Inspections that are required during the subsequent 12 month period. To ensure objectivity and fairness, the above-referenced point deductions will be based on standard operating procedures of the Apartment Inspection Program Manager.
- (4) A Tier 1 designation indicates that the complex is in superior condition and that no Secondary Inspections are required to be performed at that complex during the subsequent two year period. A Tier 2 designation indicates that the complex has a moderate number of violations and that one Secondary Inspection is required during the subsequent 12 month period. A Tier 3 designation indicates that the complex has a high number of violations and that three Secondary Inspections are required during the subsequent 12 month period.

- (5) A Primary Inspection shall be performed annually on each multi-family dwelling complex that does not receive a Tier 1 designation. Those multi-family dwelling complexes that receive a Tier 1 designation shall be subject to a Primary Inspection once every three (3) years.

Sec. 14-186. Penalty.

Any person violating the terms and provisions of this article shall be deemed guilty of a misdemeanor and shall be punished as provided in Section 1-12 of this Code. Each day that such violation continues shall be a separate offense. This penalty shall be cumulative of all other remedies. Any such violation shall be deemed a violation of a provision governing public health and sanitation under said Section 1-12 of this Code.

Secs. 14-187--14-190. Reserved.

DIVISION 2. LICENSE

Sec. 14-191. Applicability and administration.

- (1) This article shall apply to all multi-family dwelling units and complexes located in the city.
- (2) The Apartment Inspection Program Manager is authorized to administer and enforce provisions of this article.

Sec. 14-192. License requirements/change in ownership.

- (1) No multi-family dwelling complex may be operated within the City without a license. The landlord of a complex shall apply for a license with Code Compliance. A license shall be valid for twelve (12) months upon issuance and must be renewed on an annual basis.
- (2) The landlord of a multi-family dwelling complex shall make application for a license within thirty (30) days after the Property Maintenance Inspection Report is issued to the landlord.
- (3) The landlord of a multi-family dwelling complex that is not subject to a Primary Inspection during the subsequent twelve (12) months shall make application for renewal of the license within thirty (30) days of the license renewal date.
- (4) Upon a change in ownership, the new landlord of the complex shall have thirty (30) days from the date of the change of ownership to file an application for a new license with Code Compliance. A change in ownership occurs when over fifty percent (50%) of the interest in the complex is transferred to a different person.

- (5) License applications received more than thirty (30) days after the renewal date has expired or the Property Maintenance Inspection Report has been issued or an ownership change has occurred shall be assessed a late fee.
- (6) The landlord must be current with any and all fees, taxes, and assessments owed to the City prior to the issuance or renewal of a license.
- (7) Continued maintenance and observance of the standards contained in this article are conditions that shall be complied with in order to retain a license and to obtain any renewal of a license.
- (8) All City building, electrical, plumbing, heating, air conditioning, health, zoning, fire safety and other applicable ordinances not specifically identified in the main body of this article shall be complied with at all times.
- (9) A certificate of occupancy becomes invalid if a valid license is not maintained.
- (10) The license shall be on a form prescribed by Code Compliance and shall at a minimum contain the following information about the complex:
 - a. The trade name, physical address, business mailing address, e-mail address(es), and related website(s), telephone numbers, total number of units;
 - b. The names of designated employees or authorized representatives who shall be assigned to respond to emergency conditions and a telephone number where said employees can be contacted during any twenty-four (24) hour period. Emergency conditions shall include fire, natural disaster, flood, burst pipes, collapse hazard and violent or property crime;
 - c. The names, addresses, e-mail address(es), and related website(s), telephone numbers, of the property owner, property manager, resident manager, registered agent, all federal, state, and local funding agencies; and the type of business entity which owns the complex;
 - d. The names, addresses, e-mail address(es), and related website(s), telephone numbers, of the retail electric provider(s) in order to contact the appropriate person/entity for disconnect of public utility service;
 - e. The names, addresses, e-mail address(es), and related website(s), telephone numbers, of any mortgage lienholders;
 - f. The number of buildings, number of units per building broken down as to number of efficiencies, one-bedroom, two-bedroom, and three-bedroom; number of other buildings including the washateria, clubhouse, office, etc.;

- g. The trade name of the complex. It shall be unlawful for any person to use or permit to be used more than one trade name at a single location.
 - h. Acknowledgment of receipt of copy of the "Minimum Housing Code Ordinance" and agreement to abide by the code as a condition to receiving and maintaining a license.
- (11) A landlord commits an offense and the license to operate may be revoked if the landlord:
- a. Operates a multi-family dwelling complex which is not currently licensed with Code Compliance;
 - b. Fails to pay fees as required by this article;
 - c. Maintains a property in violation of this article;
 - d. Commits any other violation of this article.
- (12) It shall be unlawful for any person to own, operate, manage or maintain a multi-family complex in the City without a current license having been issued for each complex. Any person owning, operating, managing or maintaining a complex at more than one location shall obtain a license for each separate location.

Sec. 14-193. License, Primary Inspection, Secondary Inspection, and re-inspection fees.

- (1) No license shall be issued until all prerequisites have been met.
- (2) At the time the landlord makes application for a license for the multi-family dwelling complex, the landlord shall pay the prescribed fee(s) to offset the City's cost of administration and registration. The license fee paid by the landlord will be based on the number of units contained in the complex. A washateria, clubhouse, workout facilities, etc., will be counted as a unit.
- (3) The landlord shall pay the Primary Inspection fee(s) and Secondary Inspection fee(s) which will be based on the Tier Designation assigned to the complex in the Property Maintenance Inspection Report to offset the City's cost of administration and performance of inspections.
- (4) Should the license and inspection fee(s) payment be made by check or other instrument which is not honored, the license for which the payment (s) was made shall become null and void without additional action by City.
- (5) The applicable license and inspection fees shall be set forth in Section 30-42, "Minimum Housing Licensing and Related Fees."

Sec. 14-194. Revocation of license/certificate of occupancy.

- (1) Upon failure to comply with the terms of this article after receipt of written notice of the violation(s) from the Apartment Inspection Program Manager setting out the violations and the time allowed to rectify the violation(s), the owner's certificate of occupancy may be revoked and the license authorized by this article may be canceled for either any individual building in which a majority of the units are in violation or for only those units in violation, at the discretion of the Apartment Inspection Program Manager. The Apartment Inspection Program Manager may notify all public utility companies, including the retail electric service provider, serving the complex that the certificate of occupancy has been revoked for those units in violation and request that all public utility services be discontinued for those units in violation.
- (2) The City reserves the right to revoke the owner's certificate of occupancy and the license authorized by this article to operate the entire multi-family dwelling complex for any property which is assigned a Tier 3 designation in three (3) consecutive Primary Inspections as contained in the Property Maintenance Inspection Reports.
 - a. The City will notify the landlord in writing that such authority will be exercised and identify the specific date that the current license to operate will be invalid.
 - b. The landlord will be required, after receipt of formal notification from the City, to issue a formal written notice to all tenants at least sixty (60) days before the specific date on which the license to operate becomes invalid stating that all units must be vacated.

Sec. 14-195. License display, replacement and transferability.

- (1) Each license issued pursuant to this article shall be posted and displayed in the office of the complex in a conspicuous place to which tenants have access, if an on-site office is provided. If no office exists at the location, a copy of the license shall be given to each tenant upon request.
- (2) A replacement license may be issued for one lost, destroyed or mutilated license upon application on the form provided by the Apartment Inspection Program Manager.
- (3) A license is not assignable or transferable.
- (4) The form of the license shall be prepared by the Apartment Inspection Program Manager.

Sec.14-196. License standards for display of maximum density requirements/records maintained of tenants.

- (1) Notwithstanding the provisions of all other City ordinances, the maximum number of persons per dwelling unit in a multiple-family dwelling complex is as follows:
 - a. No more than two (2) occupants per each bedroom are permitted to reside in a unit plus one (1) additional occupant. For example: in a one-bedroom or efficiency unit, the density shall not exceed three (3) occupants; in a two-bedroom unit, the density shall not exceed five (5) occupants; in a three-bedroom unit, the density shall not exceed seven (7) occupants.
 - b. To assist compliance with this requirement, all licensees shall display in a conspicuous place, contiguous to the displayed license, the following notice, the form of which shall be furnished by the City:

CITY OF EULESS IMPOSES THE FOLLOWING
MAXIMUM DENSITY REQUIREMENTS:

One-bedroom or efficiency unit - No more than three (3) occupants per unit.

Two-bedroom - No more than five (5) occupants per unit.

Three-bedroom - No more than seven (7) occupants per unit.

In the alternative, the licensee may display a similar notice, contiguous to the displayed license that states licensee's density requirements provided the requirements are as strict or stricter than the standards set by Section 14-196(1)a.

- (2) The licensee shall keep a current and up to date record that documents the number of tenants occupying each unit. The records shall be available for review by the Administrator during regular working hours and upon receipt of reasonable notice.
- (3) It shall be unlawful and a violation of this article for an owner, property manager, resident manager, or other responsible party to knowingly permit or allow a violation of any of the terms of this section. It shall be unlawful for a tenant to violate any of the terms of this section or to permit or allow any persons to reside in the dwelling unit in violation of this section.

- (4) Density requirements of Section 14-196(1)a shall not be applicable to tenants residing in a dwelling unit on the effective date of this article nor during the time these same tenants continue to reside in the same dwelling unit.
- (5) An owner shall not be prohibited from establishing a more restrictive density for each dwelling unit within a complex, provided the density is based upon persons per each established bedroom. The established density shall be posted contiguous to the displayed license and shall be on a form provided by the Administrator.

DIVISION 3. MINIMUM STANDARDS/RESPONSIBILITIES – OWNER AND OCCUPANT

Sec. 14- 197. Compliance with article provisions.

The owner of each multi-family dwelling complex within the City which shall be used for the purpose of human habitation or residence shall comply with the provisions of this article.

Sec. 14-198. Minimum floor area generally.

Each dwelling unit shall contain at least one-hundred fifty (150) square feet of habitable floor area for the first occupant and at least one-hundred (100) square feet of additional habitable floor area for each additional occupant.

Sec. 14-199. Minimum floor area for sleeping purposes.

In each dwelling unit of two or more rooms, each room occupied for sleeping purposes shall contain at least seventy (70) square feet of floor area for one occupant and shall contain an additional fifty (50) square feet of floor area for each additional occupant of the sleeping room.

Sec. 14-200. Maximum density.

Maximum density for each dwelling unit (occupant load) shall be as follows:

- (1) One bedroom or efficiency unit, no more than three (3) occupants per unit.
- (2) Two bedrooms, no more than five (5) occupants per unit.
- (3) Three bedrooms, no more than seven (7) occupants per unit.

Sec. 14-201. Ceiling height.

At least one-half ($\frac{1}{2}$) of the floor area of every habitable room of a dwelling unit shall have a ceiling height of at least seven feet (7'); and the floor area of that part of any

room where the ceiling height is less than five feet (5') shall not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy thereof.

Sec. 14-202. Minimum responsibilities of owner.

The owner, lessor or property manager of a complex shall be primarily responsible for the maintenance, structural soundness and operative condition of the entire complex properties and all installed systems, including but not limited to plumbing, electrical, heating, air conditioning systems and parking areas thereof, and shall be responsible for the following:

- (1) Structure.
- (2) Water and sewer systems.
- (3) Provide in all dwelling units a kitchen sink and a lavatory basin. Such kitchen sink and lavatory shall be connected to the municipal water and sewer systems.
- (4) Provide in all dwelling units a flush water toilet and a bathtub or shower connected to the municipal water and sewer systems.
- (5) Every kitchen sink, lavatory basin and bathtub or shower in each dwelling unit required by the provisions of this article shall be connected and functioning with both hot and cold water lines. The owner shall provide and maintain connected and functioning water-heating equipment and facilities for every dwelling unit which shall be connected with water lines with a design capability of heating water to a temperature of one hundred twenty (120) degrees Fahrenheit as to permit an adequate supply of hot water to be drawn at every required kitchen sink, lavatory basin, and bathtub or shower at a temperature of not less than one hundred ten (110) degrees Fahrenheit. Such water-heating facilities shall be capable of meeting the requirements of this section regardless of whether or not the heating facilities of the apartment or dwelling unit are in operation.
- (6) Air conditioning shall function to at least fifteen (15) degrees differential between the inside and outside temperature. If the owner pays the electrical bill, the owner shall provide the required electricity.
- (7) Every dwelling unit or apartment with heating facilities shall be provided with a design capability of safely and adequately heating all habitable rooms to a temperature of at least sixty-eight (68) degrees Fahrenheit at a distance of three feet (3') above floor level, and the facilities shall be operable when necessary to maintain the temperature, but gas jets installed prior to 1978 may be provided in lieu of other heating facilities. Where the owner or property manager pays the fuel bills or utilities for the heating equipment, the owner or property manager shall be responsible to provide heat to each dwelling unit. Portable heating

equipment, including but not limited to, kerosene heaters, portable propane heaters or portable electric heaters may not be used to meet the requirements of this section other than for temporary emergency uses not to exceed fifteen (15) days when the devices are used in accordance with the manufacturer's instructions.

- (8) Ensure that every bedroom in a dwelling unit shall have at least one (1) window or opening facing directly to the outdoors capable of being opened to the maximum size allowed by the design of the window fixture.
- (9) Repair all cracked or broken out (partial or complete) windows.
- (10) All windows must meet the requirements of the current building code, except those which conformed with all applicable laws at the time of their construction and which have been adequately maintained.
- (11) Every opening in any dwelling unit which is used for ventilation purposes from a dwelling unit directly to or from outdoor space shall be equipped with insect-proof screening, which shall be provided by the owner and shall be installed and maintained in a manner affording complete protection against entry into the dwelling unit of flies, mosquitoes and other insects. However, it shall be the responsibility of the occupant to replace windows or screens broken by the occupant.
- (12) Repair or replace all window screens on openable window(s).
- (13) Paint, waterproof and repair to prevent deterioration due to the elements, which shall include but not be limited to: loose siding, siding with holes, excessive cracks or rotted boards which permit air or water to penetrate rooms or the void spaces in walls or other structural components, loose roof covering, holes or leaks in roof which cause damage to the Structure or rooms, rotting, and sagging or deteriorating supports for steps, stairs and porches.
- (14) Exterminate insects, rodents or other pests in all occupied and unoccupied units of duplex, triplex or other multiple-family dwellings, a minimum of once a year by a state-licensed exterminator, and single-family dwellings as needed by the owner or by a state licensed exterminator. If the occupant fails to maintain the dwelling unit free from rodents, insects and vermin, such shall be the ultimate responsibility of owner.
- (15) Provide central garbage and refuse disposal where there are more than four (4) dwelling units on the premises
- (16) Provide and maintain railings for stairs, steps, balconies, porches, and elsewhere as specified in the building code in force at the time of construction. Replacement of any required railings shall be in compliance with the current edition of the

building code. Buildings in existence at the time of adoption of this article may have their existing use continued if such use was legal at the time of the adoption of this article, provided such continued use is not dangerous to life.

- (17) Repair holes, cracks, and other defects in stairs, porches, steps and balconies reasonably capable of causing injury to a person.
- (18) Maintain floors, walls, ceilings and all supporting structural members in a sound condition, capable of bearing imposed loads safely, in conformity with the current building code.
- (19) Repair or replace chimney flue and vent attachments that do not function properly.
- (20) Repair holes, breaks, substantial cracks, and loose surface materials that are health or safety hazards in or on floors, walls, ceilings or entry ways, breezeways, sidewalks and similar areas used for foot traffic.
- (21) Provide and maintain a moisture-resistant finish or material for the flooring or sub-flooring of each bathroom, shower room, and toilet room.
- (22) Provide screened cross-ventilation openings of not less than one and one half (1½) square feet for each twenty-five (25) lineal feet of wall in each basement, cellar, and crawl space.
- (23) Eliminate a hole, excavation, sharp protrusion, and other object or condition that exists on the land and is reasonably capable of causing injury to a person.
- (24) Securely cover or close a well, cesspool, or cistern.
- (25) Provide drainage to prevent standing and stagnant water on the premises. Ponding of water shall not exceed a twenty-four (24) hour period under normal rainfall periods.
- (26) Remove dead trees and tree limbs that are reasonably capable of causing injury to a person.
- (27) Connect plumbing fixtures and heating equipment that the owner supplies in accordance with the applicable codes.
- (28) Provide and maintain in operating condition supply lines for electrical service to each dwelling unit intended for human occupancy.
- (29) Provide and maintain in operating condition electrical circuits and outlets in compliance with the electrical code adopted by the City.

- (30) Connect to a chimney or flue each heating and cooking device that burns solid fuel or burns a fuel that must be vented to the outside.
- (31) Maintain the interior of a vacant Structure or vacant portion of a Structure free from rubbish, garbage, storage and stored items. Secure all vacant or unoccupied dwelling units from unauthorized entry and vandalism.
- (32) Install and maintain the parking lot, fire lane and required paved areas, including legible parking stripes and fire lanes, in accordance with City ordinances.
- (33) Maintain all required fire detection and extinguishing appliances including but not limited to: smoke detectors, fire alarm systems, fire hydrants and portable fire extinguishers. All dwelling units must be equipped with operable smoke detectors of an approved type. For purposes of this section, the fire marshal and/or building official will have final determination on what items are required based upon the codes in effect at the time the building was built and subsequent applicable changes.
- (34) Maintain all swimming pools in a sanitary condition and remove all water and debris from a swimming pool not so maintained or in accordance with other City ordinances.
- (35) Provide and maintain all gas service lines to each dwelling unit that is heated by natural gas or has water heating devices or cook stove fueled by natural gas. If the owner pays the gas bill, the owner shall provide necessary gas service.
- (36) Remove inoperable, unsightly, junked, unregistered and or abandoned vehicle(s) from the property.
- (37) Install and maintain premises identification numbers which shall be eight inches (8") high with a width of one inch (1") minimum for main buildings and four inches (4") high with a width of one-half inch (.05") minimum and for all unit doors a minimum of two inches (2") high.
- (38) Provide, in all dwelling units, safe and unobstructed means of egress leading to safe and open space at ground level. When an unsafe condition exists through lack of or improper location of exits, additional exits may be required to be installed. The use of burglar bars or other security devices that prevent an immediate exit from the interior of the dwelling unit is prohibited.

Sec. 14-203. Emergency telephone number.

The landlord shall provide to each tenant an emergency telephone number or other means of communications which shall be answered twenty four (24) hours each day in order that the tenant may report needed repairs or emergencies or seek information or answers relative to landlord-tenant matters which cannot wait until regular business

hours.

Sec. 14-204. Minimum responsibilities of lease holder.

A tenant in a complex shall be responsible for the following:

- (1) Shall maintain those portions of the interior of a dwelling unit Structure under his control free from rubbish, garbage, and other conditions that would encourage infestation of insects, rodents, and vermin, and unsanitary conditions;
- (2) Shall keep occupied area and all plumbing equipment and facilities provided in a clean, sanitary condition at all times;
- (3) Shall connect plumbing fixtures and heating equipment that the occupant supplies in accordance with the applicable City codes;
- (4) Shall not alter a dwelling unit or its facilities so as to create a nonconformity with Division 3 of this article;
- (5) Must adhere to reasonable occupancy standards;
- (6) Must adhere to all applicable garbage and trash disposal standards; and,
- (7) Shall not tamper with any required fire protection apparatus.

Secs. 14-205--14-220. Reserved.

DIVISION 4. INSPECTIONS

Sec. 14-221. Primary Inspection(s) and Secondary Inspections - authorized.

- (1) The Apartment Inspection Program Manager is hereby authorized to make Primary Inspections and Secondary Inspections to determine the condition of the complex and premises located within the City in order that City officials may perform their duties of safeguarding the safety, health and welfare of the occupants and of the general public. Inspections MAY (versus shall) include the presence of the owner's representative.
- (2) The owner, resident manager or property manager, as a condition to the issuance of the license required by this article, shall consent and agree to permit and allow the Apartment Inspection Program Manager to make the following inspections when and as needed to ensure compliance with this article.
 - a. The Apartment Inspection Program Manager has right and access to inspect all portions of the premises and Structures located on the premises.

- b. The Apartment Inspection Program Manager has right and access to inspect all unoccupied units upon giving reasonable notice to the owner, resident manager or property manager.
- (3) The Apartment Inspection Program Manager may enforce the provisions of this article upon presentation of proper identification to the occupant in charge of any unit, and may enter, with the occupant's permission, any unit between the hours of 8:00 a.m. and 5:00 p.m.; provided, however, that in cases of emergency where extreme hazards are known to exist which may involve imminent injury to persons, loss of life or severe property damage, the Apartment Inspection Program Manager may enter a dwellings unit at any time, and the requirement for presentation of identification and the occupant's permission shall not apply. Whenever the Apartment Inspection Program Manager is denied admission to inspect any premises under this provision, inspection shall be made only under authority of a warrant issued by a magistrate authorizing the inspection. In applying for such a warrant, the Apartment Inspection Program Manager shall submit to the magistrate an affidavit setting forth their belief that a violation of this article exists with respect to the place sought to be inspected and the reasons for such belief. Such affidavit shall designate the location of such place and the name of the person believed to be the occupant thereof, if known. If the magistrate finds that probable cause exists for an inspection of the premises in question, a warrant may be issued authorizing the inspection, such warrant describing the premises with sufficient certainty to identify the premises. Any warrants issued will constitute authority for the Apartment Inspection Program Manager to enter upon and inspect the premises described therein.
- (4) A fee shall be charged for a second re-inspection due to a noted violation at a previous inspection. Refer to Section 30-42, "Minimum Housing Licensing and Related Fees," for the amount.

Sec. 14-222. Property Maintenance Inspection Report requirements.

- (1) A landlord will be provided a Property Maintenance Inspection Report for all applicable dwelling units within the multi-family dwelling complex within ten (10) business days of the completion of a Primary Inspection.
- (2) The report shall be in written form as prescribed by the Apartment Inspection Program Manager.
 - a. The report shall include places for marking whether the dwelling unit complies with the standards set by this section and shall include the number persons occupying the dwelling unit excluding overnight guests.
 - b. The Property Maintenance Inspection Reports shall be maintained by the landlord for all applicable dwelling units within the multi-family dwelling

complex for a minimum of three (3) years.

Sec. 14-223. Right of entry of owner.

Every occupant of a dwelling unit shall give the owner thereof, his agent or employee access to any part of such dwelling unit, or its premises, at all reasonable times, for the purpose of making repairs or alteration or for such other purposes as are necessary to effect compliance with the provisions of this article.

Secs. 14-224--14-240. Reserved.

DIVISION 5. DANGEROUS DWELLINGS

Sec. 14-241. Abatement of dangerous dwellings.

Any dangerous condition in a dwelling unit, apartment, or multi-family dwelling complex regulated by this article shall be subject to abatement in accordance with Article XII of this Chapter.

Secs. 14-242--14-250. Reserved.

DIVISION 6. RESERVED

Secs. 14-251--14-260. Reserved.

DIVISION 7. APPEALS TO THE CITY

Sec. 14-261. Appeals to the City – apartment inspections; Property Maintenance Inspection Report; revocation of license to operate and certificate of occupancy

- (1) A landlord may appeal scores or findings contained in the Property Maintenance Inspection Report or a decision to revoke the license and/or certificate of occupancy to operate the complex as provided in this section.
- (2) An appeal shall be filed with the City Manager no later than fifteen (15) days following the date the Property Maintenance Inspection Report was issued to the landlord. Appeals filed after that date shall be considered untimely and the Property Maintenance Inspection Report shall be considered a final determination.
- (3) *Burden of Proof.* The applicant shall have the burden of proving to the City Manager that the property conditions existing at the time the inspection was performed did not warrant the action taken by the City. The City Manager shall hear the appeal within thirty (30) business days.

- (4) The decision of the city manager may be appealed to the Zoning Board of Adjustments pursuant to the provisions in the Unified Development Code Sec. 84-27 (10).

Secs. 14-262--14-274. Reserved.

DIVISION 8. UTILITIES TO MASTER METERED MULTI-FAMILY DWELLING COMPLEXES

Sec. 14-275. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Essential Utility Service means gas, electric, water and sanitary sewer.

Master Metered Multi-Family Dwelling Complex means a multi-family dwelling complex where the occupants are provided one or more utility services for which they do not pay the utility company directly.

Utility Company means the entity providing gas, electric service, water or sanitary sewer to a master metered multi-family dwelling complex.

Utility Interruption means the termination of utility service to a master metered multi-family dwelling complex by a utility company for nonpayment of billed service or non compliance with an applicable code.

Sec. 14-276. Records of ownership and management maintained by utility companies.

- (1) Before providing utility service to a new account at a master metered multi-family dwelling complex, a utility company shall obtain:
- a. The name and address of the owner or owners of the complex;
 - b. The name and address of the party responsible for paying the utility bills; and
 - c. The name and address of any lien holders or mortgagees, if any.
- (2) The utility company shall maintain a record of the information obtained under Section 14-276(1) and shall make the information available to the Administrator.
- (3) The applicant for utility service shall provide the information required in Section 14-276(1) to the utility company.

Sec. 14-277. Notice to tenants.

- (1) The landlord of a master metered multi-family dwelling complex shall maintain a notice in accordance with Section 14-277(2) containing the name, address and telephone number of the person with authority and responsibility for making payment to the utility companies for utility bills. The landlord shall correct the notice within ten (10) days of any change in the information given in the notice.
- (2) The notice must be made available upon written request from any tenant.
- (3) For the purpose of this section, the notice may be placed on the inside of a glass door or window in the property manager's office or a tenant's apartment as long as all requirements of Section 14-277(1) are met.
- (4) A person commits an offense if he knowingly removes or mutilates a posted notice required under Section 14-277(1).
- (5) It is a defense to prosecution under Section 14-277(4) if the person was authorized by the landlord to replace the notice in order to correct the information.

Sec. 14-278. Notice of utility interruption.

- (1) A utility company shall make a reasonable effort, including but not limited to messenger delivery, to provide notice of a pending utility interruption to tenants of a master metered multi-family dwelling complex.
- (2) A person commits an offense if he knowingly:
 - a. Interferes with an employee of a utility company posting notices of a utility interruption at dwelling units of a master metered multi-family dwelling complex; or
 - b. Removes a notice of utility interruption posted at a dwelling unit of a master metered multi-family dwelling complex.
- (3) It is a defense to prosecution under Section 14-279(2)b that the person is the resident of the dwelling unit from which notice was removed.
- (4) A utility company providing gas, electricity, water or sanitary sewer shall send to the Administrator a copy of each termination of service letter or notice sent to the landlord of a master metered multi-family dwelling complex prior to disconnecting service.

Sec. 14-279. Nonpayment of utility bills; essential utility service.

- (1) The party responsible for paying utility bills of a master metered multi-family dwelling complex commits an offense if there is failure to pay a utility bill and the nonpayment results in the interruption to any dwelling unit of a utility service essential to the habitability of the unit and to the health of the occupants. Essential utility services are gas, electric, water and sanitary sewer.
- (2) The party responsible for paying utility bills of a master metered multi-family dwelling complex who violates Section 14-279(1) is guilty of a separate offense for each dwelling unit to which utility service is interrupted.
- (3) It is a defense to prosecution under this Section that the tenant occupying a dwelling unit to which utility service is interrupted is in arrears in rent to the multi-family dwelling complex.

Sec. 14-280. Notice of violation.

- (1) When the Administrator determines that there is a violation of this article, he shall give notice of the violation to the owner or the person responsible for paying utility bills. The notice must be in writing, specifying the alleged violations and providing a length of time for compliance. Notices shall be effective as follows:
 - a. Notice to the owner of a multiple-family dwelling complex shall be effective upon placing the notice in the U.S. Mail, postage paid and addressed to the name and address shown on the multiple-family dwelling complex application for the current multiple-family dwelling complex license, or by hand delivery.
 - b. Notice to the owner of a dwelling unit or units which do not constitute a multiple-family dwelling complex shall be effective upon placing the notice in the U.S. Mail, postage paid, to the owner's address shown on the latest Tarrant Appraisal District tax roll, or by hand delivery to the owner.
- (2) If the owner of the property resides outside the county, the administrator may give notice to the property manager. Upon receipt of a notice of violation, the property manager shall notify the owner of the specifics of the notice of violation and shall make every reasonable effort to have the owner correct the violation.
- (3) The Administrator has the authority to enforce provisions of this article.

Secs. 14-281--14-300. Reserved.

SECTION II.

THAT Chapter 30, "FEES," Section 30 – 42, "Minimum Housing Licensing and

Related Fees,” of the Code of Ordinances of the City of Euless, Texas, as amended, is hereby amended to hereafter be and read as follows:

Sec. 30-42. Minimum housing licensing and related fees.

- (a) *License fee.* \$10.00 per dwelling unit, with a maximum of \$1,200.00, payable at time of annual licensing.
- (b) License or renewals shall be assessed an additional fee increase of:
 - 10% of license fee if within 1 month of due date;
 - 30% of license fee if within 2 months of due date; and,
 - 50% of license fee if thereafter.
- (c) *Primary Inspection and Secondary Inspection fees.* Applicable to Tier 2 and Tier 3 properties, a fee of ten dollars (\$10.00) per dwelling unit times the number of Primary Inspection and subsequent Secondary Inspection(s) performed in twelve (12) month period of time, calculated at time of annual licensing, payable monthly.
- (d) *Re-inspection fees.* A fee of \$100.00 shall be charged by Code Compliance for a second re-inspection due to a noted violation at a previous inspection.
- (e) *New License fee.* If a change in ownership of the complex occurs during the period that a license is otherwise valid, the landlord of the complex shall have thirty (30) days from the date of the change of ownership to file a new license application with Code Compliance and shall pay a \$25.00 fee to re-issue the license
- (f) *New License late fee.* License re-issues received by Code Compliance more than thirty (30) days after ownership change shall be assessed a late fee of \$75.00 at the time of license re-issue.

SECTION III.

CUMULATIVE CLAUSE. This ordinance shall be cumulative of all provisions of ordinances of the City of Euless, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION IV.

PENALTY CLAUSE. Any person, firm or corporation violating any of the terms and provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in accordance with Chapter 1, Section 1-12, Euless

Code of Ordinances. Each such violation shall be deemed a separate offense and shall be punishable as such hereunder.

SECTION V.

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

SECTION VI.

SAVINGS CLAUSE. All rights and remedies of the City of Euless are expressly saved as to any and all violations of the provisions of the City Code or any other ordinances regulating multi-family dwelling units that have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION VII.

PUBLICATION CLAUSE. The City Secretary of the City of Euless is hereby directed to publish the caption, penalty clause, and effective date clause of this ordinance in the official newspaper of the City of Euless, in accordance with Section 12 of Article II of the Charter of the City of Euless.

SECTION VIII.

EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication as provided by the Euless City Charter and the laws of the State of Texas.

PRESENTED AND GIVEN FIRST READING AND FINAL READING at a regular meeting of the Euless City Council on the 13th day of November 2012, by a vote of _____ ayes, _____ nays and _____ abstentions.

APPROVED:

Mary Lib Saleh, Mayor

ATTEST:

Kim Sutter, TRMC, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Wayne K. Olson, City Attorney