

Landlords Of Linn County

Newsletter

AUGUST 2010

SPECIAL POINTS OF INTEREST:

- Upcoming Meetings
- Changes to Chapter 29 Housing Code
- Evening "Networking Meetings"
- New member packages explaining membership benefits and training

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Upcoming Monthly Meetings

AUGUST 12, 2010

Corey Luedman from Iowa Legal Aide will be speaking about the new 562 state notices and how to properly serve notices

Location:
Clarion Convention Center
525 33rd Avenue SW
Cedar Rapids, IA 52404

Social Hour at 6pm

Dinner and program at 7pm

\$12.00 per Person

SEPTEMBER 9, 2010

Landlord Problem Solving
More details coming soon!

Location:
Clarion Convention Center
525 33rd Avenue SW
Cedar Rapids, IA 52404

OCTOBER 15-16, 2010

Landlords Iowa State Convention
in Dubuque, Ia,

See inside newsletter for more
details



Landlords of Linn County suing

Cedar Rapids over new (Chapter 29) rules

Cedar Rapids Gazette

Posted on Jul 30, 2010 by
Justin Foss.

The Landlords of Linn County, a group that represents most landlords in Cedar Rapids, has filed a lawsuit against the city of Cedar Rapids.

The lawsuit seeks to either change or eliminate the latest city ordinance which modifies the rules governing landlords and renters in the city.

It's commonly referred to as Chapter 29, and the rules hadn't been changed for many years. The city said it has been working on the changes for the last few years, with most of the work coming in the last few months.

The ordinance is already in effect since it was published in the city-designated newspaper (the Gazette) in July.

In its essence, the lawsuit says the new ordinance is too

vague, and thus unenforceable.

Here are some of the most interesting points -

- Landlords must sign a Crime Free Lease Addendum. In that agreement, residents, guests or "other persons affiliated with the resident" may not engage in any criminal activity, including simple misdemeanors, on the rental property. None of those parties may engage in

Chapter 29 continued....

specified crimes within 1,000 feet of the residence.

- If the Addendum is violated, landlords have good cause to terminate a

guidance, and they raise the following questions:

- Must the landlord evict the renter, or must they just attempt to evict a renter?

city then becomes the victim. Why should the landlord pay court costs for eviction filings to appease the city, which is the victim?

- How soon must the eviction action take place? Is a year too long to wait?

Because of these basic questions, the Landlords of Linn County are asking the city to repeal or change the new ordinance.

We asked the city to respond to these allegations in a story filed a week ago. The city's position is that it disagrees with these interpretations.

lease and evict a resident. However, the lawsuit says Chapter 29 states "No proof of conviction is required."

- Landlords may lose their license to rent property in Cedar Rapids if someone violates the Crime Free Lease Addendum and the landlord acts "Without any notable of reasonable effort at enforcement."

Landlords of Linn County say those requirements don't come with any

- If the ordinance states only that landlords have good cause to evict, what happens if they don't chose to evict a renter?

- If a renter commits a crime and the landlord does not incur harm or hardship because of the crime, the

- What happens if the court denies the eviction, must the landlord appeal?

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Evening Monthly “Networking Meetings”

Thanks to everyone who has attended our evening meetings in 2010. Our attendance and feedback has been great!

This is probably one of the biggest changes for our organization but for good reason. We looked around the state of Iowa and talked to other landlord organizations and the most successful monthly meetings were in the evenings. We've had a number members ask for evening meetings because they work during the day.

We also feel rushed at our noon

meetings as people need to get back to work or their properties.

The new schedule is:

6pm drinks/social hour

7pm dinner

7:15-8pm presentation

There will be a short Vendor Spotlight at each monthly meeting

Again we want to create more of a monthly social gathering so our members can get to know each other more, ask questions and discuss landlord topics.

Of course some will prefer Noon meetings but we need to commit to this change and not switch back/forth and confuse the group!



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Cellular (319) 560-5750
Fax (319) 455-5041



LinnForRent.com and yard signs

All landlords members who have paid their 2010 membership are eligible to receive LinnForRent.com yard signs for free!

If you paid your 2010 membership and you have not received your signs be sure and attend our next meeting and you can pick up your signs there.

There are large yard signs as well as 1/2 size directional signs.



Both signs have space for you to put your phone number and it gives the tenants a website to view your listing online.

If you haven't reviewed our online site yet go to <http://LinnAreaRentals.com>

For Rent yard signs will drive tenants to our website to learn more about the property for rent.

New Member Packages

ALL current paid members will receive a New Member Package after January 2010 for no additional cost!

New members after Jan 1, 2010 will pay a \$25 processing fee to receive the package.

The processing fee pays for the “New Member Package” and the package will include:

One/two 24”x36” coroplast “For Rent” sign and post

Two 8” x 36” coroplast “For Rent” directional signs and posts

CD containing most recent copy of Iowa landlord forms

Tri-fold brochures explaining our organization

Crime fee/drug free stickers for

your properties

(Additional signs can be purchased)


Attend the next meeting to receive your new member package.

We support Crime-Free Housing and cooperate with K-9 Dog Training and Drug Enforcement



Member of Landlords of Linn County
<http://LinnAreaRentals.com>

Letter from the President



INVESTIGATIONS
By Ivy
Ivy S. Meeker, Owner
 PO BOX 1001
 Marion, IA 52302
 Licensed Private Investigator
 Cell: 319-551-7295
 i.meeker@mcchsi.com
 www.InvestigationsbyIvy.com

Hello Members,
 On Thursday, July 29,
 2010, Landlords of Linn
 County

filed a
 petition for
 summary
 judgment
 (lawsuit)
 against
 Chapter 29.
 There are

sections of Chapter 29
 that the Board and our
 attorney deemed illegal
 and infringes on
 Landlord Rights. The city
 of Cedar Rapids was
 served on Friday, July 30,
 2010 and has 20 days to
 respond. Unfortunately,
 it is now a waiting game.
 It will be 90+ days before
 we have an answer from
 a judge.

Don't forget that if you
 wish to contribute to our
 legal fund, please mail a
 check/money order to
 our mailing address.

Please feel free to
 contact me as I am the
 elected spokesperson for
 Landlords of Linn County
 with respect to the
 lawsuit.

I'll keep everyone up to
 date as the suit
 progresses.

I may be contacted at
 319-329-5378 (cell) or
 319-362-1020
 (office). My email is
President@LandlordsofLinnCounty.org.

Regards,
 Stephanie Feuss
 President
 Landlords of Linn County



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JUDGE ORDERS IOWA LANDLORD TO PAY \$52,150 TO RESOLVE HOUSING DISCRIMINATION CASE

Landlord attempted to
 evict single mother for fil-
 ing fair housing complaint

WASHINGTON – The U.S.
 Department of Housing and
 Urban Development (HUD)
 today announced that a
 HUD Administrative Law
 Judge has ordered an Iowa
 landlord to pay \$52,150 in
 damages and civil penalties
 for retaliating against a

single mother of three by
 threatening to evict her
 because she filed a housing
 discrimination complaint.

The Fair Housing Act makes
 it unlawful to retaliate
 against individuals
 because they ex-
 ercised their fair
 housing rights.

"HUD will not
 tolerate retalia-
 tion against indi-

viduals who file discrimina-
 tion complaints," stated
 John Trasvina, Assistant
 Secretary for Fair Housing
 and Equal Opportunity.
 "Discrimination victims are



Tracie Gutknecht
 Branch Manager

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Iowa Landlords State Convention



Why should you attend the Landlords State Convention?

This is your opportunity to shine!!! You can display, promote, and showcase your company's products and services.

You have the opportunity to meet over 150 landlords or managers from throughout Iowa and the Tri-State area. You will have ample time to display and converse with each and every one of them.

You can advertise in our convention Attendee Agenda Packet which will be a resource for the entire year for our attendees.

Your participation will be promoted in the August (prior to convention) and November newsletter (post convention).

You will be listed on our association Websites as an exhibitor/vendor at the 2010 convention.

Following the convention, you will receive an electronic list of all attendees.

The exhibit areas will be open Friday, October 15, from 8 AM to 7:30 PM. The exhibit area will be located as close as possible. Your registration fee includes the Friday lunch (one comp ticket), breaks, and evening reception. You will also have a chance as a vendor to address the attendees as a group on Friday afternoon.

Continued....JUDGE ORDERS IOWA LANDLORD TO

not alone when exerting their rights under the Fair Housing Act."

In November 2008, the mother of three filed a housing discrimination complaint against Cedar Rapids landlord Robert Miell alleging that he refused to rent her a three-bedroom apartment and unjustly charged her a higher security deposit because of her sex. HUD found no evidence of sex discrimination, but charged the landlord and management company in September 2009 with unlawfully retaliating against the tenant by termi-

nating her lease and attempting to evict her because she filed a housing discrimination complaint.

An Administrative Law Judge awarded the tenant and her family \$20,150 in damages and assessed a total civil penalty of \$32,000 against the landlord and his management corporation.

HUD's Office of Fair Housing and Equal Opportunity and its partners in the Fair Housing Assistance Program investigate more than 10,000 housing discrimination complaints annually. People who believe they

are the victims of housing discrimination should contact HUD at 1-800-669-9777 (voice), 800-927-9275 (TTY).

2010 Executive Committee Members

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Final Chapter 29 approved by Cedar Rapids

CED
CD
CLK
FIN
TRS

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CEDAR RAPIDS MUNICIPAL CODE BY REPEALING CHAPTER 29 THEREFROM AND ENACTING IN LIEU THEREOF A NEW CHAPTER 29 ENTITLED "HOUSING: LICENSED RENTAL REGISTRATION OF RESIDENTIAL HOUSING" AND ADOPTING THE 2009 INTERNATIONAL PROPERTY MAINTENANCE CODE WITH AMENDMENTS, ESTABLISHING A LICENSED RENTAL REGISTRATION PROGRAM WITH A CRIME FREE AGREEMENT AND ESTABLISHING FEE PROVISIONS,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, as follows:

Section 1 Chapter 29 of the Cedar Rapids Municipal Code is hereby repealed and in its place a new Chapter 29 is enacted as follows:

Chapter 29

HOUSING CODE

29.01 Adoption of Housing Code.
29.02 Purpose, intent and scope.
29.03 Definitions.
29.04 License requirement.
29.05 Rental Registration Permit.
29.06 Inspections.
29.07 Posting of the rental permit or notice of non-compliance.
29.08 Voluntary inspections and certificate of compliance.
29.09 Fees.
29.10 Maintenance of Records
29.11 Initial implementation.
29.12 Penalty.
29.13 For Future Use
29.14 Tenant Responsibility
29.15 International Property Maintenance Code (IPMC).
29.16 Crime Free Agreement/Addendum.
29.17 Effective Date.

Section 29.01 ADOPTION OF A HOUSING CODE

Pursuant to Iowa Code Section 264.17 (2010) as amended, the City of Cedar Rapids adopts with local amendments as set forth in this Chapter the "Housing Quality Standards" promulgated by the United States Department of Housing and Urban Development, and the 2009 edition of the International Property Maintenance Code.

§ 29.02 PURPOSE AND INTENT.

(1) The City of Cedar Rapids ("the City") recognizes the need for a registration program for residential rental dwelling units located within the City in order to ensure rental units meet all applicable building, existing structures, fire, health, safety, and zoning codes, and to provide an efficient system for compelling both absentee and local landlords to correct violations and maintain, in proper condition, rental property within the City. The City also recognizes that the most efficient system to reach that goal includes the creation of a Landlord licensing program, including provision of tools and training, and the compilation of an inventory of rental dwelling units and a process to verify that the residential dwelling units comply with the applicable legal requirements. In addition, the City recognizes that the Landlords have a responsibility and are in the best position to take such reasonable steps as are necessary maintaining their rental units to assure that the citizens of the City may pursue the quiet enjoyment of the normal activities of life in surroundings that are safe, secure and sanitary; free from noise, nuisances or annoyances; and free from unreasonable fears about safety of persons and security of property.

(2) The scope of this Chapter shall exempt hotels, motels and bed & breakfast establishments.

§ 29.03 DEFINITIONS.

When used in this Chapter, the following terms and words shall have the following meanings, unless the context clearly indicates that a different meaning is intended.

- (a) **"DWELLING Unit"** means a structure of the part of a structure that is used or capable of being used to complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
- (b) **"LANDLORD" or "OPERATOR"** means any person who owns or controls a dwelling unit and rents such unit, either personally or through a designated agent, to any person.
- (c) **"LAW ENFORCEMENT OFFICER"** means a peace officer
- (d) **"LICENSE OFFICER"** means a person who is employed by the City of Cedar Rapids and who is working in the Code Enforcement Division.
- (e) **"OWNER"** means any one or more persons, jointly or severally, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, and may include a mortgagee, guardian, administrator of an estate, or receiver in possession.
- (f) **"OWNER-OCCUPIED RENTAL UNIT"** means a rental unit that is occupied in whole or in part by an owner.
- (g) **"PERSON"** means the same as defined in Section 1.02 of this Code.
- (h) **"PREMISES"** means a dwelling unit and the structure of which it is a part and facilities and appurtenances of it and grounds, areas and facilities held out for the use of tenants generally or the use of which is promised to tenants,
- (i) **"RENTAL UNIT"** means any dwelling unit or residential structure containing sleeping units; including, but not limited to hotels, motels, bed and breakfast establishments, boarding houses, or sleeping rooms, which is leased or rented from the owner or other person in control of such units, to any tenant, whether by day, week, month, year or any other term.
- (j) **"RESPONSIBLE LOCAL AGENT"** means a person residing in the State of Iowa or a real estate management firm with an office located in the State of Iowa who are capable or responsible for management of dwelling or rental unit and can respond to issue regarding dwelling or rental units within 24 hour period and has been delegated responsibility and authority to do so by the Owner.
- (k) **"TENANT"** means a person entitled to temporary use and occupation, to the exclusion of another, of a dwelling or rental unit.
- (l) **"CITY"** means the City of Cedar Rapids, Iowa, and includes as the context indicates, the City's Code Enforcement Division, Department of Finance, Community Development, Civil Rights Commission or other entity that the City has designated to perform a function on its behalf.
- (m) **"LANDLORD LICENSE"** means a license issued by the City to a Landlord that authorizes person to rent a dwelling or rental unit to a tenant or other occupant.
- (o) **"APARTMENT HOUSE"** means a structure containing three or more dwelling units.
- (p) **"NUISANCES" "NUISANCE PROPERTY"** means the same as set forth in Chapter 22 of this Code and as defined in the Crime Free Lease Addendum / Agreement contained in this Chapter.

§ 29.04 LICENSE REQUIREMENT.

- (a) No person shall lease, rent, or otherwise allow a dwelling unit or rental unit to be occupied, without a valid **(Landlord)** License obtained from a Licensing Officer as designated by the Code Enforcement Manager/Director (Building Official) under the provisions of this Chapter.
- (b) In order to be granted a Landlord License an applicant must register all rental unit(s) for which the applicant is the Owner of Local Agent by completing and filing a current permit registration form either on-line or in paper form with the City's Licensing Officer, as provided in this Chapter, and paying all fees required by this Code.
- (c) The requirements to the receipt of a Landlord License include:
 - 1. All requirements of Section 29.06 pertaining to inspections are met;
 - 2. All fees for the registration of the rental units(s) and License shall be paid in full;
 - 3. All judgments in the City's favor and against the applicant have been paid in full;
 - 4. The applicant provides the Licensing Officer the name(s), address and telephone number (s) of the individual(s) responsible for the maintenance and management of the registered premises.
- (d) Issuance of License. If the Licensing Officer concludes as a result of the information contained in the application that the requirements for a Landlord License have been met, then the Officer shall issue the Landlord License.
- (e) A Landlord License fee shall be established by resolution per Section 29.09 of this Ordinance.
- (f) Denial, suspension, revocation, non renewal. The Licensing Officer or Building Official may revoke, suspend, deny or decline to renew any Landlord License or Rental Unit Registration issued under this section for any of the following grounds. Order of Precedence as outlined in Section 29.04.g shall be guiding principle for gaining compliance when no emergency of health and safety exists:
 - (1) False statements on any application or other information or report required by this section to be given by the applicant or licensee.

- (2) failure to pay any application, penalty, re inspection or reinstatement fee required by this section or City Council Resolution
- (3) Failure to correct deficiencies noted in notices of violation in the time specified in the notice
- (4) Failure to comply with the provisions of an approved mitigation/remediation plan by the Building Official or designee.
- (5) Failure to comply with the provisions of Title VIII of the Fair Housing Act of 1968 (as amended)
- (6) Allowing rental units to be occupied in a disorderly manner or failing to take reasonable and effective remedial action when disorderly conduct occurs. For the purpose of this subsection, a premise is disorderly when activities are allowed by the Landlord or Operator to continue violating the "Crime Free Lease Agreement" without any notable or reasonable effort to abate the nuisance(s) by such owners.

(a) Upon decision to revoke, deny or not renew a license, no new application for a Landlord License from the applicant or Licensee for the same dwelling or rental unit, or apartment house will be accepted for a period of one (1) year from the date of the decision. After the one (1) year period has expired, the Landlord may reapply but it does not constitute an automatic approval of that license depending on the specifics of the case. Further denials may follow the established appeal procedures if the applicant so chooses.

(b) A decision to revoke, suspend, deny or not renew a license or rental registration shall be in writing, delivered by ordinary mail to the address indicated on the application or license, and shall specify reasons for the action. Until such license is reissued or reinstated, no rental units held by the licensee or the actual rental unit in question may continue to be occupied or rented.

- (7) Failure to implement the Crime Free Agreement as outlined by this ordinance on all new and renewal lease agreements.

(g) Appeals. No Landlord License may be denied, suspended, revoked, or not renewed without notice and an opportunity to be heard is given the applicant or holder of the Landlord License. In any instance where the Licensing Officer has denied, revoked, suspended, or not renewed a license, the applicant or holder of the landlord License may appeal the decision to the Housing Appeals Board or its equivalent by delivering notice of appeal within ten (10) business days of receipt by the applicant or holder of the Landlord License of the notice of the decision. The applicant or licensee will be given an opportunity for a hearing before the Appeals Board. The decision of the Appeal Board or any decision by the Licensing Officer which is not appealed in accordance to this Chapter shall be deemed final action.

(h) Order of Precedence to revoke, suspend, deny or not renew a Landlord License.

- (1) First course of Action - Rental Unit Registration(s) shall be revoked, suspended, denied or not renewed if an owner allows a specific property or properties to remain a nuisance or otherwise illegal and have failed to take responsible, reasonable and verifiable actions on a timely basis to remediate the violation(s).
- (2) Second course of Action – Landlord / Operators License shall be revoked suspended, denied or not renewed if an owner allows repeated violations to occur and continues to allow rental unit(s) to remain a nuisance or otherwise illegal and have failed to take responsible, reasonable and verifiable actions on a timely basis to remediate those violation(s).

§ 29.05 RENTAL REGISTRATION PERMIT

No person shall lease, rent, or otherwise allow a rental unit within the City to be occupied without first obtaining a rental registration permit from the City and designating responsible local agent. Permits shall be valid for a period of one year. All dwelling or rental units must be registered annually as outlined in this ordinance.

(a) Registration Forms. Registration shall be made upon forms furnished by the City and shall require all of the following information.

- (1) The name of the apartment house or complex, if any;
- (2) The street address and block and lot number of the rental unit(s);
- (3) The year originally built or replaced
- (4) The number and types of rental units within the rental property;
- (5) The number of bedrooms and bathrooms in each unit
- (6) The maximum number of tenants permitted for each rental unit in accordance to the adopted International Property Maintenance Code or other applicable codes;
- (7) The name, address, telephone number and where applicable an E-mail address, mobile telephone number, and facsimile number of the person or agent authorized to collect rent from the tenants;
- (8) A copy of a current valid occupancy permit for the property shall be provided at the initial application if available but shall not be necessary in the event of a transfer of property.
- (9) Apartment Houses – All rental units contained within an Apartment House may be registered on one registration

form by listing individual addresses if all other required information is the same.
(10) Crime Free Lease Agreement shall be valid for the life of the lease. All new and renewal of leases shall be required to obtain the Crime Free Lease Addendum / Agreement between the Landlord and Tenant.

(b) Accurate and Complete Information. All information provided on the registration form must be accurate and complete. No person shall provide inaccurate information for the registration of a rental unit. Failure to provide the information required for such registration shall be grounds for denial. The registration form shall be signed by the Owner of the designated Responsible Local Agent, where applicable. When the Owner is not a natural person, the owner information shall be that of the president, general manager or other chief executive of the organization. When more than one person has an ownership interest, the required information shall be provided for each Owner on the registration form.

(c) Change in Registration Information or Transfer of Property.

- (1) Whenever there is a change in the information required for a Permit, the Owner or Responsible Local Agent must re-register within thirty (30) calendar days after any change occurs and the permit is either amended or a new permit is to be issued.
- (2) If the rental unit is sold, assigned, or otherwise transferred, the rental unit must be re-registered within thirty (30) days.
- (3) The Owner shall notify the Code Enforcement Division of any change in the designation of the Responsible Local Agent including a change in name, address, E-mail address, telephone number, mobile telephone number or facsimile number of the designated registered local agent within thirty (30) business days of the change.
- (4) The Owner shall notify the Code Enforcement Division of a change in the lien-holder or a change in the functional design characteristics of the rental unit or the maximum number of tenants permitted for each rental unit as regulated by adopted building/life safety codes shall require inspections accordingly and a new certificate of compliance issued.

(d) Registration Term and Renewals.

- (1) A Rental Registration permit shall be valid for one (1) year. All Permits shall expire on July 1st of each year. The Owner shall re-register each rental unit with the City, within 31 calendar days after the expiration of the Permit of the rental unit (August 1st of each year will be the deadline for renewals) or the first business day in August each year.
- (2) In the event there is verifiable evidence of landlord hardship, registration extensions may be granted by the building official up to thirty (30) calendar days after the submittal deadline as noted in Section 29.05.(d).(1).
- (3) Failure to register rental units by the deadline per Section 29.05. (d). (1) shall be assessed a double registration fee.
- (4) Failure to register Rental Units by September 1st or the first business day in September shall be assessed an additional penalty per Section 29.12 for each month that the violation exists thereafter and shall be subject to further action as outlined in Section 29.04.
- (5) Annual renewal of rental unit registrations may be expedited by submitting a City provided affidavit form that affirms there are NO CHANGES to / from the previous year registration information. This information must be reviewed by the Owner, Owners Agent, Landlord, or Operator before submitting the renewal affidavit. Submitting a false affidavit will be subject to the provisions of Section 29.04 and 29.12.

(e) Responsible Local Agent. The designated responsible local agent shall be responsible for all of the following:

- (1) Operating the registered rental unit in compliance with all applicable City ordinances;
- (2) Providing escorted access to the rental unit for the purpose of making any and all inspections necessary to ensure compliance with the applicable City Ordinances;
- (3) Maintaining a list of the names and number of occupants of each rental unit for which he or she is responsible and providing Crime Free Agreement documentation upon request per incident;
- (4) Accepting all legal notices or services of process with respect to the rental unit.

§ 29.06 INSPECTIONS.

- (a) **Basis for Inspections.** Rental units may be inspected to ensure compliance with the standards of this Chapter based upon one (1) or more of the following.
 - (1) Information received by the City of Cedar Rapids, indicating that there is a violation of provisions of this Code, or any state law;
 - (2) An observation made by any peace officer employee of the Code Enforcement Division or any fire safety inspector for the City of a possible violation of the standards or the provisions of this Code or any state law;
 - (3) Information that rental unit that is unoccupied and unsecured or that rental unit is damaged by fire, water, mold, or other causes detrimental to the structure;

- (4) The need to determine compliance with a notice or an order issued by the city;
- (5) A public health safety or welfare emergency observed or reasonably believed to exist;
- (6) A request for an inspection by the Owner or a tenant. Note: If a non emergency inspection is requested by a tenant, then a fourteen (14) calendar day notice shall be given to the Owner before conducting the requested inspection.
- (7) In instances where a dwelling is to be demolished by the City or where ownership is to be transferred to the City.

(b) Inspection Procedures.

- (1) Following an inspection as provided for by this Chapter, if the Code Enforcement Division has determined that a rental unit is in compliance with this Code and state law, the Officer shall issue a Certificate of Compliance. The certificate shall be valid for a period of five (5) years from the date of the issuance of the Certificate, subject to further inspections made pursuant to Section 29.06(1).
- (2) If, upon completion of an inspection, the unit is found to be in violation of one or more provisions of applicable City and State codes, the City shall provide the Registered Local Agent and/or Owner with written notice of such violations. The Code Enforcement Division shall set an initial inspection date within no less than thirty five (35) calendar days to allow the violation to be corrected. If a violation has been corrected within that period, the inspection required for issuance of a certificate of compliance and rental permit shall be satisfied and a Certificate issued. If a violation has not been corrected within that period, the Code Enforcement division shall schedule a final re-inspection within no less than fourteen (14) calendar days after the initial re-inspection. A re-inspection fee shall be charged. No certificate of compliance and/or rental permit sticker/decals will be issued for rental units that do not meet the requirements of this Code or state law.
- (3) The City shall notify the Owner or Responsible Local Agent in writing of the basis of any inspection. In the event that the basis is of an emergency nature, as determined by any City of Cedar Rapids, Code Enforcement Division immediate compliance with the Code will be required. If the basis is not of an emergency nature, the Owner will be given a reasonable period of time as determined by the Code Enforcement Division, to correct such violation, after which a re-inspection will be required.
- (4) If upon inspection, no violation is found to exist, no inspection fee will be assessed for the rental unit determined to be in compliance.
- (5) Where a re-inspection must be made to ensure compliance with this Code for those rental units that have been issued violation notices, a separate inspection fee for every inspection will be charged only when the violation has not been abated or corrected. This fee may not be waived.
- (6) If an inspection is scheduled and the Owner or Responsible Local Agent fails to appear, an inspection fee shall be assessed against the Owner and/or the Responsible Local Agent, and no inspection shall be completed until the inspection fee is paid in full.
- (7) Access to property for inspection shall be made in accordance with State and Federal laws accordingly.
- (8) Rental units with a current Certificate of Compliance must be registered in accordance to this Chapter but shall not be subject to any inspections except as otherwise allowed by this Chapter.

§ 29.07 POSTING OF THE RENTAL PERMIT OR NOTICE OF NON-COMPLIANCE.

- (1) The Rental Permit shall be displayed conspicuously on the outside electrical service panel door of each rental unit at all times;
- (2) Address numbers shall be clearly posted on the building in accordance to adopted codes and on the electrical meter box and gas meter of each rental unit of apartment houses where it is not clearly obvious which unit they serve.
- (3) If the owner does not comply with this Chapter a notice of non-compliance may be placed on the building in a manner determined by the Building Official or designee.

§ 29.08 VOLUNTARY INSPECTIONS AND CERTIFICATE OF COMPLIANCE

- (1) The City will issue a Certificate of Compliance for any rental unit upon request by the Owner providing that the rental unit meets all the requirements for a Certificate. The Owner shall pay the fee for such inspection prior to issuance of the Certificate.
- (2) The certificate of Compliance shall indicate the date of inspection and contain any other information as determined by the Building Official of the Code Enforcement Division.
- (3) Unless a rental unit is re-inspected, the Certificate of Compliance shall be valid for a period of five (5) years.
- (4) The City shall maintain no liability in regards to the certificate of compliance.

§ 29.09 FEES.

- (1) The City Council shall establish by Resolution the fees necessary for the implementation of the Chapter including fees and penalties for Landlord Licenses, Rental Registrations, and Inspections.
- (2) If an inspection is initiated pursuant to Section 29.06(a) and no violation is found to exist, no inspection fee will be assessed.
- (3) In circumstances where re-inspection must be made to establish conformity with this Chapter a separate inspection fee will be assessed for every inspection when it is found that the violation has not been abated or corrected.
- (4) A new Landlord License per Section 29.04 and applicable fee(s) shall be assessed to the reinstatement of a previously revoked Owner / Operator Landlord License after the required waiting period per Section 29.04.6.a of this Ordinance.

§ 29.10 MAINTENANCE OF RECORDS.

- (1) All records, files and documents pertaining to the Rental Registration and Licensing and Rental Unit Inspections shall be maintained by the City and all or portions of such documents shall be made available to other appropriate City Departments and the public in accordance with the applicable provisions of Iowa law.
- (2) Portions of the records that are not subject to FOIA (Freedom of Information Act) and contain what is considered sensitive personal information shall be kept confidential by the City and periodically destroyed in accordance with any applicable laws.

§ 29.11 INITIAL IMPLEMENTATION.

- (1) Rental Permit Registrations and Landlord Licenses must be completed and the fees paid in full no later than October 31st, 2010.
- (2) Rental units shall be inspected every five (5) years pursuant to current schedules maintained by the Code Enforcement Division. All rental units must be registered regardless of current inspection schedule.
- (3) Registration extensions may be granted by the building official up thirty (30) calendar days after submittal deadline as noted in Section 29.11.(1) in the event there is verifiable evidence of landlord hardship.
- (4) Fees and inspection schedules in effect as of the date of this ordinance becomes effective shall remain in effect however long the remaining time is left on the current 5 year cycle.

§ 29.12 PENALTY.

Violations of any term or provision of this Chapter may be punished as set forth by Resolution in Sections 29.09 of this Code.

- (1) Continued violation(s) of this Chapter for non-compliance may result in Municipal Infractions, citations issued and further actions to suspend, revoke, deny license and or rental unit registration as prescribed in § 29.04.
- (2) Violation correction procedures as prescribed in Section 106 and 107 of the adopted International Property Maintenance Code shall be followed unless otherwise amended by this or other provisions of the City of Cedar Rapids Municipal Code.

§ 29.13 Intentionally Left Blank

§ 29.14 TENANT RESPONSIBILITY

Tenant to maintain dwelling unit. The tenant shall:

- (1) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- (2) Keep that part of the premises that the tenant occupies and uses as clean and safe as the condition of the premises permit.
- (3) Dispose from the tenant's dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner.
- (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits.
- (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including elevators in the premises.
- (6) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises or knowingly permit a person to do so.
- (7) Act in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

§ 29.15 INTERNATIONAL PROPERTY MAINTENANCE CODE 2009 Edition (IPMC).

Paragraph 1. Except as hereinafter modified, the International Property Maintenance Code, 2009 Edition (hereinafter to be known as the IPMC), as published by the International Code Council, Inc. is hereby adopted. The IPMC is on file in the office of the City Clerk of Cedar Rapids, IA.

Paragraph 2.

- a. Section 101.1 of the IPMC is hereby deleted and enacted in its place a new Section 101.1 as follows:**

101.1 Title. These regulations shall be known as the International Property Maintenance Code of the City of Cedar Rapids, Iowa, hereinafter referred to "this code."

- b. Section 102.2 of the IPMC is hereby deleted and enacted in its place a new Section 102.2 as follows:**

102.2 Maintenance. Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner's designated agent shall be responsible for the maintenance of buildings, structures and premises. Exception 1. Owner or Owner's Agent shall by agreement allow the occupant to perform the duties specified herein. All refrigerators, stoves and ranges shall be maintained in safe working condition.

- c. Section 102.3 of the IPMC is hereby deleted and enacted in its place a new Section 102.3 as follows:**

102.3 Application of Other Codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Fuel Gas Code, International Mechanical Code and NFPA 70.

- d. Section 102.6 of the IPMC is hereby deleted and enacted in its place a new Section 102.6 as follows:**

102.6 Historic Buildings. Historic buildings or structures shall comply with this code and Chapter 18 of the Municipal Code. Where differences occur between the provisions of this code and Chapter 18, the specific applicable provision of Chapter 18 of the Municipal Code shall apply.

- e. Section 103.1 of the IPMC is hereby deleted and enacted in its place a new Section 103.1 as follows:**

103.1 General. The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the code official. This department shall be known as Code Enforcement Division of Cedar Rapids, IA Department of Housing" and hereinafter referred to as "CED."

- f. Section 103.5 of the IPMC is hereby deleted and enacted in its place a new Section 103.5 as follows:**

103.5 Fees. The City Council of Cedar Rapids, Iowa may by resolution prescribe fees for activities and services performed by personnel of the Code Enforcement Division or the Building Official's designee. Fees shall be paid prior to the issuance of the Certificate of Compliance.

- g. Section 104.2.2 of the IPMC is hereby enacted as a new Section 104.2.2 as follows:**

104.2.2 Regular Rental Inspection. Inspections of rental property, rental units and the common areas thereof shall be inspected in accordance with a program of regular rental inspections every 5 years, or as deemed necessary by the code official.

h. Section 107.2 of the IPMC is hereby enacted with a new subsection 107.2.7 as follows:

107.2.7 Be effective notice to anyone having interest in the property whether recorded or not at the time of giving such notice and shall be effective against any subsequent owner/operator of the premises as long as the violation exists and there remains an official copy of the notice in a public file maintained by the Codes Enforcement Division Housing.

i. Section 107.3 of the IPMC is hereby deleted and enacted in its place a new Section 107.3 as follows:

107.3 Method of service. Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally or if not found by leaving a copy thereof at his/her usual place of abode or employment, with a person residing in the same abode who is at least 18 years old, or working at the same place of employment;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.
4. In the event that more than one person has to be served under this code, failure to serve one or more such additional persons does not affect the service on the person served.

j. Section 108.5.1 of the IPMC is hereby enacted as a new Section 108.5.1 as follows:

Section 108.5.1 Access to Placarded Property. Access to a placarded property is only allowed with written approval of the code official. Such written approval will specify the person or persons who are allowed access to the property and the hours access is allowed.

k. Section 111.1-117 of the IPMC is hereby deleted and enacted in its place a new Section 111 as follows:

111.1 Appointment. There is hereby established a board to be known as the Housing Board of Appeals, which consists of 7 members appointed by the Mayor with the advice and consent of the City Council. The members of the Board shall be appointed for 3-year terms, with any successive appointment for a 3-year term following the expired term. Any one of more members of such Board shall be subject to removal or replacement by the City Council at any time for cause after a public hearing before the City Council. Vacancies on such Board shall be filled by the appointing authority for the unexpired term of such vacancy. The members of such Board shall serve without compensation and shall be residents of the City of Cedar Rapids, Iowa.

111.1.2 Officers of the Board shall be elected by the members at the annual meetings of the Board.

111.1.3 All appeals and requests to the Board shall be filed with CED to the attention Housing Code Department.

111.2 Procedure. The Housing Board of Appeals shall establish its own rules of procedure for accomplishment of its duties and functions provided that such rules shall not be in conflict with the provisions of this code and the laws of the state of Iowa. Copies of the rules of procedure adopted by the Board shall be made available to the public by the Housing Inspector.

111.3 Meetings. The Board shall meet at regular intervals to be determined by the Chairperson but, in any event, the Board shall act upon the appeal within 20 business days after a request for a hearing has been received in the office of CED the Housing Code Administrator. Reasonable notice of the place, time and date of such meeting shall be given to all members of the Board and all interested parties in each case to be heard by the Board.

111.3.1 Open Hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less than two-thirds of the board membership.

111.4 Minutes. Minutes of all meetings of the Housing Board of Appeals shall be prepared and maintained as part of the public record.

111.5 Appeals. Any person or persons adversely affected by any written notice or order of the Housing Inspector may appeal to the Housing Board of Appeals. An appeal fee as set by Council resolution shall accompany each appeal.

111.5.1 Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 35 days of the date of the initial notice of violation or order under this code. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

111.6 Waiver. Failure of any person to file an appeal request in accordance with the provisions of this code shall constitute a waiver of his/her right to an administrative hearing and adjudication of the notice or order, or to any portion thereof.

111.7 Decisions. The Board of Appeals shall not have the authority to waive requirements of this code.

111.8 Extension of Time. In lieu of or in addition to administrative extensions, the Housing Board of Appeals may grant an extension or extensions of time of the compliance of any order or notice; provided that the Board makes a determination that there are practical difficulties or unnecessary hardships in carrying out the strict letter of any notice or order.

111.9 Petition for Certiorari. Any person or persons, jointly or severally, aggrieved by any decision of the Housing Board of Appeals under the provisions of this chapter, or any officer, department, board, or bureau of the municipality, may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within 30 days after the filing of the decision of the office of the Board.

I. Section 113 of the IPMC is hereby enacted as a new Section 113 as follows:

113 Certification.

- (a) Certificate of Compliance. A certificate of compliance shall mean a document which shows that the unit or units for which it is issued was in compliance with the applicable provisions of this code at the time of the last inspection. The certificate shall be automatically transferred from one owner or operator to another. Rental Unit Registrations do not transfer from one owner or operator to another. The date of issuance of a new certificate of compliance shall be the date of the initial inspection of the property as required by Section 104.3.2. A certificate of compliance shall state the date of last inspection, the address of the structure to which it is applicable and the type or classification of the dwelling.
- (b) Disclaimer. A certificate of compliance shall in no way signify or imply that the premises for which it is issued is in conformance or compliance with the Fire, Building or Zoning Code of the City of Cedar Rapids, Iowa.
- (c) Registration. Each owner of rental property subject to the provisions of this chapter shall register the same with the office of the Housing Code Administrator within 30 days of transfer of title or possession of such property. It shall be the responsibility of the owner, of the rental property to inform the office of the Housing Code Administrator of any change in address for the purposes of conducting business and communicating with the office of the Housing Code Administrator. The owner or operator shall then be issued a certificate of registration acknowledging registration of the rental unit only, and specifically stating that such certificate does not indicate that the property / unit meets the requirements of the Cedar Rapids Housing Code. No person shall rent, lease or let for occupancy any dwelling unit or rooming unit unless the rental property / unit have been registered as above provided and properly licensed as a Landlord in the City of Cedar Rapids. The Housing Code Administrator will provide the registrant with a certificate of registration within 30 days of such registration. A registration fee as set by Council resolution shall accompany such registration form.
- (d) Certificate of Compliance. The City of Cedar Rapids shall issue a certificate of compliance which shall be obtainable from the office of the Housing Code Administrator when:
 - 1. There exists a certificate of registration on file with the office of the Housing Code Administrator;
 - 2. It has been determined by the Code Enforcement Division or Housing Inspector that the provisions of this code have been complied with by the owner or operator; and

3. Inspection fees, the amount of which shall be determined by resolution of the City Council of Cedar Rapids, has been received by the Codes Enforcement Division Housing Dept. The certificate, if withdrawn, shall be restored only upon a re-inspection showing compliance with this code and any additional fees due are paid in full.
 4. Additionally, when a certificate of occupancy is issued by the City of Cedar Rapids Codes Enforcement Division for new construction or comprehensive rehabilitation of a dwelling containing one or more units, the Housing Code Administrator shall issue a certificate of compliance upon registration of the property.
- (e) Certificate of Compliance Required. It shall be a violation of this code for any person to let to another for rent and/or occupancy any dwelling unit or rooming unit (except a rooming unit or units located within an owner-occupied, single family dwelling or condominium or COOPERATIVE containing no more than 2 roomers) unless the owner or operator holds a valid rental Certificate of Compliance, a current Landlord License and Rental Unit Registration.
 - (f) Validity of Certificate of Compliance. A certificate of compliance shall be valid during the term of the inspection cycle unless suspended as set forth below.
 - (g) Suspension of Certificate of Compliance. The Housing Code Administrator shall suspend a certificate of compliance if the owner or operator has not complied with a notice of code violation. The Administrator shall issue a notice of suspended certification to the owner or operator that includes the following information:
 1. That the certificate of compliance has been suspended as of the date of the notice;
 2. The reason for the suspension;
 3. That any rental unit that is vacant at the time of suspension or which becomes vacant during the period of suspension shall not be rented or reoccupied until the certificate of compliance is reinstated or a new certificate of compliance is issued;
 4. That failure to comply with the terms of suspension, as set out in this section, shall be a violation of this code;
 5. That suspension of a certificate of compliance may be appealed to the Housing Board of Appeals as provided for in Section 111 of this code.
 - (h) Reinstatement of Suspended Certificate of Compliance. The Housing Code Administrator will reinstate a suspended certificate of compliance after a regular inspection has been completed, fees have been paid, and the rental property / unit has been brought into compliance with the applicable standards of this code. Reinstatement of the certificate shall not extend or change the next inspection date of the certificate.
 - (i) Notice on Sale of Dwelling. Every person owning a rental property / unit under this chapter and offering such property for sale shall inform a prospective buyer of the following:
 1. Current status of the certificate of compliance;
 2. Any notice regarding violations of the housing, nuisance and or zoning codes that are outstanding due to failure to correct violations;
 3. Full information regarding any court action presently filed against the property along with other required disclosure items in accordance to applicable real estate laws.

m. Section 201.3 of the IPMC is hereby deleted and enacted in its place a new Section 201.3 as follows:

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code*, *International Fire Code*, *International Plumbing Code*, *International Mechanical Code* or the *ICC Electrical Code*, such terms shall have the meanings ascribed to them as stated in those codes.

n. Section 202 of the IPMC is hereby deleted and enacted in its place a new Section 202 as follows:

ANCHORED. Secured in a manner that provides positive connection.

APPROVED. Approved by the code official.

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for occupancy.

CONDOMINIUM. Condominium shall mean a dwelling unit which is in compliance or conformance with the requirements of Chapter 499B of the Code of Iowa.

COOPERATIVE. Cooperative shall mean a dwelling unit which is in compliance or conformance with the requirements of Chapter 499A of the Code of Iowa.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

[B] DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above a said lot or lots.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

EXTERMINATION. The control and elimination of insects, rats or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, trapping or by any other approved pest elimination methods.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

HOUSEKEEPING UNIT. A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LET FOR OCCUPANCY OR LET. To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or structure.

OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest elimination methods.

PREMISES. A lot, plot or parcel of land, easement or public way, including any structures thereon.

PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

[B] SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

STRUCTURE. That which is built or constructed or a portion thereof.

SUPPLIED. Supplied shall mean paid for, furnished by, provided by or under the control of the owner or operator.

TENANT. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space on the same lot with a structure.

- o. Section 302.4 of the IPMC is hereby deleted and enacted in its place a new Section 302.4 as follows:**

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

- p. Section 303, Swimming pools, Spas and Hot Tubs, of the IPMC is hereby deleted.**

- q. Section 304.14 of the IPMC is hereby deleted and enacted in its place a new Section 304.14 as follows:**

304.14 Insect screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

- r. **Section 502.3 Hotels, of the IPMC is hereby deleted.**
- s. **Section 502.4 Employees facilities, of the IPMC is hereby deleted.**
- t. **Section 502.4 Drinking facilities, of the IPMC is hereby deleted.**
- u. **Section 602.3 of the IPMC is hereby deleted and enacted in its place a new Section 602.3 as follows:**

602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms.

Exceptions:

When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.

In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

- v. **Section 602.4 of the IPMC is hereby deleted and enacted in its place a new Section 602.4 as follows:**

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

Exceptions:

Processing, storage and operation areas that require cooling or special temperature conditions.

Areas in which persons are primarily engaged in vigorous physical activities.

- w. **Section 604.2 of the IPMC is hereby deleted and enacted in its place a new Section 604.2 as follows:**

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the adopted NFPA 70 National Electric Code.

- x. **Section 605.2.1 of the IPMC is hereby enacted as a new Section 605.2.1 as follows:**

Section 605.2.1 Location to Water Source.

605.2.1 All outlets located above and adjacent to work counters within 3 feet of a sink or water source shall be ground fault type.

- y. **Section 605.2 of the IPMC is hereby deleted and enacted in its place a new Section 605.2 as follows:**

605.2 Receptacles. Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle. Every bathroom and toilet room shall contain at least one "ground fault" type receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection.

- z. **Section 605.2.3 of the IPMC is hereby enacted as a new Section 605.2.3 as follows:**

605.2.3 All exterior outlets must be GFCI (Ground Fault Circuit Interrupter) protected with covers.

- aa. **Section 702.5 of the IPMC is hereby enacted as a new Section 702.5 as follows:**

702.5 All fire extinguishers shall be maintained in an operative condition at all times and shall be replaced or repaired when defective in accord with the Cedar Rapids Fire Code.

1. Single Family Structure (Rental). One 1A10BC fire extinguisher shall be provided in a properly mounted readily accessible location preferably located near an exit and near the kitchen.
2. Multifamily Structures. Shall provide one 1A10BC fire extinguisher for each dwelling unit properly mounted in a readily accessible location preferably

located near an exit and near the kitchen, or, for those structures with common corridors may provide one 2A10BC fire extinguisher on each occupied level within 75 feet of each dwelling unit extinguishers must be readily accessible to all occupants for which they are provided.

3. One 2A10BC fire extinguisher shall be provided in a properly mounted readily accessible location located on the same level, within 75 feet for each laundry room that is shared by 2 or more dwelling units.

Paragraph 3. One (1) copy of the 2009 Edition, International Property Maintenance Code (IPMC) is on file for review at the City of Cedar Rapids, Clerks Office as prescribed by law.

§ 29.16 CRIME FREE LEASE ADDENDUM / AGREEMENT.

All rental agreements commencing after the effective date of this ordinance, whether written or oral, concerning rental units that are subject of this Chapter shall include the attached Crime Free Lease Agreement. As a condition of any Landlord License granted hereunder, the Licensee shall produce any rental agreements as may be requested by the City to determine compliance with this requirement. A Crime Free Lease Agreement between the Landlord / Property Owner and the Tenant shall be required for all new leases and renewal of leases after the effective date of this ordinance. Existing leases do not require a Crime Free Lease Agreement.

- (1) Failure to produce the Crime Free Lease Addendum / Agreement upon request by the City shall result in assessment of penalties per sections 29.09 and 29.12 of this ordinance.

Section 2. SEPARABILITY OF PROVISIONS.

It is the intention of the Council that each section, paragraph, sentence, clause, and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance nor any part thereof other than that affected by such decision.

Section 3. This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

Section 4. The changes as provided in this Ordinance shall be made a part of the replacement pages of the Municipal Code, City of Cedar Rapids, Iowa, and made a part of said Code as provided by law.

Section 5. All ordinances or parts of ordinances in conflict with any provision of this Ordinance are hereby repealed.

Introduced this _____ day of _____, 2010

Passed this _____ day of _____, 2010

_____, Mayor

Attest:

_____, City Clerk

CITY OF CEDAR RAPIDS
Crime Free Lease Addendum / Agreement
Keeping Illegal Activity off Rental Property

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner/Manager and Resident agree as follows:

Resident, any members of the resident's household or a guest or other persons affiliated with the resident:

1. Shall not engage in, nor permit the dwelling unit to be used for, any act intended to facilitate criminal activity regardless of whether the individual engaging in such activity is a member of the household, or a guest (any criminal act as defined in the criminal sections of the U.S. Code, Code of Iowa statutes and the Code of Cedar Rapids ordinances)
2. Shall not create, nor permit others as specified above to create, a "...clear and present danger to others," on or within 1000 feet of the specified property as defined in Chapter 562A.27A of the code of Iowa; including: assault or threat of an assault including, but not limited to, the unlawful discharge of a weapon and threatening or intimidating of others, as prohibited by Chapter 708 of the Code of Iowa; illegal use of a firearm or other weapon, the threat to illegally use a firearm or other weapon, or possession of an illegal firearm as prohibited by Chapter 724 of the Code of Iowa or Chapter 63 of the Code of Cedar Rapids; nor engage in drug-related criminal activity, including "...the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance" (as defined in the Uniform Controlled Substances Act, Chapter 124, of the Code of Iowa; and Chapter 62.33, Disorderly House and Chapter 57, Drug Paraphernalia, of the Code of Cedar Rapids).
3. Shall not engage in any illegal activity, including prostitution as defined by Chapter 702.15 of the Code of Iowa and Chapter 62.33, Disorderly Houses, of the Code of Cedar Rapids; criminal street gang activity as defined in Chapter 723A of the Code of Iowa; on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in Chapter 716 of the Code of Iowa.
4. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR THE IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.
5. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
6. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident (all adults residing at this dwelling unit).

_____ Date: _____
#1 Resident Signature

_____ Date: _____
#1 Resident Print Name

_____ Date: _____
#2 Resident Signature

_____ Date: _____
#2 Resident Print Name

_____ Date: _____
#3 Resident Signature

_____ Date: _____
#3 Resident Print Name

_____ Date: _____
#3 Resident Print Name

_____ Date: _____
Property Manager/Owner's Signature

Property Name/Location

SCHEDULE OF HOUSING INSPECTION SERVICES FEES
EFFECTIVE Month Day, 2010
(Option 2)

Landlord/Owner License – One time Fee (section 29.04 & 29.09)..... \$50.00

Annual Rental Registration Fee

Single-family Dwelling or Owner-occupied Duplex \$30.00

Duplex (both units rental) \$30.00

Multiple Dwelling-3 or more units (structure plus per unit fee) \$25.00

Dwelling/rooming Unit * \$8.00

* This fee shall not apply to owner-occupied dwelling units within multiple dwellings.

First Reinspection

There shall be no fee charged for the first reinspection of a property found in violation of the Housing Code.

Second and Subsequent Reinspections

The following reinspection fees shall be due the City of Cedar Rapids for the second or subsequent reinspections of a property found in violation of the Housing Code.

Single-family Dwelling or Duplex..... \$100.00

Multiple Dwelling-3 or more units \$100.00

Trip Fee

The following trip fee shall be due the City of Cedar Rapids for failure of the property owner to provide a housing inspector complete access to the property for purposes of carrying out a scheduled initial inspection or reinspection.

Single-family Dwelling, Duplex or Multiple Dwelling..... \$75.00

Penalty

Failure to obtain a License or Register Rental units per sections 29.04 and 29.05 shall be punishable per section 29.12 in the amount not to exceed one thousand dollars for each calendar month after properly served notification per section 107.3 of the IPMC as amended.....\$1000.00

Housing Code Appeal

The filing fee (per structure) for an application to the Housing Code Board of Appeals is as follows:

Application (one item)	\$30.00
Each additional application for the same structure (per item)	\$5.00

Crime Free Lease Addendum/Agreement

Section 29.16. Penalty shall be assessed as follows:

1 st Offense.....	\$100.00
2 nd Offense.....	\$200.00
3 rd and Subsequent.....	\$500.00

Valid Complaint Inspection Fee

If the violation(s) are found valid on the scheduled inspection date.....\$100.00

Reinstatement Fee

Suspended or Revoked License.....\$250.00

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FILL—Flood Impacted Landlords



Caption describing picture or graphic.

representing flood impacted landlords. The group, now formally named (FILL - Flood Impacted Landlords), is a continuation of the grass-roots efforts of the CRSBRG in conjunction with Landlords of Linn County in supporting the needs of flood impacted landlords in Cedar Rapids and the surrounding areas.

landlords have been largely been ignored during the 16 months. Delays and eligibility requirements associated with current CDBG funding have left many landlords unable to rebuild.

Those interested in additional information, may contact FILL by email - fill@q.com. Interested individuals should include their name and other contact information including mailing address and phone number for periodic updates regarding FILL activities.

Contact: Mari Davis, representative from CRSBRG - FILL (fill@q.com) RentalSolutions/Home Locators (319)364-8478 or 373-1553

The Cedar Rapids Small Business Recovery Group (CRSBRG) announced Wednesday, October 14, 2009, the expansion of the originally formed subgroup

It is estimated 50 per cent of all flood impacted housing in Cedar Rapids is owned by landlords, yet the needs of

City's Section 8 Housing Offers Path to Homeownership

Generally associated with providing rent assistance, the City of Cedar Rapids' Section 8 Housing Choice Voucher Program also offers eligible families the opportunity to become homeowners. So far in 2009 there have been three (3) families that have transitioned from being a renter to a homeowner. This transition was made possible in part by the City's Section 8 Housing Program. As with all families who become homeowners for the first time, the stories of these three families vary. One of these families was kind enough to share their story:

Diane, a participant in the City's rent assistance program since 1998, had been thinking in recent years of

buying her own home. While renting had filled a need, she wanted to establish a permanent residence. By having such a residence, her family could have greater security and stability. The idea of homeownership also appealed to Diane in terms of having a place she could continue to live in during her retirement years.

In the last two years Diane, with assistance from the Family Self-Sufficiency staff, worked towards her goal of homeownership. Since Diane had maintained a good credit score over the years, her primary focus was to complete the required homeownership classes and continue to save money for the home purchase. On September 1, 2009,

the realization of Diane's goal became a reality. Diane and her family now reside in a home they can call their own, thanks in part to the Section 8 Housing Choice Voucher Homeownership Program.

If you have any questions about this program, please call the Cedar Rapids Housing Services Office at 286-5872.

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Our primary goal is to offer more benefits and tools to both our landlord and vendor members.

By harnessing current technologies we now offer a website for tenants to look for current properties "For Rent", and contact the owners.

Our website has become the place to find a unit for rent! Landlord members pay nothing for this service, only their annual membership!

Vendors have new opportunities to advertise not only to our landlords but to tenants visiting our website!

We are counting on you, our members to get the word out about our new website. We will by distributing attractive yard signs and directional signs to bring more tenants to your properties. Combine that



Do have an idea where to host a monthly meeting?

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with newspaper advertising and our website will be connected to social network sites like Facebook and Twitter!

As always we are open to any other ideas or feedback you might have.

Send your comments/ideas to:
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