

Title 8 – Building Regulations

Chapter 11 – Rental Housing License

Sections

- 8-11-1 Purpose, Warning, and Indemnification
- 8-11-2 Rental Facility License Required¹²²
- 8-11-3 Rental Facility License Issuance
- 8-11-4 Rental Facility Inspection
- 8-11-5 Rental Facility License Suspension
- 8-11-6 Rental Facility License Revocation
- 8-11-7 Rental Facility Standards
- 8-11-8 Change in License Application Information or Transfer of Property

8-11-1 Purpose, Warning, and Indemnification

A. Purpose

It is the purpose of this chapter to ensure that property owners, their agents and others, meet their responsibilities with respect to proper operation and maintenance of rental housing facilities and to provide for inspection as a means of compelling compliance therewith. It is not the purpose of this chapter to create any duty on the part of the city, its officers, agents, or employees, owing to any individual member of the public or to protect any particular or circumscribed class of persons. Specifically, it is not the intent of this chapter to create any duty or liability by the city, its officers, agents, or employees, to premises' occupants, owners, tenants, or any other person.

B. Warning

No person shall place reliance upon this chapter, any inspections performed or licenses issued pursuant to this chapter, as indicating the safety of or quality of construction of any particular premises. Neither this chapter nor inspections made pursuant thereto nor licenses issued are intended to assume the duty of any person to adequately construct and maintain a premises or provide a safe premises or to, in any way, indicate a decrease in the risk associated with the use or occupancy of any premises. A license issued pursuant to this chapter shall not in any way constitute a warranty or guarantee of the safety or quality of that premises.

C. Warning

The applicant for any Rental Facility License issued under this chapter, by making such application or registration, assumes and agrees to pay for all loss or damage to property whatsoever, and injury to or death of any person or persons whomsoever, including all costs and expenses incident thereto, however arising from or in connection with or related to the issuance of such Rental Facility License or the doing of anything thereunder, or the failure of such applicant, or the agents, employees or servants of such applicant or registrant, to abide by or comply with any of the provisions of this

DRAFT

chapter or any other ordinance of the city; and such applicant or registrant, by making such application or registration, forever indemnifies the city, its officers and employees and agrees to save it and them harmless from any and all claims, demands, lawsuits or liability whatsoever for any loss, damage, injury or death, costs and expenses, by reason of the foregoing even though acts or omissions of the city, its officers or employees may have caused or contributed thereto. The foregoing provisions shall be deemed to be a part of any license issued under this chapter whether expressly recited therein or not.

8-11-2 Rental Facility License Required

A. Requirement for Rental Facility License

No owner or operator shall rent, or offer for rent, any rental facility or rental unit for use in whole or in part for human habitation, unless a valid Rental Facility License exists for each rental facility or rental unit.

B. Penalties or Letting for Rent and/or Occupancy Without a Valid Rental Facility License

All residential Rental Facilities and Rental Units being let for rent and/or occupancy without a valid Rental Facility License with the City and fees paid may be ordered vacated and/or the owner shall be subject to a fine and/or municipal infraction, the amount of which shall be established by resolution of the city council and set out in Appendix D of this Code of Ordinances

8-11-3 Rental Facility License Issuance

A. Definition

“Rental Facility License” shall mean a license issued by the City of Muscatine for a structure containing one or more rental units subject to regulation under this Chapter, which, when issued, shall authorize the owner or operator to let the Licensed Rental Facility for rent, provided that all other provisions of this Code are complied with and remain complied with for the duration of the license.

B. Application Requirements

1. An application for a Rental Facility License required by this Code shall be made to the Community Development Department at least thirty days prior to initial occupancy as a rental property or at least thirty days prior to expiration of an existing Rental Facility License.
2. The Application shall be on such form and detail as prescribed by the Community Development Department.

C. Rental Facility License Fees

Rental Facility License fees shall be as set forth by resolution of the City Council and as set out in Appendix D to this Code of Ordinances.

D. Grounds for Issuance

The Community Development Department shall issue a valid Rental Facility License to an applicant once all of the following criteria has been met.

DRAFT

1. Submission of a complete application, accurately providing all request information, on forms provided by the Community Development Department.
2. Payment of fee set forth under Section 8-11-3(C).
3. The dwelling unit for which the Rental Facility License is being applied for passes the Rental Facility Inspection per the provisions of Section 8-11-4.

E. Period of Validity for a Rental Facility License

A Rental Facility License shall expire three year from the date which a complete application is submitted and the required fees have been paid.

8-11-4 Rental Facility Inspection

A. Appointments for Inspections

Appointments for inspections with the owner/agent of a rental facility shall be scheduled by the Community Development Department. The owner/agent may request the appointment to be rescheduled. However, the inspection shall be performed within thirty days of the original date.

B. Notice of Inspection

The owner/agent shall notify all tenants of the inspection in accordance with the state of Iowa uniform landlord and tenant law, Iowa Code chapter 562A.

C. Inspection of All Areas of a Rental Facility

All areas of each rental facility covered by this Chapter shall be inspected. Should access not be obtained to all areas, a reinspection must be scheduled and an additional fee may be charged for each subsequent reinspection in accordance with the established fee schedule in Appendix D to this Code of Ordinances.

D. Inspection Standards

Some how note if violations, based on other sections of City Code are found, the remedies and corrective actions established in set sections may apply

E. Notice of Failed Inspection and Order to Correct Violations

If the inspection determines that the rental facility is being maintained in violation of this chapter, the Community Development Department shall give notice of the violation to the owner(s) or authorized management agent of the rental facility. Such notice shall:

1. Be in writing;
2. Include a description of the real estate sufficient for identification;
3. Describe all violation(s) and remedial action(s) required.
4. State that work to correct all violations and all required remedial actions must be completed, dependent of the severity a nature of the violation(s) as follows:
 - a. **Imminent Life Safety:** requires immediate corrective action

DRAFT

- b. **Routine/normal maintenance:** must be complete within 45 days
- c. **Seriously deferred maintenance/medium-large project** - 90 days
- d. **Weather/seasonal dependent item - 180 days**

5. Reinspection statement;

- 6. Advise that if a violation still exists upon re-inspection, the Rental Facility License may be suspended and advise the potential fees and fines that may result from the suspension of a Rental Facility License.
- 7. Be mailed to the owner(s) of the rental facility or the authorized management agent designated by the application filed with the Community Development Department.

F. Extension to an Order to Correct Violations

- 1. An owners or authorized management agent's control they may request an extension of time to complete any action to correct a violation or complete a required remedial action that cannot be completed within the required thirty days from the issuance of such a notice under the provision of **Section 8-11-5(E)** because of weather constraints or extraordinary circumstances not of the owner(s) or authorized management agents making or are beyond the owner's or authorized management agent's control.
- 2. Such a request for an extension shall be made in writing the to the Community Development Department.
- 3. Approval of an extension to an order to correct violations may granted if the Community Development Department finds that:
 - a. Strict compliance with the deadline sets by the order to correct violations is impractical;
 - b. That the granting of such an extension does not violate the intent and purpose of City Code;
 - c. That granting the requested extension does not endanger the life, health, or safety of the occupants or the integrity of the structure.
- 4. Approval shall be made in writing and state:
 - a. What new deadline shall be.
 - b. What specific items the extension applies to
- 5. Upon the approval of a request for an extension to an order to correct violations, a provisional rental license will be issued which will expire upon the date set for completion of the repair(s) or remedial action(s) as **set out in the notice of approval of an extension request.**

G. Substandard Building

Any building or portion thereof, including any dwelling, dwelling unit, rooming unit, guest room, or the premises on which the same is located, in which there exists a violation of this Code to the extent that the violation endangers the life, limb, health, property, safety, or welfare of the public or the occupant(s) thereof shall be deemed and hereby is declared to be a substandard building, and notices and procedures shall comply with **Section 8-5-9, 8-5-10, 8-5-11, 8-5-12, 8-5-13, and 8-5-14.**

H. Other Rental Inspections

Rental facilities and units may be inspected on a more frequent basis to ensure compliance with this code based upon one or more of the criteria listed below, there shall be no charge to the rental facility license holder an inspection conducted as a result of these criteria. **Any inspection conducted for the following reasons** shall not fulfil the requirement for an inspection prior to issuance or renewal of a rental facility license as per Section 8-11-3(D)(3).

1. Information is received indicating that there is a violation of provisions of this Code, or any state or federal regulations;
2. An observation is made by a Government official of a possible violation of the standards or the provisions of this code or any state or federal laws;
3. Information is received indicating that a rental facility or rental unit is unoccupied and unsecured or that a rental unit is damaged by fire, water, or other causes detrimental to the structure;
4. A determination must be made whether there is compliance with a notice or an order issued by the Community Development Department;
5. A public health safety or welfare emergency is observed or is reasonably believed to exist;
6. A tenant makes a request for an inspection. If a tenant requests a nonemergency inspection, then the City of Muscatine shall give a written notice to the owner. Fourteen days after the written notification to the owner, an inspection may be conducted;
7. A property is declared a Dangerous or Unsafe Building or Structure pursuant to Section 9-3-3(R) of this Code of Ordinances; or
8. A property is declared a Substandard Building pursuant to **Section 8-5-9** of this Chapter.

DRAFT

8-11-5 Rental Facility License Suspension

A. Grounds for Suspension of Rental Facility License.

Suspension of the Rental Facility License is at the discretion of the Community Development Department. The Community Development Department may suspend a Rental Facility License where any of the following violations of City Code, and the Community Development determines that such violation is not creating imminent risk to the life and safety of the tenant of the unit or the public at large, and such violation is not a repetitive issue. The owner or agent of the affected property shall be notified in writing by certified mail of the license suspension.

1. Failure to pay any application, penalty, re-inspection, or reinstatement fee required by this Chapter as set out in Appendix D of this Code of Ordinances;
2. Failure to comply with the provisions of an approved mitigation/remediation plan by the Building Official;
3. Missed inspection.

B. How to get unsuspended

1. Resolution of issue causing suspension
2. Pay \$25 fee

C. If the Rental License has been suspended, for more than three months, the license shall be revoked.

D. Unit still legal to occupy.

8-11-6 Rental Facility License Revocation

A. Grounds for Revocation or Denial of Rental Facility License.

Revocation of the Rental Facility License is at the discretion of the Community Development Department. The Community Development Department may revoke or deny renewal of any Rental Facility License issued under this Subchapter where any of the following applies. The owner or agent of the affected property shall be notified in writing by certified mail of the license or registration revocation or denial.

1. False statements on any application or information or report required by this Subchapter to be given by the applicant, registrant, or permit holder;
2. Conviction or judgment of the licensee for violation of any provision of this Housing Code;
3. Refusal by the owner to permit inspection by authorized personnel of the rental property or unit;
4. Failure to pay any application, penalty, re-inspection, or reinstatement fee required by this Chapter as set out in Appendix D of this Code of Ordinances;

DRAFT

5. Failure to comply with the provisions of an approved mitigation/remediation plan by the Building Official;
6. Failure to comply with the provisions of the Title VIII of the Fair Housing Act of 1968 (as amended);
7. Declaration of status as a Dangerous or Unsafe Building or Structure pursuant to 9-3-3(R) of this Code of Ordinances;
8. Declaration of Status as dangerous or substandard building as defined by Section 8-5-9 of this Chapter;
9. Frequent and recurrent noncompliance with the provisions of this Chapter;
10. The time period imposed by the Building Official for correction of a code violation has been exceeded for the same violation more than two consecutive times and has required more than two consecutive reinspection's to obtain code compliance; or
11. The Rental License has been suspended, for more than three months, and the unit remains occupied.

E. Grounds for Emergency Revocation of Certificate of Registration

1. If, at the discretion of the Community Development Department, an emergency exists which threatens the immediate health, safety or general welfare of the occupant or general public, the Community Development Department, may immediately issue an order revoking the Rental Facility License for a particular Rental Unit.
2. Upon issuance of the order, the occupant of the Rental Unit shall immediately vacate the premises until the Rental Facility License is reinstated.
3. Authorization to rent a particular Rental Unit within a Rental Facility may be revoked without effect on the other units for which a Rental Facility License was issued.

F. Reissuance after revocation

1. Inspection
2. Double fees

- G. Only posted for no occupancy if immediate danger to residents, however if tenants continue to live a unit with a revoked rental unit, the property owner shall subject to the same civil penalties as unregistered units

DRAFT

8-11-7 Rental Facility Standards

A. Other Rental Inspections

B. Interior Structure

1. Every foundation, roof, floor, wall, ceiling, stair, step, elevator, handrail, porch, guardrail, sidewalk, and appurtenance thereto shall be maintained in a safe and sound condition and shall be capable of supporting the loads that normal use may cause to be placed thereon.
2. In dwelling units, peeling, blistered, or flaking paint shall be removed or effectively covered in a workmanlike manner so as to provide a smooth, easily cleaned finish.
3. Every supplied plumbing fixture and water and waste pipe shall be maintained in a good and sanitary working condition.
4. Water pressure shall be adequate to permit a proper flow of water from all open outlets at all times. (Except during maintenance and repair.)
5. **Maintenance of Gas Appliances and Facilities**
 - a. Every gas pipe shall be sound and tightly put together and shall be free of leaks, corrosion, and obstruction causing reduced pressure or volume.
 - b. Gas pressure shall be adequate to permit a proper flow of gas from all open gas valves at all times.

C. Exterior Structure

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

1. Building Numbering

The building shall have the number of the buildings, residences, or stores, conspicuously fixed on their property and visible from the public street in accordance with the standards set forth in Chapter 6 of Title 8 of City Code.

2. Protective Treatment

- a. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- b. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted.
- c. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight.
- d. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and

coated to inhibit future rust and corrosion. Surfaces designed for stabilization by oxidation are exempt from this requirement.

3. Structural members

All Structural members shall be maintained free from deterioration and shall be capable of safely supporting the imposed dead and live loads.

4. Foundation Walls

All foundation walls shall be maintained safe and free from open cracks and breaks to prevent the entry of rodents and other pests.

5. Roofs, Gutters, and Downspouts

a. The roof and flashing shall be sound, tight and not have defects that admit rain.

b. All Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure.

c. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.

6. Decorative features

All cornices, belt courses, corbels, terra cotta trim, wall facings, and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

7. Overhang Extensions

All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition.

8. Stairways, Decks, Porches, & Balconies

a. Every stair, ramp, landing, balcony, porch, deck, or other walking surface shall be maintained in sound condition and good repair.

b. Every exterior stairway, deck, porch, balcony, and all appurtenances attached thereto shall be maintained structurally sound, in good repair, with proper anchorage, and capable of supporting the imposed loads.

9. Chimneys and Towers

All chimneys, cooling towers, smoke stacks and similar appurtenances shall be maintained structurally safe and sound, and in good repair.

10. Windows

a. Every window, including all associated hardware, shall be kept in sound condition, good repair, and weather tight.

b. All glazing compound materials shall be maintained free from holes.

- c. Openable windows located in whole or in part within 6 feet above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit, shall be equipped with a window sash locking device.

11. Doors – Exterior

- a. All exterior doors, door assemblies and hardware shall be maintained in good condition.
- b. Locks at all entrance doors to dwelling units shall secure such doors.
- c. Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort. Such locks shall be installed according to the manufacturer's specifications and maintained in good working order.

12. Basement Hatchways

- a. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.
- b. Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased, or let, shall be equipped with devices that secure the units from unauthorized entry

D. Ingress, Egress, & Access

1. Access to each dwelling unit or rooming unit shall not require first entering any other dwelling unit or rooming unit. **Exception:** Access to rooming units may be through a living room or kitchen of a unit occupied by the owner or operator of the structure.
2. No dwelling, dwelling unit, or rooming unit containing two or more sleeping rooms shall:
 - a. Have such arrangements that access to a bathroom or water closet compartment intended for use by occupants of more than one sleeping room can be had only by going through another sleeping room;
 - b. Room arrangements be such that access to a sleeping room can be had only by going through another sleeping room.
3. Exception: Access may be provided through not more than one room which is restricted for use as a sleeping room for children under five years of age. However, all other occupancy minimums shall apply.
4. Every dwelling unit and rooming unit shall have access to two independent, unobstructed means of egress remote from each other. At least one shall be an exit

DRAFT

which discharges directly to corridors or stairways or both to a public way. If both means of egress are to a common corridor, they shall be in opposite directions or in compliance with local building and/or fire codes.

5. Every means of egress shall comply with the following requirements:
 - a. Handrails. All stairways comprised of 4 or more risers shall be provided with a substantial and safely constructed handrail.
 - b. All unenclosed floor and roof openings, open and glazed sides of landings and ramps, balconies, or porches which are more than 30 inches above grade and any roof used for other than maintenance purposes shall be protected by a substantial and safely constructed guardrail.
 - c. Every stairway shall have a reasonably uniform riser height and uniform tread width which shall be adequate for safe use.
 - d. In basement units where one means of egress is a window, such window shall have an unobstructed opening no less in area than that required in the Building Code.
 - e. No existing fire escape shall be deemed a sufficient means of egress unless it is in compliance with the fire codes of the State of Iowa and any applicable City rule or regulation.
 - f. Every doorway providing ingress or egress from any dwelling unit, rooming unit, or habitable room shall be at least six feet, four inches (6' 4") high and twenty-four inches (24") wide.
6. Every means of egress shall be maintained in good condition and shall be free of obstruction at all times. If the means of egress is a fire escape, it shall be maintained in a good state of repair
7. Every central heating unit, space heater, water heater, and cooking appliance shall be located and installed in such a manner so as to afford reasonable protection against interference of egress facilities or egress routes in the event of uncontrolled fire in the structure.

E. Lighting

Lighting shall be provided as follows:

1. Every habitable room shall be provided with adequate natural and/or artificial light to permit normal indoor activities and to support the health and safety of the occupants.
2. Public passageways and stairways in dwellings accommodating 3 or more dwelling units or rooming units shall be provided with a convenient wall mounted light switch(es) which activates an adequate lighting system.
3. Exterior stairways serving individual units shall be supplied with sufficient illumination to allow their safe use.

F. Fire Protection Equipment and Carbon Monoxide Alarms

All rental housing shall be provided with fire protection equipment and carbon monoxide alarms as follows.

1. Fire Extinguishers

- a. All structures containing three or more dwelling units or rooming units shall be provided with a sufficient number of fire extinguishers which are approved by the Fire Marshall.
- b. Fire extinguishers shall be properly hung in an area accessible to all tenants within the individual unit, or in the common corridors at each level and in the basement.
- c. All fire extinguishers shall be maintained in good working condition at all times.

2. Smoke Detectors

All dwelling units and rooming houses shall be provided with smoke detectors as required

a. Location and Installation

- i. All smoke detectors shall be located and mounted on a ceiling or on a wall not more than twelve inches from the ceiling at a point centrally located within the required area.
- ii. Smoke detectors shall be located in accordance with the manufacturer's recommendation and this Code.
- iii. Smoke detectors hereinafter installed in areas where sleeping rooms are on an upper level shall be placed above the stairway.
- iv. When actuated, the detector shall provide an alarm for the dwelling unit or rooming unit.

b. Power Source and Maintenance

- i. Buildings required by State and local law to install smoke detectors receiving their primary source from building wiring shall comply with all applicable laws concerning installation, inspection, and maintenance.
- ii. All other units may receive their primary source of power from batteries.

c. Owner's Responsibility

The owner shall be responsible for the installation and testing of all smoke detectors as a condition to occupancy.

- i. If the unit is currently (and otherwise legally) occupied on the effective date of this Ordinance, the owner shall cause all existing smoke detectors to be tested.
- ii. Any non-functioning and/or inoperable detectors and batteries shall be immediately replaced by the owner, at the owner's expense. It shall be the responsibility of the owner to provide verification of compliance with this section when requested by the City, or the owner shall be guilty of a municipal infraction.
- iii. When a unit is scheduled for occupancy by a new tenant(s), it shall be the responsibility of the owner to install and test all required smoke detectors prior to occupancy.
- iv. All non-functioning and/or inoperable detectors and batteries shall be replaced at the owner's expense.
- v. The owner shall retain verification of this requirement and produce it when requested by the City, or the owner shall be guilty of a municipal infraction.
- vi. The owner shall be responsible for the installation and maintenance of all detectors and batteries located in common corridors and other areas required by law that are not under the direct control of the occupant(s).

d. Occupants Responsibility

- i. The occupant shall be responsible for the replacement of all batteries necessary for the proper operation of all supplied smoke detectors within the rental dwelling.
- ii. The occupant shall be required to notify the owner, in writing, of any deficiencies known to exist in the supplied detector. It shall be the responsibility of the occupant to test all smoke detectors on a regular basis to insure proper operation.
- iii. Failure to keep batteries replaced, as necessary for their safe operation, shall cause the occupant to be in violation of this Section and subject to a municipal infraction citation.

3. Carbon Monoxide Alarms

All dwelling units and rooming houses shall be provided with carbon monoxide alarms as required

a. Required Locations

A carbon monoxide alarm shall be installed in the following locations:

- i. In the immediate vicinity of every room used for sleeping purposes in each dwelling unit.

- ii. In each bedroom where a fuel-burning heater or furnace, fuel-burning appliance, or fireplace is located within the bedroom or its attached bathroom.
- iii. In each sleeping unit, if the sleeping unit or its attached bathroom contains a fuel-burning appliance, fuel-burning heater or furnace, or fireplace.
- iv. In the immediate vicinity of each sleeping unit where the sleeping unit or its attached bathroom does not contain a fuel-burning appliance, fuel-burning heater, or fireplace and is not served by a forced-air furnace.

b. Required Locations - Exceptions

A carbon monoxide alarm shall not be required in the locations specified by (Subsection a) when

- i. There are no communicating openings between the fuel-burning heater or furnace, fuel-burning appliance, fireplace, or attached garage and a dwelling unit or sleeping unit.
- ii. There are no communicating openings between the fuel-burning heater or furnace, fuel-burning appliance or fireplace and a dwelling unit or sleeping unit and when a dwelling unit or sleeping unit is located more than one story above or below an attached garage.
- iii. There are no communicating openings between the fuel-burning heater or furnace, fuel-burning appliance, or fireplace and a sleeping unit or dwelling unit and the attached garage connects to the building through an open-ended corridor.
- iv. A carbon monoxide alarm is located on the ceiling of the room containing the fuel-burning heater, fuel-burning appliance or fireplace, or in the first room or area between the fuel-burning heater, fuel-burning appliance or fireplace and the dwelling unit or sleeping unit.

c. Forced-Air Furnace— Exception

A carbon monoxide alarm shall not be required in a dwelling unit or sleeping unit which is served by a fuel-burning forced-air furnace when a carbon monoxide alarm is located on the ceiling of the room containing the forced-air furnace or in the first room or area served by each main duct leaving the forced-air furnace and the carbon monoxide alarm signals are automatically transmitted to the occupants of each dwelling unit or sleeping unit served by the forced-air furnace.

d. Alternative Systems

i. Carbon Monoxide Detection Systems

Commercially installed carbon monoxide detection systems which have the capability of notifying all occupants of dwelling units or sleeping units within a building shall be an acceptable alternative to the installation of carbon monoxide alarms and shall be deemed compliant with this chapter.

ii. Combination Alarms

1. The carbon monoxide alarm may be combined with smoke detecting devices provided that the combined unit complies with the respective provisions of this chapter regarding smoke detectors and this chapter regarding carbon monoxide alarms or other reference standards and applicable codes.
2. A combined carbon monoxide alarm/smoke alarm shall emit different alarm signals for carbon monoxide and for smoke.
3. Combination carbon monoxide alarm/smoke alarms shall be an acceptable alternative to carbon monoxide alarms.

e. Power Source

i. New Construction

1. In buildings for which construction is begun on or after July 1, 2018, carbon monoxide alarms shall receive their primary power from the building wiring when such wiring is served from a commercial source.
2. Wiring shall be permanent and without a disconnecting switch other than that required for overcurrent protection.
3. Carbon monoxide alarms shall be equipped with a battery backup.

ii. Existing Building

New and replacement carbon monoxide alarms installed in buildings, already in existence, constructed or officially authorized prior to July 1, 2018, may be solely battery operated or may plug into an electrical socket and have a battery backup.

f. Responsibility for Installation and Maintenance of Carbon Monoxide Alarms

i. Owner's Responsibility

1. It is the responsibility of the owner to install carbon monoxide alarms.
2. It is the responsibility of the owner to ensure that the batteries are in operating condition at the time at the time the occupant takes possession of the dwelling unit

3. If a carbon monoxide alarm is found to be inoperable, the owner shall promptly provide for repair or replacement of the carbon monoxide alarm.
4. The owner is responsible for providing written information regarding carbon monoxide alarm testing and maintenance to one occupant of the dwelling unit.
5. The owner shall, upon request of a tenant who has a hearing impairment, install light-emitting carbon monoxide alarms.

ii. Occupant's Responsibility

1. An owner may require an occupant who has a residency longer than 30 days to be responsible for general maintenance, including but not limited to replacement of any required batteries of the carbon monoxide alarms in the occupant's dwelling unit, and for testing the carbon monoxide alarms within the occupants dwelling unit.
2. The occupant is responsible for notifying the owner or manager in writing of any deficiencies that the lessee, tenant, guest or roomer cannot correct.

g. Definitions

The following definitions shall apply to this section:

Carbon Monoxide Alarm

One or more devices, including but not limited to combination carbon monoxide alarm/smoke alarms, which detect carbon monoxide gas for the purpose of alerting occupants by a distinct audible signal, which incorporate a sensor, control components, and an alarm notification appliance in a single unit operated from a power source either in the unit or obtained at the point of installation, and which meet the standards established by the Underwriters Laboratories (UL). All carbon monoxide alarms shall meet the requirements of the National Fire Protection Association (NFPA) Standard 720, 2013 edition, and be UL listed in accordance with UL 2034.

Carbon Monoxide Detection System

Means a system or portion of a combination system which consists of a control unit, components, and circuits arranged to monitor and annunciate the status of carbon monoxide alarm initiating devices and to initiate the appropriate response to those signals, and which meets the standards established by the Underwriters Laboratories (UL). All carbon monoxide detection systems shall meet the requirements of the National Fire Protection Association (NFPA) Standard 720, 2013 edition, shall display a label or other identification issued by an approved testing agency, and shall be UL listed in accordance with UL 2075.

Communicating Opening

A door, window, or any other opening which allows air to be exchanged between a fuel-burning appliance or garage and a sleeping unit or dwelling unit.

Fuel

Coal, kerosene, oil, fuel gases, or other petroleum products or hydrocarbon products such as wood that emit carbon monoxide as a byproduct of combustion.

Fuel-Burning or Fuel-Fired

An appliance, heater, furnace, or fireplace which uses and combusts fuel as part of its designed use.

Listed

Equipment, materials, products or services included in a list published by an organization acceptable to the state fire marshal or local fire code official and concerned with evaluation of products or services that maintains periodic inspection of production of listed equipment or materials or periodic evaluation of services and whose listing states either that the equipment, material, product or service meets identified standards or has been tested and found suitable for a specified purpose. All carbon monoxide alarms, combination carbon monoxide alarm/smoke alarms, and carbon monoxide detection systems installed under these rules must be listed with the Underwriters Laboratories.

Open-ended corridor

An interior corridor that is open on each end and connects to an exterior stairway or ramp at each end with no intervening doors or separation from the corridor.

Sleeping unit

A room or space in a building 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.

G. Bathrooms

1. Every dwelling unit shall contain the following:
 - a. A toilet.
 - b. A bathtub or shower
 - c. A lavatory basin within or adjacent to the room containing the toilet.
2. At least one toilet and one lavatory basin shall be supplied for each eight persons, or fraction thereof, residing within a dwelling containing a rooming unit,

DRAFT

or units, including members of the operator's family whenever they share said facilities.

3. In rooming houses where rooms are let to males only, flush urinals may be substituted for not more than one-half of the required number of toilets.
4. At least one bathtub or shower shall be supplied for each eight persons, or fraction thereof, residing within a dwelling containing a rooming unit or units, including members of the operator's family whenever they share the use of said facilities.
5. Every toilet and bath shall be contained within a room which will afford privacy to the user and shall be separated from a food preparation area by a tight-fitting door.
6. Communal toilets and baths shall be located on the same floor or the floor immediately above or below the rooming unit.
7. Every toilet, lavatory basin, and bathtub or shower shall be properly connected to an approved water and sewer system as provided for in the City of Muscatine City Code.
8. All toilets, bathtubs, showers, and lavatory basins shall be maintained in good working condition
9. Every toilet room and/or bathroom floor surface shall be maintained so as to permit them to be kept in a clean, dry, and sanitary condition.

H. Kitchens

1. Every dwelling unit shall have a kitchen or kitchenette equipped with the following:
 - a. A kitchen sink, meeting all applicable code requirements, connected to an approved water and sewer system as provided for in the City of Muscatine City Code.
 - b. Space capable of properly accommodating a refrigerator and a stove or range.
 - c. Proper access terminals to utilities necessary to properly operate a refrigerator and stove or range.
 - d. Adequate space for the storage and preparation of food.
2. If a communal kitchen is supplied, it shall comply with the following requirements:
 - a. The minimum floor area of communal kitchens shall be 60 square feet.
 - b. Floor area in communal kitchens which permits roomers to prepare and eat meals shall either be 100 square feet or shall contain a communal dining room which complies with the following requirements:

DRAFT

1. Every communal dining room shall be located on the same floor as the communal kitchen and located as nearly adjacent to the communal kitchen as is practicable.
2. The communal dining room shall contain a table and adequate chairs for the normal use of the facilities.
3. Every communal dining room shall contain not less than seventy (70) square feet of floor area.

- c. The kitchen shall contain adequate food storage capacity, an approved sink, and a stove or range.
- d. It shall include at least one cabinet of adequate size suitable for the storage of food and eating and cooking utensils.
- e. It shall contain a table and adequate chairs for the normal use of the facilities if a communal dining room is not supplied.
- f. Every communal kitchen and communal dining room shall be located within a room accessible to the occupants of each rooming unit sharing the use of such kitchen, without going outside of the dwelling and without going through a dwelling unit or rooming unit of another occupant.

3. Cooking in Rooming Units

- a. No owner or operator shall knowingly allow the use of cooking equipment within any rooming unit, unless an approved kitchen and/or dining room is contained within the rooming unit or in accordance with communal facilities outlined in Section 8-11-7(F)(2) of this Code.
 - b. No occupant of a rooming unit shall prepare meals in his or her rooming unit unless an approved kitchen and/or dining room is contained within the rooming unit or in accordance with communal facilities outlined in Section 8-11-7(F)(2) of this Code.
4. The kitchen floor surface shall be maintained so as to permit them to be kept in a clean, dry, and sanitary condition.

I. Water Heating Facilities

1. Every kitchen sink and bath and lavatory basin required in accordance with the provisions of this Chapter shall be properly connected with supplied water heating facilities.
2. Every supplied water heating facility shall be properly connected and shall be capable of heating water to such a temperature as to permit an adequate amount of water to be drawn on every kitchen sink and lavatory basin required at a temperature of not less than one hundred twenty (120) degrees Fahrenheit (forty-eight (48) degrees Centigrade).

DRAFT

3. Every heater shall be protected against overheating by appropriate pressure and temperature limit controls.
4. Every fuel-burning heating shall be effectively vented in a safe manner to a chimney or duct leading to the exterior of the building. The chimney duct and vent shall be of such design as to assure proper draft and shall be adequately supported.
5. Every fuel-burning water heater shall be equipped with an electronic ignition or with a pilot light and an automatic control to interrupt the flow of fuel to the unit in the event of failure of the ignition device.
6. No fuel-burning water heater shall be located within any sleeping room or bathroom unless there is adequate combustion air, an automatic shutoff is provided, and the continuing operation of the water heater poses no threat to the occupant, as determined by the Inspector.

J. Heating Facilities

1. Heating facilities shall be so designed and equipped that heat, as herein specified, is available for all dwelling units and rooming units between the hours of 6:30 A.M. and 10:30 P.M., of each day, and shall maintain a temperature of not less than sixty (60) degrees Fahrenheit from 10:30 P.M. to 6:30 a.m. of each day.
2. The heating equipment of each dwelling shall be maintained in a good, safe working condition and shall be capable of heating all habitable rooms and bathrooms located therein to the minimum temperature required by this Code.
3. Every fuel-burning heating unit shall be effectively vented in a safe manner to a chimney or duct leading to the exterior of the building. The chimney duct and vent shall be of such design as to assure proper draft and shall be adequately supported
4. Every steam or hot water boiler shall be protected against overheating by appropriate pressure and temperature limit controls.
5. Every fuel-burning space heating unit and water heater shall be equipped with an electronic ignition or with a pilot light and an automatic control to interrupt the flow of fuel to the unit in the event of failure of the ignition device.
6. No fuel-burning furnace shall be located within any sleeping room or bathroom unless there is adequate combustion air, an automatic shutoff is provided, and the continuing operation of the furnace poses no threat to the occupant, as determined by the Inspector.

K. Maintenance of Heating and Supplied Cooling Facilities

DRAFT

1. The heating equipment and supplies cooling facilities of each dwelling shall be maintained in a good, safe working condition and shall be capable of heating all habitable rooms and bathrooms located therein to the minimum temperature required by this Code.

L. Ventilation

1. All bathrooms; toilet rooms; and any other rooms or enclosed floor space within a dwelling having a minimum of seventy 70 square feet of total floor area, used or intended to be used for living, sleeping, cooking or eating purposes, shall have adequate ventilation provide by either natural or mechanical ventilation meeting the following standards. The following types of rooms are exempt from this requirement: pantries, laundries, foyers, communicating corridors, hallways, closets, and storage spaces.

2. Natural Ventilation

- a. At least one window or door in good repair located on an outside wall that is capable of being opened to admit fresh air.

b. Screens

1. Any window or door being used to provide the required ventilation for a room must have a screen of not less than 16 mesh per inch.
2. Screens shall be maintained in good repair and be free from tears, holes, or other imperfections of either screen or frame that would admit insects such as flies or mosquitoes.
3. If a screen door is being used to provide the required ventilation it shall have a self-closing device in good working condition.

3. Mechanical Ventilation

- a. In lieu of an openable window(s) for natural ventilation in dwellings, adequate ventilation for a room may be provided by:

1. A mechanical ventilation system capable of producing 2 air change per hour in the room or:
2. A whole-house mechanical ventilation system installed capable of supplying outdoor ventilation air of 15 cubic feet per minute per occupant computed on the basis of two occupants.

- b. All mechanical ventilation systems providing required ventilation shall be kept in good working order.

DRAFT

4. No mechanical exhaust system, exhausting vapors, gases, or odors shall be discharged into an attic, crawl space, or cellar unless such attic, crawl space, or cellar is adequately vented to the outside.

M. Electrical Requirements

1. The electrical system of every dwelling or accessory structure shall not by reason of overloading, dilapidation, lack of insulation, improper fusing, or for any other cause, expose the occupants to hazards of electrical shock or fire, and every electrical outlet, switch, and fixture shall be maintained in good and safe working condition.
2. Every habitable room shall contain at least two separate floor or wall-type electric double convenience outlets which shall be properly installed, on adjacent walls or otherwise separated for reasonable access from all spaces within the room.
3. Every toilet room, bathroom, laundry room, furnace room, basement, and cellar shall contain at least one supplied ceiling or wall-type electric light fixture, and one floor or wall-type electrical outlet which shall be properly installed.
4. Ground-fault circuit-interrupter protection for personnel shall be provided in the following locations:
 - a. Bathrooms
 - b. Garages and accessory buildings with a floor located at or below grade level not intended as habitable rooms and limited to storage areas, work areas, and areas of similar use
 - c. Outdoors
 - d. Crawl Spaces - at or below grade level
 - e. Unfinished portions of areas of the basement not intended as habitable rooms
 - f. Kitchens - where the receptacles are installed to serve the counter top surfaces
 - g. Sinks - where receptacles are installed within 6 feet from the top of the inside edge of the bowl of the sink
 - h. Bathtubs or shower stalls - where receptacles are installed within 6 feet of the outside edge of the bathtub or shower stall
 - i. Laundry Areas
5. **Extension Cord/Temporary Wiring**
 - a. Extension cords shall not be used or considered as permanent wiring intended to meet the requirements contained in this section

DRAFT

- b. No temporary wiring or extension cords shall be used, except extension cords which run directly from portable electric fixtures to convenience outlets and which do not lie beneath floor coverings or extend through doorways, transoms, or similar structural elements or attached thereto.
- c. The occupant shall not knowingly overload the circuitry of the dwelling unit or rooming unit.
- d. Multiplug connectors may only be used when they are equipped with an overcurrent device and individually approved by the Inspector.

N. Storage and Disposal of Garbage

The storage and disposal of garbage shall comply with all requirements contained within Chapter 3 of Title 13 of City Code, or as otherwise regulated by City Code. As per Section 13-3-9, the property owner and tenant/occupant are jointly and severally responsible for compliance with Chapter 3 of Title 13 of City Code.

O. Pest Extermination

- 1. Every occupant of a single-family dwelling shall be responsible for the extermination of any insects, rodents, or other pests on the premises.
- 2. Every occupant of a dwelling containing two (2) or more dwelling units or rooming units shall be responsible for such extermination within the unit occupied by him or her whenever said unit is the only one infested. However, whenever it is determined by the Health Officer, or his or her designate, that infestation is caused by failure of the owner to maintain a dwelling in a reasonably rodent proof and/or insect proof condition, extermination shall be the responsibility of the owner.
- 3. The property owner shall be responsible for extermination of pests when it is determined by the Community Development Department, that the infestation is present in two or more dwelling units or rooming units within a dwelling.

P. Accessory Buildings

- 1. Every foundation, exterior wall, roof, window, exterior door, and appurtenance of every accessory structure shall be so maintained as to prevent the structure from becoming a harborage for rats or other vermin and shall be maintained in a reasonably watertight, structurally sound condition capable of withstanding imposed wind and snow loads.
- 2. Every accessory building and/or garage shall be secured against unauthorized entry, or it shall be declared a public nuisance subject to abatement and/or civil penalty. It shall be the responsibility of the person(s) having the possession and use of the accessory building to comply with this Section.

Q. Exterior Areas

- 1. **Drainage**

a. Rainwater Drainage

Rainwater shall be directed away from the building so as to prevent water damage to the structure.

b. Grading and Drainage

Every premises shall be graded and drained so no stagnant water will accumulate or stand thereon.

c. This Section shall not affect the existence or maintenance of approved storm water detention systems.

2. Parking

All off-street parking shall comply with all requirements contained within Chapter 27 of Title 10 of City Code, or as otherwise regulated by City Code.

3. Weeds/Grass

Any grass shall be maintained and noxious weeds cut or removed in accordance with all requirements contained within Chapter 5 of Title 9 of City Code, or as otherwise regulated by City Code.

4. Nuisances

The property shall be kept free of nuisance as enumerated and by Chapter 3 of Title 9 of City Code, or as otherwise regulated by City Code.

R. Lead Based Paint

Every owner or operator of a dwelling shall comply with HUD Lead Based Paint Regulations, 24 CFR, Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act.

S. Minimum Space and Occupancy Standards

1. Minimum space and occupancy standards shall be the minimum requirements established in the Housing Quality Standards as adopted, and amended by the United States Department of Housing and Urban Development.

2. A dwelling unit shall not exceed occupancy maximums.

3. No occupant shall allow the occupancy of any dwelling unit or rooming unit within which he or she resides to exceed the occupancy standards outlined in Section 8-5-5 of this Code.

T. Ceiling Height

The ceiling height in every habitable room shall be at least six feet, eight inches (6' 8"). In addition, obstructions of space by such items as water and gas pipes, cabinetry, etc. shall be permitted when such obstructions are located in such a fashion that they do not interfere with normal or emergency ingress and egress and are approved by the Community Development Department.

U. Occupant Responsibility for Controlled Areas

DRAFT

Every occupant of a dwelling unit or rooming unit shall keep in a clean, safe, and sanitary condition that part of the dwelling, dwelling unit, rooming unit, or premises thereof he or she occupies and controls, to include:

1. Every floor and floor covering shall be kept reasonably clean and sanitary.
2. Every wall and ceiling shall be kept reasonably clean and free of dirt or greasy film.
3. No dwelling shall be used for the storage or handling of refuse, except as provided in this Code.
4. Plumbing Fixtures. The occupants of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the reasonable care, proper use, and proper operation thereof

V. Mobile Homes

All mobile homes shall be provided with two (2) frame ties and two (2) over-the-top tiedowns equal to or better than the specifications outlined in booklet TR-75 published by the Department of Defense.

8-11-8 Change in License Application Information or Transfer of Property

A. Transfer of Property

A rental facility license shall be transferable from one owner or agent to another at any time prior to its expiration, termination, or revocation. The owner or agent shall notify the city of any change of interest or ownership in the property within thirty days of any conveyance or transfer of interest affecting the property and provide the name and address of all persons who have acquired an interest therein. In the event the city has not been notified of such conveyance or transfer within the designated period of time, the rental license may be transferred from one owner or agent to another upon payment of a fee, the amount of which shall be established by resolution of the city council. The fees shall be assessed to the new owner or agent.

B. Change in License Application Information

Whenever there is a change in the information required for on the application for a rental facility license, the license holder or responsible agent shall notify the Community Development Department within thirty days of the change.