

CHAPTER 8
PROPERTY MAINTENANCE STANDARDS

ARTICLE A. IN GENERAL

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9-8A-1: **PURPOSE AND SCOPE**

A. Purpose: The purpose of this Chapter is to protect the health, safety, and the general welfare of the people of the City. These general objectives include, among others, the following:

1. To establish the minimum regulations governing the conditions and maintenance of all property, buildings, and structures within the City;
2. To protect the character and stability of residential areas within the City;
3. To correct and prevent housing conditions that adversely affect or are likely to adversely affect the life, safety, general welfare, and health of

the people of the City;

4. To provide standards for heating and sanitary equipment and for light and ventilation necessary to protect the health and safety of occupants of buildings;
5. To prevent the overcrowding of dwellings;
6. To provide standards for the maintenance of existing residential buildings and accessory structures and to thus prevent substandard housing and blight;
7. To preserve the value of land and buildings throughout the City.

With respect to disputes between tenants and landlords, and except as otherwise specifically provided by the terms of this ordinance, it is not the intention of the City Council to intrude upon the contractual relationship between the tenant and landlord. The City Council does not intend to intervene as an advocate of either party, nor to involve itself in rent disputes, nor to act as an arbitrator, nor to hear complaints from the tenant or landlord which are not specifically and clearly relevant to the provisions of this Chapter.

B. Scope: The provisions of this code shall apply to all existing residential and non-residential structures and all existing premises. This Chapter shall constitute the minimum standards for premises, structures, and facilities for light, ventilation, life safety, safety from fire, and other hazards and for safe and sanitary maintenance.

9-8A-2: **DEFINITIONS:** The definitions contained in Section 12-2-2 of this Code apply herein. Additionally, the following definitions shall apply in the interpretation and enforcement of this Chapter. In the event of a conflict between the definitions contained in Section 12-2-2 and this Section, the definitions contained in this Section shall control.

ACCESSORY USE OR STRUCTURES:

A use or structure subordinate to and serving the principal use or structure on the same lot and customarily incidental thereto which is not used for living or sleeping by human occupants.

ANDOVER BUILDING CODE:

The Minnesota State Building Code, International Building Code (IBC) and International Residential Code (IRC) as may be adopted by the City.

BUILDING:	Any structure having a roof which may provide shelter or enclosure for persons, animals, or chattels, and when said structure is divided by party walls without openings, each portion of such building so separated shall be deemed a separate building.
BUILDING OFFICIAL:	The designated agent authorized by the City Council to administer and enforce this chapter.
DWELLING:	A building, or one or more portions thereof, occupied or intended to be occupied for residential purposes, but not including rooms in motels, hotels, nursing homes, boarding houses, trailers, tents, cabins or trailer coaches.
DWELLING UNIT:	A single-family dwelling or unit designed to accommodate one family.
DUPLEX:	A building, as referred to as a multi-family dwelling, designed as a single structure, containing two separate dwelling units, each of which is designed to be occupied as a separate permanent residence for one family on one lot.
FAMILY:	<p>A. An individual or two (2) or more persons related by blood, marriage or adoption living together; or</p> <p>B. A group of not more than five (5) persons who need not be related by blood, marriage or adoption, living together as a single housekeeping unit in a dwelling unit, exclusive of usual servants.</p>
GARBAGE:	Animal and vegetable waste resulting from the handling, preparation, cooking, marketing or processing of food, or the non-consumed waste resulting from animals or humans consuming food.
HABITABLE BUILDING:	Any building or part thereof that meets minimum standards for use as a home or place of abode by one or more persons.
HABITABLE ROOM:	A room with enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, water closet compartments, laundries, furnace rooms, unfinished basements (those without required ventilation, required electric outlets and required exit facilities), pantries, utility rooms of less than

fifty (50) square feet of floor space, foyers, communicating corridors, stairways, closets, storage spaces, workshops, and hobby and recreation areas in parts of the structure below ground level or in attics.

- HEATED WATER:** Water heated to a temperature of not less than one hundred ten degrees Fahrenheit (110°F), or such lesser temperature required by government authority, measured at faucet outlet.
- KITCHEN:** A space which contains a sink with counter working space, space for installing cooking and refrigeration equipment, and space for the storage of cooking utensils.
- LEASE:** A written or oral agreement to rent. For use as a verb, see rent.
- LET:** To lease a premises or any portion thereof.
- MAINTENANCE:** Upkeep of property and equipment in a safe working condition for which it was installed and/or constructed.
- MULTIPLE-FAMILY DWELLING:** A dwelling or portion thereof containing two (2) or more dwelling units.
- OCCUPANT:** Any person (including owner operator) living, sleeping, cooking and eating in a dwelling unit or living and sleeping in a rooming unit.
- OPERATE:** To charge rent for the use of a unit in a rooming unit.
- OPERATOR:** The owner or his/her agent who has charge, care, control, or management of a building, or part thereof, in which dwelling units or rooming units are let.
- OWNER:** Any person, firm or corporation who, alone, jointly, or severally with others, shall be in actual possession of, have charge of, care of, or control of any dwelling, dwelling unit, or rooming unit within the City as owner, employee or agent of the owner, or as trustee or guardian of the estate or person of the title holder. Any person representing the actual owner shall be bound to comply with the provisions of this chapter to the same extent as the owner.

PERMISSIBLE OCCUPANCY:	The maximum number of persons permitted to reside in a dwelling unit or rooming unit.
PERSON:	An individual, firm, partnership, association, corporation, company or joint venture or organization of any kind.
PLUMBING:	All of the following supplied facilities and equipment in a dwelling: gas pipes, gas burning equipment, water pipes, steam pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents and any other similar fixtures and the installation thereof, together with all connections to water, sewer and gas lines.
PREMISES:	A platted lot or part thereof or unplatted parcel of land, and adjacent right-of-way, either occupied or unoccupied by any dwelling or non-dwelling structure, including such building or accessory structure.
PUBLIC HALL:	A hall, corridor or passageway for providing egress from a dwelling unit to a public way and not within the exclusive control of one family.
REFUSE:	Personal leavings, trash, garbage.
RENT:	Consideration paid for the use of premises, including, but not limited to, money, services and property. As a verb, the term "rent" means to receive or allow the use of premises in return for such consideration or any combination thereof. The term "rent" does not include arrangements whereby a relative occupies a dwelling and which arrangement is detailed and sworn to in affidavits filed by each adult occupant of the dwelling and each person who is an owner of the dwelling.
RENTAL DWELLING:	Any dwelling unit(s) let. Single family residential properties occupied by a relative shall not be considered a rental dwelling.
REPAIR:	The construction or renewal of any part of an existing building or its utilities, facilities or equipment for the purpose of its maintenance.

RODENT HARBORAGE: A place where rodents commonly live, nest, or establish their habitat.

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

SAFETY: The condition of being reasonably free from danger and hazards which may cause accidents or diseases.

SUBSTANDARD DWELLING: Any dwelling that does not conform to the minimum standards established by City ordinances.

SUPPLIED: Paid for, furnished by, provided by or under the control of the owner, operator, or agent of a dwelling.

WATER CLOSET: A toilet with a bowl and trap made in one piece, that is connected to the City water and sewer system or other approved water supply and sewer system.

9-8A-3: **RESPONSIBILITIES OF OWNERS AND OCCUPANTS:** No owner or other person shall occupy or let to another person any dwelling, dwelling unit, rooming unit, building, or structure unless it and the premises are fit for human occupancy and comply with all appropriate legal requirements of the State of Minnesota, and the City of Andover as set forth specifically in the following subsections:

- A. Maintenance of Shared or Public Areas: Every owner of a dwelling containing two (2) or more dwelling units shall maintain or shall provide for maintenance of the shared public areas of the dwelling and premises thereof.
- B. Housekeeping of Occupied Areas: Every occupant of a dwelling, dwelling unit, or rooming unit shall properly housekeep that part of the dwelling, dwelling unit, and premises thereof that he/she occupies and controls.
- C. Storage and Disposal of Refuse:
 1. Every occupant of a dwelling, dwelling unit, rooming unit, building or structure shall store and dispose of all his/her refuse and garbage and any other organic waste which might provide food for insects, rodents and/or vermin as required by Title 4 of this Code.

2. Every owner of a multiple-family dwelling shall supply facilities for the storage and/or disposal of refuse and garbage. In the case of single- or two-family dwellings, it shall be the responsibility of the occupant to furnish such facilities as prescribed by City ordinance.

D. Responsibility for Storage and Disposal of Garbage and Refuse: Every owner of a multiple-family dwelling shall supply facilities for the storage and/or disposal of refuse, garbage, and recycling materials. All garbage, waste material, debris, and recyclables shall be kept in an enclosed building or contained in a closed container designed for such purposes.

Owners shall provide for refuse enclosures to screen all containers that are visible from a public street or alley. Such enclosure shall have a concrete floor base. Gates may not be required if properly oriented on the site. The design of such enclosures shall be reviewed and approved by City staff prior to issuing a building permit.

Provisions for storage and disposal of garbage and refuse consistent with this chapter must be provided for multifamily buildings upon obtaining a building permit costing more than \$5,000.00. In the case of single-family dwellings, it shall be the responsibility of the occupant to adequately provide for the storage and disposal of garbage and refuse.

E. Responsibility for the Storm and Screen Doors and Windows: The owner of any dwelling unit shall be responsible for providing, maintain and hanging all screen and storm doors and storm windows whenever the same are required under the provisions of this ordinance.

F. Responsibility for Pest Extermination: Every occupant of a single-family dwelling unit shall be responsible for the extermination of vermin infestations and/or rodents on the premises. Every occupant of a dwelling unit in a building containing more than one dwelling unit shall be responsible for such extermination whenever his/her dwelling unit is the only one infested, except when infestation is caused by the failure of the owner to maintain a dwelling in a reasonably rodent-proof condition; then, extermination shall be the responsibility of the owner. When infestation exists in two or more of the dwelling units in any building or in the shared or public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of the owner.

G. Rodent Harborage Prohibited in Occupied Areas: No occupant of a dwelling shall accumulate boxes, firewood, lumber, scrap metal, or any

other similar materials in such a manner that may provide rodent harborage in or about any dwelling. Outside stored materials shall be stacked neatly in piles at least four inches off bare soil or ground.

- H. Rodent Harborage Prohibited in Public Areas: No owner or occupant of a dwelling shall accumulate or permit the accumulation of boxes, lumber, scrap metal, or any other similar materials in such a manner that may provide rodent harborage in or about shared or public areas of a dwelling or premises. Materials stored outside by the owner or permitted to be stored by the owner shall be stacked neatly in piles at least four inches above bare soil or ground.
- I. Prevention of Food for Rodents: No owner or occupant of a dwelling unit shall store, place, or allow to accumulate any materials that may serve as food for rodents in a site accessible to rodents.
- J. Maintenance of Plumbing Fixtures and Facilities: The owner of a dwelling unit, rooming unit, building or structure shall maintain all supplied plumbing fixtures and facilities therein in good working order.
- K. Minimum Heating Capability and Maintenance: In every dwelling unit or rooming unit when the control of the supplied heat is the responsibility of a person other than the occupant, a room temperature of at least 68 degrees Fahrenheit shall be maintained from October 15th through April 15th.
- L. Removal of Snow and Ice: The owner of any building or structure shall be responsible for the removal of snow and ice from parking lots, driveways, steps, and walkways on the premises, as well as from abutting sidewalks. The owner of any building or structure shall additionally be responsible for ice control measures. Individual snowfalls of three inches or more or successive snowfall accumulations to a depth of three inches shall be removed from walkways, steps and public sidewalks within 48 hours after cessation of the snowfall. The City's policy to assist in snow removal does not exempt any property owner from meeting these requirements.
- M. Minimum Exterior Lighting. The owner of a rental dwelling or dwellings shall be responsible to provide and maintain effective illumination in all exterior parking areas and walkways.
- N. Maintenance of Driveway and Parking Areas. The owner of a multiple-family dwelling or dwellings shall be responsible to provide and maintain in good condition paved and delineated parking areas and driveways for tenants. Each driveway and parking area on any multiple-family property existing on or before October 21, 1970 shall be

paved with asphalt, concrete, brick, or similar dust-free surface at such time as a building permit may be taken for either remodeling or improvements costing more than \$5,000.00.

9-8A-4: **MINIMUM STANDARDS FOR BASIC EQUIPMENT AND**

FACILITIES: No person shall occupy, rent or let to another for occupancy any dwelling or dwelling unit for the purposes of living, sleeping, cooking, and eating therein which does not provide the following:

- A. **Kitchen Sink:** A sink in good working condition and properly connected to an approved water supply system and which provides at all times an adequate amount of heated and unheated running water under pressure and which is connected to an approved sewer system per Andover City Code.
- B. **Food Storage:** Cabinets and/or shelves for the storage of eating, drinking, and cooking equipment and utensils, and of food that does not require refrigeration for safekeeping and a counter or table for food preparation. The cabinets and/or shelves and counter or table shall be of sound construction furnished with surfaces that are easily cleanable and that will not impart any toxic or deleterious effect to food.
- C. **Stove and Refrigerator:** A stove for cooking food and a refrigerator for the safe storage of food at or below forty (40) degrees Fahrenheit, which are properly installed with all necessary connections for safe, sanitary, and efficient operation. Such stove and refrigerator need not be installed when a dwelling unit is not occupied or when the occupant is expected to provide same on occupancy, in which case sufficient space and adequate connections for the installation and operation of the stove and refrigerator must be provided.
- D. **Toilet Facilities:** Within every dwelling unit there shall be a non-habitable room which is equipped with a flush water closet in compliance with the Minnesota State Plumbing Code. Such room shall have an entrance door which affords privacy. Said flush water closet shall be equipped with easily cleanable surfaces, shall be connected to an approved water system that at all times provides an adequate amount of running water under pressure to cause the water closet to be operated properly, and all shall be connected to a sewer system in compliance with Andover City Code.
- E. **Lavatory Sink:** Within every dwelling unit there shall be a lavatory sink. The sink may be in the same room as the flush water closet, but if located in another room, the lavatory sink shall be located in close proximity to the door leading directly into the room in which said water closet is located. The lavatory sink shall be in good working condition

and shall be properly connected to an approved water system and shall provide at all times an adequate amount of heated and unheated running water under pressure and shall be connected to a sewer system which complies with Andover City Code.

- F. Bathtub or Shower: Within every dwelling unit there shall be a non-habitable room which is equipped with a bathtub or shower in good working condition. Such room shall have an entrance door which affords privacy. Said bathtub or shower may be in the same room as the flush water closet, or in another room, and all shall be properly connected to an approved water supply system and shall provide at all times an adequate amount of heated and unheated water under pressure and shall be connected to a sewer system which complies with Andover City Code.

9-8A-5: **STAIRWAYS, PORCHES AND BALCONIES:** The owner shall keep every stairway, inside or outside of a building, and every porch or balcony in safe condition and sound repair, including but not limited to the following: stairs and handrails; every porch, balcony, or deck which is 30 inches or more above grade shall have a guardrail; every handrail and guardrail shall be firmly fastened and maintained in good condition; no flight of stairs shall have settled out of its intended position or have pulled away from the supporting or adjacent structures enough to cause hazard; no flight of stairs shall have rotting, loose, or deteriorating support; excepting spiral and winding stairways, the treads and risers of every flight of stairs shall be essentially uniform in width and height; stairways shall be capable of supporting a live load of 100 pounds per square foot of horizontal projection.

9-8A-6: **ACCESS TO DWELLING UNITS:** Access or egress from each dwelling unit shall be provided without passing through any other dwelling unit.

9-8A-7: **DOOR LOCKS:** No owner shall let or rent to another for occupancy any dwelling or dwelling unit unless all exterior doors of the dwelling or dwelling units are equipped with safe, functioning locking devices. Rental dwellings shall be furnished with door locks as follows:

- A. Building Access: For the purpose of providing a reasonable amount of safety and general welfare for persons occupying multiple-family dwellings with common areas, an approved security system shall be maintained for each multiple-family building to control access. The security system shall consist of locking building entrance or foyer doors, and locked door leading from hallways into individual dwelling units. Dead-latch type door locks shall be provided with releasable lever knobs (or doorknobs) on the inside of building entrance doors and with locking devices on the outside of the building entrance doors. Building entrance door latches shall be of a type that are permanently locked.

- B. Unit Access: Every door that provides ingress or egress for a dwelling unit within a multiple-family building shall be equipped with an approved lock that has a deadlocking bolt that cannot be retracted by end pressure, provided however, that such door shall be openable from the inside without the use of a key or any special knowledge or effort.
- C. Existing Buildings: All multiple-family dwellings in existence prior to April 21, 1992, which were not previously required to have an approved security system. Shall not be subject to the requirements of Subsection A of this section.

9-8A-8: **MINIMUM STANDARDS FOR LIGHT AND VENTILATION:** No person shall occupy as owner, occupant or let to another for occupancy any dwelling or rooming unit which does not comply the following requirements:

- A. Habitable Room Ventilation: Except where there is supplied some other device affording ventilation and approved by the Building Official, every habitable room shall have at least one window facing directly outdoors which can be opened easily.
- B. Electric Service, Outlets, and Fixtures. Every dwelling and rooming unit and all public and common areas shall be supplied with electric service, functioning over-current protection devices, electric outlets, and electric fixtures which are properly installed, which shall be maintained in a safe working condition, and shall be connected to a source of electric power in a manner prescribed by ordinances, rules, and regulations of the City of Andover and by the laws of the State of Minnesota. The minimum capacity of such electric service and the minimum number of electric outlets and fixtures shall be as follows:
 1. A dwelling containing one or two dwelling units shall have at least the equivalent of 100 ampere, three-wire electric service per dwelling unit.
 2. Every habitable room shall contain at least one (1) electrical convenience outlet.
 3. Every water closet compartment, bathroom, kitchen, laundry room, and furnace room shall contain at least one (1) supplied ceiling-type or wall-type electric convenience outlet.
 4. Every public hall and public stairway in every multiple dwelling shall be adequately lighted to provide at least ten (10) foot candles of illumination of all parts thereof at all times by means of properly located

electric light fixtures; provided that such electrical lighting may be omitted from sunrise to sunset where there are windows or skylights opening directly to the outside and where the total window or skylight area is at least one-tenth (1/10) of the combined horizontal area of the floor and stairway of each such public hallway and where such windows or skylight provide adequate natural light to all parts of each public hallway. Every public hall and stairway in dwellings containing two (2) dwelling units shall be supplied with convenient light switches, controlling an adequate lighting system that will provide at least ten (10) foot candles of illumination on all parts thereof, which may be turned on when needed.

5. A convenient switch or equivalent device for turning on a light in each dwelling unit shall be located near the point of entrance to such unit.

9-8A-9: **MINIMAL THERMAL STANDARDS:**

- A. No person shall occupy as owner or let to another for occupancy any dwelling or rooming unit, for the purpose of living therein which does not have heating facilities which are properly installed and maintained in a safe and working condition and which are capable of safely heating all habitable rooms, bathrooms, and water closet compartments in every dwelling unit located therein to a room temperature of at least 68 degrees Fahrenheit to be maintained from October 15th through April 15th.
- B. Gas or electric appliances designed primarily for cooking or water heating purposes shall not be considered as heating facilities within the meaning of this section.
- C. Portable heating equipment employing flame and the use of liquid fuel does not meet the requirement of this section and is prohibited.
- D. No owner or occupant shall install, operate, or use a space heater employing a flame that is not vented outside the structure in an approved manner.

9-8A-10: **GENERAL REQUIREMENTS:** No person shall occupy as owner, occupant or let to another for occupancy any dwelling or rooming unit for the purpose of living therein which does not comply with the following requirements:

- A. Foundations, Exterior Walls, and Roofs: The foundation, exterior walls, and exterior roof shall be substantially water tight and protected against vermin and rodents and shall be kept in sound condition and repair. The foundation element shall adequately support the building at

all points. Every exterior wall shall be free of structural deterioration or any other condition which might admit rain or dampness to the interior portion of the walls or to the interior spaces of the dwelling. The roof shall be tight and have no defects which admit rain and roof drainage and shall be adequate to prevent rain water from causing dampness in the walls. All exterior surfaces, other than decay resistant materials, shall be protected from the elements and decay by paint or other protective covering or treatment. If the exterior surface is unpainted or lacks protective coating or is determined by the Building Official to be deteriorated, the surface shall have a protective covering applied. If the exterior surface of the pointing of any brick, block, or stone wall is loose or has fallen out, the surface shall be repaired.

- B. Windows, Doors, and Screens: Every window, exterior door, and hatchway shall be substantially tight and shall be kept in repair. Every window, other than a fixed window or storm window, shall be capable of being easily opened. Every window, door, and frame shall be constructed and maintained in such relation to the adjacent wall construction as to completely exclude rain, vermin and rodents from entering the building.
- C. Floors, Interior Walls, and Ceilings: Every floor, interior wall, and ceiling shall be protected against the passage and harborage of vermin and rodents and shall be kept in sound condition and good repair. Every floor shall be free of loose, warped, protruding, or rotting flooring materials. Every interior wall and ceiling shall be maintained in a tight waterproof condition. Toxic paints or materials with a lasting toxic effect shall not be used. Every toilet room and bathroom floor surface shall be capable of being easily maintained.
- D. Rodent Proof: Buildings found to be rodent infested shall be made rodent resistant. All opening in the exterior walls, foundations, basements, ground, or first floors, and roofs which have 1/4" diameter or larger openings shall be rodent proofed in an approved manner. Interior floors or basements, cellars, and other areas in contact with the soil shall be paved with concrete or other rodent-impervious material.
- E. Fence Maintenance: All fences supplied by the owner on the premises and all fences erected by an occupant on the premises shall consist of metal, wood, masonry, or other decay-resistant material. Fences shall be maintained in good condition. Materials, other than decay resistant varieties, shall be protected against decay by use of paint or other preservatives.
- F. Accessory Structure Maintenance: Accessory structures shall be structurally sound and be maintained in good repair. The exterior of

such structures shall be made weather resistant through the use of decay-resistant materials such as paint or other preservatives.

- G. Safe Building Elements: Every foundation, roof, floor exterior and interior wall, ceiling, inside and outside stair, porch and balcony, and appurtenance thereto shall be safe to use and capable of supporting normal structural loads.
- H. Facilities to Function: All equipment or utilities required under City ordinances and every chimney and flue shall function effectively in a safe and working condition.
- I. Grading and Drainage: Every yard, court, or passageway on the premises on which a dwelling stands shall be graded and drained so as to be free of standing water that constitutes a detriment to health and safety.
- J. Yard Cover: Every yard of a premises on which a dwelling stands shall be maintained to prevent dust and erosion.

9-8A-11: **CONSTRUCTION STANDARDS:** All new construction and repair/renovation of existing structures within the City shall conform to the Minnesota State Building Code as the building code for the City.

9-8A-12: **MAXIMUM DENSITY, MINIMUM SPACE, FOR RENTAL UNITS:** No person shall permit or let to be occupied any rental dwelling or rooming unit for the purpose of living therein which does not comply with the following requirements:

- A. Permissible Occupancy of Dwelling Unit. The maximum permissible occupancy of any rental dwelling or rooming unit shall be determined as follows:
 - 1. For the first occupant, 150 square feet of habitable floor space and for every additional occupant thereof, at least 100 square feet of habitable room floor space.
 - 2. In no event shall the total number of occupants exceed two times the number of habitable rooms, less kitchen, in the dwelling or rooming unit.
- B. One Family Per Dwelling Unit. Not more than one family, except for temporary guests, shall occupy a dwelling unit.

9-8A-13: **ENFORCEMENT AND INSPECTION AUTHORITY:**

- A. The Building Official or his/her designee shall administer and enforce the provisions of this Chapter. Inspections shall be conducted during reasonable hours and the City Administrator or his/her designee shall present evidence of his/her official capacity to the owner or occupant in charge of the property.
- B. The identities of individuals who register complaints with the City concerning violations of State law or local ordinance concerning the use of real property shall be classified as confidential data pursuant to Minnesota Statutes, Section 13.03, Subd. 3., which states that such data is not public and is not accessible to the individual subject of the data. All other code violation records pertaining to a particular parcel of real property and the buildings, improvements, and dwelling units located on that property that are kept by the City shall be public data unless collected as part of an active civil investigation or legal action pursuant to Minnesota Statutes Section 13.99, or collected as part of an active criminal investigation pursuant to Minnesota Statutes Section 13.82, Subd. 7.

9-8A-14: **INSPECTION ACCESS:** If any owner, occupant, or other person in charge of a dwelling, dwelling unit, rooming unit, multiple dwelling or building fails or refuses to permit free access and entry to the structure or premises under his/her control, or any part thereof for purpose of an inspection authorized by this chapter, the City Administrator or his/her designee may petition the court for an order for such inspection.

9-8A-15: **UNFIT FOR HUMAN HABITATION:**

- A. Any dwelling, dwelling unit, rooming unit, building or portion thereof which is damaged, decayed, dilapidated, moldy, unsanitary, unsafe, vermin or rodent infested, or which lacks provision for basic illumination, ventilation, or sanitation facilities, or has been used for the clandestine manufacture of illegal substances, to the extent that the conditions of the dwelling, dwelling unit, rooming unit, building or portion thereof poses a hazard to the health, safety, or welfare of the occupants or to the public may be declared unfit for human habitation. Whenever any dwelling, dwelling unit, rooming unit, or building has been declared unfit, the City Administrator or his/her designee shall order the same vacated within a reasonable time and shall post a placard on the same indicating that it is unfit for human habitation, and any operating license previously issued for such dwelling shall be revoked.
- B. It shall be unlawful for such dwelling, dwelling unit, or rooming unit, or portion thereof, to be used for human habitation until the defective conditions have been corrected and written approval has been issued

by the Building Official or his/her designee. No person other than the Building Official or his/her designee shall deface or remove the declaration placard from any such dwelling unit.

9-8A-16: **SECURE UNFIT AND VACANT DWELLINGS:** The owner of any dwelling, dwelling unit, rooming unit or building which has been declared unfit for human habitation or which is otherwise vacant for a period of sixty (60) days or more shall immediately make the same safe and secure so that it is not hazardous to the health, safety, and welfare of the public and does not constitute a public nuisance. Any vacant dwelling open at doors, windows, or wall opening, if unguarded, shall be deemed to be a hazard to the health, safety, and welfare of the public and is a public nuisance within the meaning of this ordinance.

9-8A-17: **HAZARDOUS BUILDING DECLARATION:** In the event that a dwelling, dwelling unit, rooming unit or building has been declared unfit for human habitation and the owner has not remedied the defects within a prescribed reasonable time, the dwelling may be declared a hazardous building and may be removed, razed, or corrected pursuant to the provisions of Minnesota Statutes.

9-8A-18: **COMPLIANCE ORDER:** Whenever the City Administrator or his/her designee determines that any dwelling, dwelling unit, or rooming unit, or portion thereof, is in violation of this or any other ordinance, he/she may issue a Compliance Order according to the City of Andover Code Violation Procedure.

9-8A-19: **RIGHT TO APPEAL:** Any person who believes that a compliance order issued under this chapter is based upon erroneous interpretation of this chapter, or upon a misstatement or mistake of fact, such person may appeal the Compliance Order to the City Council. Such appeals must be in writing, must specify the grounds for the appeal, and must be accompanied by a filing fee as determined by the City Council and be submitted to the City Administrator within ten (10) business days after service of the Compliance Order. The filing of an appeal shall stay all proceedings in furtherance of the action appealed from unless such stay would cause imminent peril to life, health, or property.

9-8A-20: **CITY COUNCIL'S DECISION:** Upon at least five (5) business days' notice to the appellant of the time and place for hearing the appeal and within thirty (30) days after appeal is filed, the City Council shall hold a hearing thereon at which the City Council shall dismiss, modify or affirm the order in whole or in part.

9-8A-21: **RESTRICTION ON TRANSFER OF OWNERSHIP:** It shall be unlawful for the owner of any dwelling, dwelling unit, rooming unit, or building upon whom a pending Compliance Order has been served to sell, transfer, mortgage, or lease, or otherwise dispose thereof to another person until the provisions of the Compliance Order have been complied with, unless such owner shall furnish to grantee, lessee, or mortgagee a true copy of any notice of violation or Compliance Order and shall obtain and possess a receipt of acknowledgment. Anyone with an interest in the

dwelling, dwelling unit, rooming unit, or building who has received notice of the existence of a Compliance Order shall be bound by same without further service of notice upon him/her and shall be liable for all penalties and procedures provided by this ordinance.

9-8A-22: **PENALTIES:** Any person who fails to comply with a Compliance Order after a right of appeal has expired and any person who fails to comply with a modified Compliance Order within the time set therein, upon conviction thereof, shall be guilty of a misdemeanor and upon conviction shall be subject to the penalties set forth in Minnesota Statutes.

9-8A-23: **EXECUTION OF COMPLIANCE ORDERS OF PUBLIC AUTHORITY:** Upon failure to comply with a Compliance Order within the time set therein, and no appeal having been taken, or upon failure to comply with a modified Compliance Order within the time set therein, the criminal penalty established hereunder notwithstanding, the City Council may by resolution cause the cited deficiency to be remedied as set forth in the Compliance Order. The cost of such remedy shall be a lien against the subject real estate and may be levied and collected as a special assessment in the manner provided by Minnesota Statutes, for any of the reasons set forth in Minnesota Statutes, and specifically for the removal and elimination of public health or safety hazards from private property, but the assessment shall be payable in a single installment. It is the intent of this section to authorize the City to utilize Minnesota Statutes to promote the public's health, safety, and general welfare.

CHAPTER 8

PROPERTY MAINTENANCE STANDARDS

ARTICLE B. RENTAL LICENSING

Section:

- 9-8B-1: Purpose and Intent
- 9-8B-2: Definitions
- 9-8B-3: License Required
- 9-8B-4: Application for Licensing
- 9-8B-5: Agent Required
- 9-8B-6: Initial License Issuance
- 9-8B-7: Renewal of License
- 9-8B-8: Transfer of License
- 9-8B-9: Inspections of Dwellings
- 9-8B-10: License Suspension, Revocation, Denial and Non-Renewal
- 9-8B-11: Display of License
- 9-8B-12: Fees
- 9-8B-13: Conditions of License Issuance
- 9-8B-14: Disorderly Conduct and Nuisance Police Calls for Service
- 9-8B-15: Trash Removal for Rental Properties
- 9-8B-16: No Retaliation
- 9-8B-17: Summary Action
- 9-8B-18: Severability Clause
- 9-8B-19: Violations and Penalties

9-8B-1: **PURPOSE AND INTENT:** The operation of rental residential properties is a business enterprise that gives rise to certain opportunities. Operators are responsible to take reasonable steps, as may be necessary, to assure that the citizens of the City who occupy such units, and those residing near such units, may pursue the quiet enjoyment of the normal activities of life in surroundings that are: (1) Safe, secure and sanitary; (2) Free from crimes and criminal activity, noise, nuisances or annoyances; and (3) Free from reasonable fears about safety of persons and security of property.

Further, it is the intent of this Article to regulate and provide for the inspections of rental housing to assure that such housing does not become a nuisance or blight to the neighborhood and does not create a disincentive to investment in the community.

This Article establishes standards that are applicable to all rental dwellings in the City. It does not apply to the portion of a rental dwelling that is occupied by a personal owner or relatives of the personal owner.

Finally, the City Council finds that repeated police calls to certain rental dwellings in the City occupied by persons with criminal histories have taxed law enforcement resources. The City Council also finds that persons residing in rental dwellings who engage in disorderly conduct or cause nuisance conditions create a hostile environment for others living in close proximity, thereby threatening the public safety. In order to preserve and protect the City's neighborhoods and to promote public safety, the City Council enacts a Crime Free Rental Program into the City Code. Any licenses issued by the City of Andover prior to the adoption of this Ordinance shall comply with the requirements listed herein at the time of next license renewal and shall still comply with the terms in which the licensed was originally issued until renewal occurs.

9-8B-2: **DEFINITIONS:** The following definitions, and those contained in Article I will be used in interpreting and enforcing this Article.

Agent: A person designated by the Owner of a rental property to act on behalf of the Owner.

City: The City of Andover, Minnesota.

Disorderly Conduct: For the purposes of this section, disorderly conduct may include, but is not limited to the following:

1. Drug related illegal activity.
2. Acts of violence or threats of violence including but not limited to, discharge of firearms, intimidation or any other act that otherwise jeopardizes the health, safety, or welfare of the owner, manager, agent, other tenants, tenant's family members, guests or neighboring property owners.
3. Creating, or allowing to continue, any hazardous or physically offensive condition which serves no legitimate purpose.
4. Repeated unfounded calls to police.
5. Violation of M.S. § 609.72 (Disorderly conduct), as it may be amended from time to time.
6. Violation of M.S. §§ 609.66, subd.1a, 609.67 or 624.713 (Unlawful use or possession of a firearm or weapon), as they may be amended from time to time.

7. Violation of M.S. § 609.50 (Obstructing legal process), as it may be amended from time to time.
8. Violation of M.S. § 609.74 and 609.745 (Public nuisance), as they may be amended from time to time.
9. Violation of M.S. § 145A.02, subd. 17 (Public health nuisance), as it may be amended from time to time.
10. Violation of M.S. § 609.321, 609.322, and 609.324, (Solicitation, inducement, and promotion of prostitution, housing individuals engaged in prostitution) as they may be amended from time to time.
11. Violation of M.S. § 609.282, 609.283, 609.284, (Labor and sex trafficking crimes), as they may be amended from time to time.
12. Violation of M.S. § 609.33, relating to owning, leasing, operating, managing, maintaining or conducting a disorderly house or inviting or attempting to invite others to visit or remain in a disorderly house.
13. Violation of M.S. § 609.713, (Threats of violence), as they may be amended from time to time.
14. Violation of M.S. § 609.715, (Unlawful Assembly), as it may be amended from time to time.
15. Violation of M.S. § 609.71, (Riot), as it may be amended from time to time.
16. Violation of Title 5, Chapter 1 of the Andover City Code pertaining to restrictions on animals.
17. Violation of Title 5, Chapter 6 of the Andover City Code (Noise Control).
18. Violation of Title 5, Chapter 4 of the Andover City Code (Weapons).
19. The unlawful sale of liquor.

Drug Related
Illegal Activity:

Means the illegal possession or constructive possession, manufacture, sale, distribution, purchase, use or

possession with intent to manufacture, sell, or distribute a controlled substance as defined in the Controlled Substance Act [21 U.S.C. 802], or possession of drug paraphernalia per Minnesota Statutes.

Immediate Family: Direct descendants, parents, grandparents, sibling or any such person of traditional or blended family.

Licensee: A person, firm or corporation that obtains a rental license from the City. For the purposes of this Article, "Licensee" and "Property Owner" may be considered one-in-the-same, and the terms "Licensee" and "Property Owner" may be used interchangeably when it makes sense to do so.

Major Life/Safety Issues: Hazardous conditions that pose a risk to the life and safety of occupants including, but not limited to, faulty or malfunctioning smoke detectors, handrails, guardrails and egress.

Multi-Family Rental License: A rental license established for any rental dwelling with two (2) or more dwelling units subject to interior and exterior inspections.

Nuisance call: Any instance where law enforcement officers are called to a property in response to a valid complaint related to disorderly conduct.

Operate: To charge a rental fee for the use of a dwelling unit within a rental dwelling.

Rental Lease: A written contract between an owner, agent, or manager and a tenant(s), whereby the tenant makes rent payments or other form of compensation in order to occupy the rental dwelling. The rental lease also includes language that relates to the obligations of both parties to the contract and has the same meaning as a rental agreement.

Rental License: A permit granted by the City that grants the property owner the right to rent.

Rental Dwelling: Any dwelling or dwelling unit used for residential occupancy by one or more persons who are not the owner or a member of the owner's immediate family.

“Rental dwelling” does not include the exemptions contained in Section 9-8B-3 of this Article.

Single Family
Rental license:

A rental license established for any rental dwelling with less than two (2) dwelling units which is subject to exterior inspections only, with the exception of interior inspections in the event of emergency or life-threatening situations as determined by the Building Official, Fire Chief, and/or their designated representative.

Tenant(s):

A person or persons who rent a rental dwelling.

Valid complaint:

A violation that is visible at the time of inspection or proven by credible, substantial evidence to the satisfaction of the City.

Meaning of
certain words:

Wherever the terms “dwelling,” “dwelling unit,” “premises,” and “structure,” are used in this Article, they shall be construed as though they were followed by the words “or any part thereof”.

9-8B-3: **LICENSE REQUIRED:**

- A. License: No person, firm or corporation shall operate a rental dwelling unit without first having obtained a license to do so from the City as provided for in this Article. Each license shall be issued for a two (2) year term and expire two (2) years from the issuance.
- B. Types of Licenses Required: There shall be two (2) types of licenses: multi-family and single-family.
- C. Exemptions from Rental Licensing:
 1. Rental property which is listed as a Nursing Home, Assisted Living, or Boarding Care home by the State of Minnesota Department of Health shall be exempt from the license required under this Article. This exception shall not apply if no services are provided to the occupants, or the services are incidental to, or independent of, the landlord/occupant relationship.
 2. State licensed residential facilities that do not provide overnight residential services.

3. A single-family dwelling or a dwelling unit occupied by the Property Owner for a minimum of six (6) consecutive months per calendar year.
4. A residential property owned by a 'snowbird' where the property is rented to another person for a period of less than 120 consecutive days while the Owner is residing out of the State of Minnesota. The Property Owner must occupy the property during the remainder of the year.
5. A single-family residential property that has been sold on a contract for deed or has been sold as "rent to own" so long as the purchaser occupies the property and the sale document used to memorialize the sale is in the form of a uniform conveyancing blank or is recorded with the Anoka County Recorder's office and a copy is provided to the City upon request.
6. A single-family residential property that is occupied by the Owner and two or less occupants where the Owner and the occupants share all living space within the dwelling.
7. Single family residential property that is owned by a member of the armed services who is on active duty and the property is rented to another person during the time of active duty. The Owner must provide the City with a copy of the Owner's military orders and must occupy the property when not on active duty as the Owner's primary residence.
8. Hotels, motels or medical facilities as defined by Andover City Code.

9-8B-4: **APPLICATION FOR LICENSE:**

- A. The rental Property Owner or the Owner's designated agent shall submit a written application for a rental license on forms prescribed by the City.
- B. Prior to issuance or renewal of a rental license, the following information shall be submitted:
 1. Name, address, email address, and phone number of the Property Owner.
 2. Name, address, email address, and phone number of the Property Manager if different from the property owner.

3. Name, address, email address, and phone number of the designated agent if applicable.
4. The street address and/or property identification number of the property.
5. Number of units offered for rent.
6. A blank copy of any written lease to be used for occupants including the following lease addendums:
 - a. Crime Free/Drug Free Addendum.
 - b. Lead Free informational materials for pre-1978 properties, including all information as may be required by Federal law.

9-8B-5: **AGENT REQUIRED:** Any Property Owner who does not live in the state shall appoint, on the license application, an agent residing within the State of Minnesota upon whom the City may serve notices pertaining to the licensed dwelling unit(s).

9-8B-6: **INITIAL LICENSE ISSUANCE:** No license shall be issued under this Ordinance unless the rental dwelling and its premises conform to the Ordinances of the City and laws of the State. An inspection of the dwelling unit may be conducted prior to issuance of an initial rental license.

9-8B-7: **RENEWAL OF LICENSE:**

- A. All renewed rental licenses shall be valid for a period of up to two (2) years.
- B. All rental license renewal applications and required fees shall be submitted to the City on a biannual basis and prior to the issuance of a rental license.
- C. Information on the rental license application must be updated to reflect current conditions at time of renewal.
- D. No license shall be renewed under this Ordinance unless the rental dwelling and its premises conform to the Ordinances of the City and laws of the State. An inspection of the dwelling unit may be conducted prior to issuance of a renewed rental license.

9-8B-8: **TRANSFER OF LICENSE:** A rental license is nontransferable and shall automatically terminate within thirty (30) days of closing on the sale of the licensed building unless, within thirty (30) days of said closing, the new Owner applies for and is granted a new rental license for said building in accordance with this Article.

9-8B-9: **INSPECTIONS OF DWELLINGS:**

- A. New licenses: Upon receipt of a properly executed new application for licensing and receipt of the appropriate fee, the City Administrator or his/her designee shall conduct an initial inspection of the premises to assure compliance with the City Code.
- B. License renewal: Any rental dwelling may be re-inspected after a renewal application is filed to determine compliance.
- C. Additional Inspections: The City shall inspect every rental unit at least once every two (2) years. The City may inspect any rental unit if it falls within one or more the following criteria:
 - 1. The unit has been abandoned by the Owner or the Owner of such unit cannot be found.
 - 2. Water, gas, or electric services to such unit has been discontinued as a result of nonpayment.
 - 3. The unit is on a parcel of land that is on the County's delinquent tax list.
 - 4. The City has probable cause to believe that there exists within such unit one or more violations of the requirements of the Andover City Code.
 - 5. The property owner of the rental unit has, within the preceding six (6) months, renewed a license after suspension or revocation.
 - 6. The unit is the subject of a pending notice of the City's intent to suspend or revoke the rental license.
 - 7. An occupant or neighboring Property Owner files a valid complaint with the City relative to the condition of the unit or premises.
 - 8. The unit has not been inspected in the preceding two (2) years.

9. Upon receipt of an initial or renewal license application.
- D. Access for Inspections:
1. The City Administrator or his/her designee shall be authorized to make or cause to be made inspections to determine the condition of dwellings, multiple dwellings, dwelling units, rooming houses, rooming units, and premises in order to safeguard the health, safety, morals, and welfare of the public.
 2. The City Administrator, or his/her designee, shall be authorized to enter any dwelling, multiple dwelling, dwelling unit, rooming house, rooming unit, or premises at any reasonable time for the purpose of performing his/her duties under this Article.
 3. The owner, operator, or occupant of every dwelling, multiple dwelling, dwelling unit, rooming house, rooming unit, and premises, or the person in charge thereof, shall give the City Administrator, or his/her designee, free access to such dwelling, multiple dwelling, dwelling unit, rooming house, rooming unit and premises on which it is located at all reasonable times for the purpose of such inspection, examination and survey.
- E. Interior Inspections: An inspection of the interior and exterior of the property shall be required for all multi-family rental properties. An inspection of the exterior only of the property shall be required for all single-family rental properties. In emergency and/or life-threatening situations as deemed necessary by the Building Official, Fire Chief, and/or designated representative, inspections may be conducted on single-family rental properties to include the interior and exterior portions of the rental dwelling and without permission from the property owner after reasonable attempts to contact the owner have failed.
- F. Refusal of Access for Inspection: If the owner, operator, person in charge, or occupant shall refuse to consent to the inspection, an administrative search warrant may be obtained where there is probable cause to believe a violation exists within the particular structure or property.
- G. Emergency Conditions: No administrative search warrant is needed where an emergency condition exists which endangers persons or property and insufficient time is available to obtain the warrant and protect such endangered persons or property.

- H. Subject to Occupant's Right to Privacy: Entry under this Section is subject to Minnesota Statutes, Sections 504B.211 (Residential Tenant's Right to Privacy) as amended.
- I. Costs of Obtaining Warrant: If the City finds it necessary to obtain an administrative search warrant to enter the property for inspection due to the Property Owner, operator, or person in charge, or occupant's lack of cooperation, said person or persons may also be charged with all costs of obtaining the warrant, including court costs and attorney's fees.

9-8B-10: LICENSE SUSPENSION, REVOCATION, DENIAL AND NON-RENEWAL:

- A. Process for consideration of license suspension, revocation, denial or non-renewal:
 - 1. No action will be taken by the City Council to revoke, suspend, deny, or not renew a rental license without a public hearing and written notice of that hearing being sent to the property owner and affected occupants a minimum of ten (10) days prior to the hearing.
 - 2. The Council shall give due regard to the frequency and seriousness of the violations, the ease with which such violations could have been cured or avoided and good faith efforts to comply.
 - 3. The Council shall issue a decision to revoke, suspend, deny or not renew a rental license only upon written findings.
 - 4. Upon a decision to revoke, suspend, deny or not renew a license, no new application for the same facility will be accepted for a period of time specified in the Council's written decision, not exceeding one (1) year. Such new applications shall be accompanied by a reinstatement fee as required by this Article.
 - 5. The Council may suspend, revoke, deny or not renew a license for part or all of a facility.
 - 6. A written decision to revoke, suspend, deny or not renew a license or application for part of a facility shall specify the part or parts of the facility to which it applies. Thereafter, and until a license is reissued or reinstated, no rental units becoming vacant in such part or parts of the facility may be re-let or occupied.

- a. Revocation, suspension, denial or non-renewal of a license shall not excuse the owner from compliance with all terms of this Article for as long as any units in the facility are occupied.
- b. Failure to comply with all terms of this Article during the term of revocation, suspension, denial or non-renewal is a misdemeanor and grounds for extension of the term of such revocation or suspension or continuation of non-renewal, or for a decision not to reinstate the license, notwithstanding any limitations on the period of suspension, revocation, denial or non-renewal specified in the City Council's written decision.

B. Suspension:

- 1. The City Council may suspend a rental license under any of the following circumstances:
 - a. Failure to correct deficiencies noted in Compliance Orders within the time specified in the notice.
 - b. Failure to pay any license, inspection or reinstatement fee required by this Article.
 - c. Any other violation of the Andover City Code.
 - d. Any specific provisions of the City ordinances that include suspension as a remedy (i.e. nuisance calls, etc.).
- 2. Additional standards related to suspension of a rental license:
 - a. A reinstatement fee as established by the City Council shall be paid prior to reinstatement of a rental license that has been suspended.
 - b. In addition to the reinstatement fee, the City may issue a citation for the applicable violations.
 - c. While under suspension, the Property Owner cannot lease the affected unit and/or facility to a new occupant.
 - d. The suspension shall be for a period of up to six (6) months unless otherwise regulated by this Article.

C. Revocation:

1. The City Council may revoke a rental license under the following circumstances:
 - a. When a Property Owner has not complied with reinstatement criteria.
 - b. When it is found that a Property Owner has given false statements on any application or other information or report required by this Article to be given by the applicant or licensee.
 - c. When it has been determined through an inspection that major life/safety issues exist on the property.
 - d. When the Property Owner or designated agent has been convicted of a crime related to the type of business licensed and failure to show, by competent evidence, rehabilitation and present fitness to perform the duties of the business.
 - e. Operating or allowing the rental property to be used in such a manner as to constitute a breach of the peace, a menace to health, safety and welfare of the public or a disturbance of the peace or comfort of the residents of the City, upon recommendation by the County Sheriff.
 - f. Failure to schedule and/or allow rental or building inspections of the licensed premises, for the purpose of ensuring compliance with rental licensing requirements, City Code requirements, State building codes, or other applicable State or Federal law.
 - g. Real estate or personal property taxes on the business have become delinquent and the Property Owner and the applicant are the same person or entity or have any common ownership where they are a different person or entity.
 - h. Failure to actively pursue the eviction of occupants who have violated the provisions of the Crime Free Lease Addendum.

- i. Any specific provisions of the City Ordinances that include revocation as a remedy (i.e. nuisance calls, etc.)
- j. Other good cause as determined by the City Council.

2. Additional standards related to revocation of a rental license:

- a. A reinstatement fee as established by the City Council shall be paid prior to reinstatement of a rental license that has been revoked.
- b. In addition to the reinstatement fee, the City may issue a citation for the applicable violations.
- c. While under revocation, the Property Owner cannot extend the lease of an existing occupant and cannot lease the affected unit to a new occupant.
- d. The revocation shall be for a period of up to one (1) year.

9-8B-11: **DISPLAY OF LICENSE:** Licenses issued under this Article must be conspicuously posted in a public corridor or front entrance of rental dwellings with four or more units. All rental Property Owners must produce a copy of the rental license upon demand of a prospective occupant or City official.

9-8B-12: **FEES:**

- A. License Fees: Fees Established and Due Date: Rental license fees and reinstatement fees shall be set by the City Council and shall be due with submission of a new or renewal application.
- B. Reinspection Fees: An initial inspection shall be required at the time of application, the cost of which shall be included in the license application fee. A reinspection to verify compliance will be conducted at no charge. A fee, as set by the City Council, may be charged for any subsequent reinspection necessitated by receipt of a valid complaint or as a result of a previous unsatisfactory inspection.

9-8B-13: **CONDITIONS OF LICENSE ISSUANCE:**

- A. Compliance with Chapter: The City shall issue a rental dwelling license if the building and the application are found to be in compliance with the provisions of this chapter.
- B. Conformance to Laws: No rental dwelling license shall be issued or renewed unless the rental dwelling and its premises conform to the

Andover City Code; and the laws of the State of Minnesota; and all applicable fees have been paid.

9-8B-14: **DISORDERLY CONDUCT AND NUISANCE POLICE CALLS FOR SERVICE:** During the term of the rental license, and any re-licensure, whereby nuisance calls related to the property occur in any consecutive twelve (12) month period following the first nuisance call, the following shall apply:

- A. **First Nuisance Call:** Upon determination by the City that a dwelling unit was used in a disorderly manner, as described in this section, the City shall give notice to the licensee of the violation and direct the licensee to take steps to prevent further violations. The disorderly manner shall be as defined in this section.
- B. **Second Instance:** If a second instance of disorderly use of the dwelling unit occurs within three (3) months of an incident for which a notice was given as specified in this Section, the City shall notify the licensee to submit a written report of the actions taken, and proposed to be taken by the licensee to prevent further disorderly use of the dwelling unit. This written report shall be submitted to the City within five (5) days of receipt of the notice/report of disorderly use of the dwelling unit and shall detail all actions taken by the licensee in response to all notices of disorderly use of the dwelling unit within the preceding three (3) months.
- C. **Third Instance:** If a third instance of disorderly use of the dwelling unit occurs within three (3) months after a second instance of disorderly use for which a notice was given to the licensee pursuant to Subsections of this section, the rental dwelling license for the rental dwelling may be denied, revoked, suspended or not renewed. An action to deny, revoke, suspend, or not renew a license under this section shall be initiated by the City, who shall give the licensee written notice of a hearing before the City Council to consider such denial, revocation, suspension or nonrenewal. Such written notice shall specify all violations of this section, and shall state the date, time, place and purpose of the hearing. The hearing shall be held no less than ten (10) days and no more than thirty (30) days from the date of such notice.
- D. **Action Of The City Council:** Following the hearing, the City Council may deny, revoke, suspend or decline to renew the license for all or any part or parts of the rental dwelling or may grant a license upon such terms and conditions as it deems necessary to accomplish the purposes of this section.

- E. Council Action Not Exclusive: Enforcement actions provided in this section shall not be exclusive, and the City Council may take any action with respect to a licensee, a tenant, or the licensed rental dwelling as is authorized by this chapter, other sections of the Andover City Code Ordinance, or state law.
- F. Eviction Proceedings: No adverse license action shall be imposed where the instance of disorderly use of the dwelling unit occurs during the pendency of eviction proceedings (unlawful detainer) or within thirty (30) days of notice given by licensee to a tenant to vacate the premises where the disorderly use was related to conduct by that tenant or by other occupants or guests of the tenant's dwelling unit. Eviction proceedings shall not be a bar to adverse license action, however, unless they are diligently pursued by the licensee. Further, any action to deny, revoke, suspend, or not renew a license based upon violations of this section may be postponed or discontinued at any time if it appears that the licensee has taken appropriate measures to prevent further instances of disorderly use.
- G. Evidence of Disorderly Manner: A determination that the rental dwelling unit has been used in a disorderly manner as described in this section shall be made upon substantial evidence to support such determination. It shall not be necessary that criminal charges be brought in order to support a determination of disorderly use, nor shall the fact of dismissal or acquittal of such criminal charge operate as a bar to adverse license action under this section.
- H. Serving Notice: All notices given by the City under this section shall be personally served on the licensee, sent by certified mail to licensee's last known address or, if neither method of service effects notice, by posting on a conspicuous place on the licensed rental dwelling.
- I. An action to deny, revoke, suspend, or not renew a license based upon violation of this section may be postponed or discontinued at any time if it appears that the Licensee has taken appropriate measures which will prevent further nuisance calls.

9-8B-15: TRASH REMOVAL FOR RENTAL PROPERTIES:

- A. Rental properties must have regularly scheduled recycling and trash pick-up.
- B. If the trash and/or recycling has not been removed within seven (7) days of the normally scheduled pick-up, the trash may be removed under emergency abatement procedures.

- C. If the lack of trash and/or recycling service becomes a recurring problem, refuse service will be authorized by the City and will be assessed as a lien on the subject property.

9-8B-16: **NO RETALIATION:** No Licensee shall evict, threaten to evict, or take any other punitive action against any occupant who, by reason of good faith, calls City officials related to public safety or property maintenance concerns. This Section shall not prohibit the eviction of occupants from a rental dwelling for unlawful conduct of an occupant or invitee for violations of any rules, regulations, or lease terms other than a prohibition against contacting City officials.

9-8B-17: **SUMMARY ACTION:** When the conduct of any Licensee or their agent, representative, employee or lessee or the condition of their dwelling is detrimental to the public health, safety and general welfare as to constitute a nuisance, fire hazard, or other unsafe or dangerous condition and thus give rise to an emergency, the City shall have the authority to summarily condemn or post for no occupancy such area of the rental dwelling.

9-8B-18: **SEVERABILITY CLAUSE:** If any section, subsection, sentence, clause or phrase of this Article is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Article.

9-8B-19: **VIOLATIONS AND PENALTIES:** Any person violating any provision of this Article is guilty of a misdemeanor and upon conviction shall be subject to the penalties set forth in Minnesota Statutes.