



Single-Family Rental License Application

1685 CROSSTOWN BOULEVARD N.W. • ANDOVER, MINNESOTA 55304 • (763) 755-5100
FAX (763) 755-8923 • WWW.ANDOVERMN.GOV

A Rental License is required to be renewed every two (2) years for all single-family rental dwelling units. Each rental dwelling unit requires a separate application form and a separate \$50 non-refundable fee. By applying for this license, you are authorizing permission to allow for a City Official(s) to enter onto the property to conduct onsite inspections of the exterior portions of the residential dwelling and property. Please call City Hall at (763) 755-5100 with any questions.

APPLICATION FEES			
<p><u>\$50 Non-Refundable Application Fee</u> – per dwelling unit for initial and renewal license applications. This fee includes one on-site inspection and one follow-up inspection, if required. This fee must be submitted at the same time as this application.</p>			
EXTERIOR INSPECTION			
<p>Upon receipt of this application and fee, the City will conduct an inspection around the exterior of the property. Attendance of the property owner(s) or tenant(s) is not required. If you request to attend, please indicate which day(s) and time work best for your property.</p> <p>_____ Morning (8:30AM – 11:30AM) _____ Afternoon (1:30PM – 3:30PM)</p> <p>___ Monday ___ Tuesday ___ Wednesday ___ Thursday ___ Friday</p>			
RENTAL PROPERTY INFORMATION			
Address		Year Built	
OWNER INFORMATION			
Name	Phone Number	Email Address	
Address	City	State	Zip Code
RENTAL AGENT INFORMATION			
<p><input type="checkbox"/> Check this box if same as above</p> <p><i>Either the property owner or the Rental Agent are required to reside within the State of Minnesota.</i></p>			
Name	Phone Number	Email Address	
Address	City	State	Zip Code

Please submit this application to:
City of Andover – Planning Department
1685 Crosstown Blvd NW, Andover, MN 55304

REQUIRED LEASE ADDENDUMS

In addition to filling out the application form and providing the required \$50 application fee, the following documents are required at the time of application:

- A blank copy of any written lease to be used for occupants that includes the following lease addendums:
 - Crime Free/Drug Free Addendum that is included on Page 4 of this application.
 - Lead Free informational materials for pre-1978 properties, including all information as may be required by Federal Law. If you are unable to determine the year the dwelling was built please contact the Planning Dept. for assistance.

By applying for this license and providing the information required above, you are certifying to the City of Andover that the Crime Free/Drug Free addendum will be enforced by the property owner and/or rental agent and that failure to do so may result in license revocation.

OTHER IMPORTANT INFORMATION

The City will only inspect the interior of the dwelling unit in an emergency or life-threatening situation. The City encourages you to become familiar with applicable ordinances, state statutes, and additional fees that are outlined below. These ordinances and state statutes will be made available upon request and are also listed on the City's website under the Planning Department page (www.andovermn.gov):

City of Andover City Code of Ordinances

- Title 4, Public Health and Safety (Nuisances, Refuse, Trees, Junk Vehicles, Grass and Weeds)
- Title 5, Chapter 6, Noise Control
- Title 9, Chapter 8, Property Maintenance Code
- Title 12, Zoning Regulations
- All other applicable sections of the Andover City Code of Ordinances as deemed appropriate with this application.

Minnesota State Statutes

- Minnesota State Statute 299F.50-.51, Carbon Monoxide Alarms
- Minnesota State Statute 299F.362, Smoke Alarms
- All other applicable Minnesota State Statutes as deemed appropriate with this application.

Additional Fees

- \$50 RE-INSPECTION FEE – A re-inspection shall be paid for each re-inspection conducted after the initial and follow-up inspections have been done. A re-inspection fee shall be paid upon receipt of a valid complaint and/or prior to a rental license being issued.
- \$1,000 RE-INSTATEMENT FEE – If the rental license is revoked, suspended, denied or not renewed by the City Council for any of the reasons as specified by City Code, a re-instatement fee shall be required in order to resume renting the property. Other conditions may apply.

Keep in mind that you are the property owner and are ultimately responsible for the condition of your investment

OWNER/AGENT SIGNATURE

The undersigned further agrees that the exterior of the rental premises may be inspected by the City's enforcement officials as provided in the Andover City Code of Ordinances Chapter 9-8 for Single Family Rental Licenses. The undersigned hereby certifies that the information provided is true and correct to the best of their knowledge.

Property Owner's Signature

Date

Applications submitted without a valid signature will be considered incomplete and will not be processed.

Application Checklist:

- Completed & Signed Application Form
- \$50 Application Fee
- Copy of Blank Lease with the following lease addendums:
 - Crime Free/Drug Free Lease Addendum (*Example Provided on Following Page*)
 - Lead-Free Informational Materials (*Pre-1978 Properties Only*)

CRIME FREE/ DRUG FREE LEASE ADDENDUM

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

Crime Free/Drug Free.

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia.
2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.
3. Resident or members of the household will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household.
4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful possession or discharge of firearms, prostitution or prostitution related activity, allowing stolen property or property obtained by robbery, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his agents or tenants.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. *A single violation of any of the provisions of this LEASE ADDENDUM shall be deemed a serious violation and material non-compliance with the lease.*

Disorderly Conduct.

1. Resident, members of the resident's household, guests, or other persons under the resident's control shall not engage in Disorderly Conduct as defined by the Andover City Code. These activities include, but are not limited to: Violation of any Federal or State Law; violation of Andover City Ordinance; drug related illegal activity; acts or threats of violence; repeated unfounded calls to police; major Life/Safety Issues; creating, or allowing to continue, any hazardous or physically offensive condition which serves no legitimate purpose
2. THREE NUISANCE POLICE CALLS FOR SERVICE INVOLVING THE SAME TENANCY WITHIN A CONTINUOUS TWELVE MONTH PERIOD SHALL BE A SUBSTANTIAL AND MATERIAL VIOLATION TO THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY.

Non-exclusive Remedies.

The Crime Free/Drug Free and Disorderly Conduct provisions are in addition to all other terms of the lease and do not limit or replace any other provisions.

Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident. In the case of a conflict between the provisions of this LEASE ADDENDUM and any other provisions of the lease, the provisions in this LEASE ADDENDUM shall govern.

Management

By: _____ Date Signed: _____

Resident(s)

By: _____ Date Signed: _____



SINGLE FAMILY RENTAL PROPERTY INSPECTION CHECKLIST

The Planning Department is responsible for promoting safety, health and livability in the City of Andover and administrating the single-family rental license program. Regular inspections of rental properties are conducted to ensure they are safe and well maintained. Please use this checklist as a guide and please be aware these are items commonly found to be in violation and are not considered all-inclusive.

Exterior Dwelling Conditions

All of the following exterior elements are required to be kept in clean, sanitary and structurally safe condition and in sound repair:

- Stairways
- Porches
- Balconies
- Decks
- Windows
- Doors
- Soffit & Fascia
- Roofs
- Siding
- Bricks, stone or stucco
- Accessory structures or other detached structures on the property
- Any other exterior element of the dwelling.

Garbage/Junk/Outdoor Storage

- All rental properties are required to have trash service at a minimum of bi-weekly.
- Property must be free of junk, debris, brush, equipment, appliances, indoor furniture and any other personal belongings no longer used for the purpose it was made for or manufactured.
- All waste materials must be stored in proper containers for collection and not deposited on the property.

Off-Street Parking

Vehicles, trailers, boats, campers, etc. must be parked as follows:

- Entirely upon a driveway, visibly operable, displaying current license plates and registration tabs, or;
- A combination of no more than 2 vehicles under 20 ft in length may be stored in the rear yard, provided they are no closer than 10 ft to the lot line, or;
- Inside an enclosed garage or storage building.

Fences & Retaining Walls

- Must be maintained in good condition and vertical position with no missing, broken, incomplete or deteriorated sections or structural elements.
- Materials are of the same quality, workmanship and are adequately painted and/or stained and free from blight.

Weeds, Grass & Vegetation

- Grass must be maintained at a uniform height of less than 8 inches and free from noxious weeds.
- Property must be free of dead or diseased trees with no branches or bushes obstructing sidewalks or driver visibility.