

**TOWN OF MILAN ORDINANCE 6-12-17-\_\_\_**

**AN ORDINANCE FOR THE CREATION OF  
A RENTAL REGISTRATION AND INSPECTION PROGRAM**

WHEREAS the Town of Milan finds that for the promotion of public health and safety that the regulation and inspection of rental properties is necessary and desirable;

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Milan, Indiana, that Title IX of the Town of Milan Code of Ordinances shall hereby be amended to add Chapter 95 as follows:

**RENTAL REGISTRATION AND INSPECTION PROGRAM**

**Sections:**

- 95.01 Title**
- 95.02 Definitions**
- 95.03 Safe and habitable premises**
- 95.04 Annual Registration**
- 95.05 Inspection**
- 95.06 Penalties for violation**

**95.01 Title.**

This chapter shall be known as the “Rental Registration and Inspection Program” of the Town of Milan, Indiana.

**95.02 Definitions.**

The following definitions shall apply in the interpretation and enforcement of this chapter.

Words in the singular shall include the plural, and words in the plural shall include the singular.

“Inspection certificate” means a certificate issued by the planning department which documents that a rental unit has passed inspection and the owner is permitted to rent or lease the unit.

“Inspection officers” shall mean the following persons, working separately or together, who shall enforce the provisions of this chapter:

1. Town Manager or his/her designee.
2. Fire inspector, fire chief or other designated officer.

3. County health officer or his / her designee.

“Occupant” means any person, living, sleeping, cooking, or having physical or actual possession of a rental unit.

“Owner” means one or more persons in whom is vested all or part of the legal title to property. The term includes a mortgagee or contract purchaser in possession.

“Person” means an individual, a corporation, an association, a partnership, a governmental entity, a trust, an estate, or any other legal or commercial entity.

“Registration fee” means the amount paid when registering a rental unit with the town.

Rental Unit. As used in this chapter, “rental unit” means:

1. A structure, or the part of a structure, that is used as a home, residence, or sleeping unit by:
  - a. One individual who maintains a household; or
  - b. Two or more individuals who maintain a common household; or
2. Any grounds, facilities, or area promised for the use of a residential tenant, including the following:
  - a. An apartment unit.
  - b. A boarding house.
  - c. A rooming house.
  - d. A mobile home space.
  - e. A single- or two- or more family dwelling.

Rental Unit Community. As used in this chapter, “rental unit community” means one or more parcels of contiguous real property upon which are located one or more structures containing rental units, if:

1. The combined total of all rental units in all of the structures is five or more rental units; and

2. The rental units are not occupied solely by the owner or the owner's family.

"Unsafe building" means a building or structure, or any part of a building or structure, that is:

1. In an impaired structural condition that makes it unsafe to a person or property;
2. A fire hazard;
3. A hazard to the public health;
4. A public nuisance;
5. Dangerous to a person or property because of a violation of a statute or ordinance concerning building condition or maintenance;
6. Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance; or
7. Otherwise in violation of state or town unsafe building laws.

"Unsafe premises" means the tract of real estate on which an unsafe building is located.

**95.03 Safe and habitable premises.**

An owner must maintain the rental unit in a safe and habitable manner. Accordingly, the owner must ensure that a rental unit:

A. Is not in an unsafe building.

B. Is in compliance with all rules, regulations, ordinances, statutes, or other laws including, but not limited to:

1. The Town of Milan unsafe building ordinance;
2. The state of Indiana Unsafe Building Law;
3. State and Town fire code;
4. State and Town building code;
5. National, state, and local electric code;

6. Any other rule, regulation, statute, or other law relating or pertaining to the safety or habitability of a residential or rental property.

C. Is safe and habitable with respect to:

1. Electrical supply and electrical systems;
2. Plumbing and plumbing systems;
3. Water supply, including hot water;
4. Heating, ventilation, and air conditioning equipment and systems;
5. Bathroom and toilet facilities;
6. Doors, windows, stairways, and hallways;
7. Functioning smoke detectors; and
8. The structure in which a rental unit is located.

**95.04 Annual registration.**

A. Registration Form. The Clerk-Treasurer shall prepare a form for an owner of a rental unit to complete (“registration form”). The registration form shall require information including, but not be limited to: name of owner, address of rental unit, mailing address for owner or owner’s representative, name of tenant, e-mail address, phone number, number of units that owner rents, and verification that the landlord will update any and all information within 30 days of any change. The Clerk-Treasurer may amend the registration form from time to time as appropriate and/or necessary.

B. Annual Registration and Fee. An owner of rental unit in the town shall complete a registration form and pay an annual \$5.00 registration fee (“registration fee”) for each parcel of real property on which a rental unit is located. The registration form and the registration fee shall be submitted to the town Clerk-Treasurer. The registration forms for all existing rental properties in place the time of adoption of this ordinance shall be submitted on or before January 1, 2018. In all other cases, registration forms shall be submitted within 30 days of the establishment of the new rental property. In all other cases, the annual registration fee shall be due by January 1 of each year.

C. Rental Unit Community Exception. Notwithstanding the provisions of subsection B of this section, an owner of a rental unit community will only be obligated to complete one registration form and to submit a single registration fee per each rental unit community.

D. Obligation to Update Information. The owner of a rental unit will be required to update its registration form within 30 days of any change in address, change in ownership, change in occupant, or any other material changes thereto. Failure to do so will result in a violation of this chapter.

E. Initial Registration. All current owners shall submit an initial registration form and a registration fee for any and all existing rental units by January 1, 2018. Thereafter, any owner shall have 30 days from obtaining ownership in a rental unit and/or leasing a rental unit to register that rental unit with the town and to submit the registration fee.

F. Rental Registration and Inspection Fund. The Town Council hereby establishes a special fund which shall be known as the "Rental Registration and Inspection Fund" dedicated solely to reimbursing the costs actually incurred by the town relating to the registration and inspection of rental units as provided in this chapter. All registration fees required hereunder shall be deposited in that special fund.

#### **95.05 Inspection.**

A. Inspections Authorized. The inspection officers are authorized and directed to make inspections to determine the condition of rental units located within the Town of Milan.

1. The inspection officers are authorized to enter, examine and survey, at all reasonable times, any and all rental units. The owner or the owner's representative, and/or occupant of every rental unit, shall give the inspection officer free access to such rental unit and its premises at all reasonable times for the purpose of such inspection, examination and survey, provided, however, that such inspection officer has, prior to entry thereof, positively identified himself or herself as a person authorized pursuant to this chapter to enter upon said premises. At the time of each inspection, all pets must be controlled so that the inspection officer can move about the dwelling and surrounding property.

2. The owner or the owner's representative and the occupant shall be entitled to 72 hours' written notice from the inspection officer prior to conducting the inspection, examination or survey. In the event that the owner, or the tenant if occupied, refuses to allow the inspection officer to conduct the inspection, the inspection officer shall apply for a warrant to make the inspection in accordance with IC 36-7-9-16.

3. This provision shall not be construed to limit or restrain the right of the inspection officer to make an inspection of any other building or premises pursuant to any of the provisions of IC 36-7-9-1 et al. or the town's ordinances concerning unsafe buildings or unsightly premises.

B. Inspection At Least Once Every Five Years. Every rental unit operated and maintained in the town shall be inspected by an Inspection Officer or his/her designee at least one time every five years ("routine inspection"). The routine inspection shall be made to ascertain that the facility conforms to all requirements of this chapter, any other ordinance of the town, and all statutes of the state of Indiana regarding such facilities.

C. Exemption to Routine Inspection. Pursuant to IC 36-1-20-4.1(c), except as provided in subsection D of this section, the town may not conduct a routine inspection of a rental unit or impose a fee pertaining to the inspection of a rental unit, if the rental unit satisfies all of the following:

1. The rental unit is:

- a. Managed by a professional real estate manager; or
- b. Part of a rental unit community that is managed by a professional real estate manager.

2. During the previous 12 months, the rental unit has been inspected or is part of a rental unit community that has been inspected by either of the following:

a. By or for:

- i. The United States Department of Housing and Urban Development, the Indiana Housing and Community Development Authority, or another federal or state agency; or
- ii. A financial institution or insurance company authorized to do business in Indiana.

b. By an inspector who:

- i. Is a registered architect;
- ii. Is a professional engineer; or

iii. Satisfies the qualifications of the town's planning department such that the inspector would qualify as an inspection officer.

c. However, the inspector may not be an employee of the owner.

3. A written inspection report of the inspection under subsection (C)(2) of this section has been issued to the owner of the rental unit or rental unit community (as applicable) that verifies that the rental unit or rental unit community is safe and habitable with respect to:

a. Electrical supply and electrical systems;

b. Plumbing and plumbing systems;

c. Water supply, including hot water;

d. Heating, ventilation, and air conditioning equipment and systems;

e. Bathroom and toilet facilities;

f. Doors, windows, stairways, and hallways;

g. Functioning smoke detectors; and

h. The structure in which a rental unit is located.

4. The inspection report issued under subsection (C)(3) of this section is delivered to the town planning department on or before the date of the scheduled inspection.

D. Additional Inspections. In addition to the routine inspection, the town may inspect any rental unit, if the political subdivision has reason to believe or receives a complaint that the rental unit does not comply with applicable code requirements, so long as the town provides 72 hours' written notice as provided in subsection (A)(2) of this section.

E. Access. Every occupant of a rental unit shall give the owner thereof or the owner's representative access to any part of such dwelling or rental unit or its premises at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this chapter.

F. Inspection Fee. For any routine inspection or additional inspection, the town shall charge the owner of the rental unit a fee of \$125.00 (“inspection fee”) for each building, along with an additional \$25.00 fee for each unit. Failure to pay the inspection fee within 30 days of receiving notice thereof shall result in a violation of this chapter. However, in the case of a rental unit that meets the requirements for an exemption under subsection C of this section, the town may not impose any inspection fee pertaining to the inspection of that rental unit.

G. Inspection Certificate. The Clerk-Treasurer shall issue to the owner of every registered and inspected rental unit an inspection certificate as proof that the unit passed inspection. The inspection certificate shall be valid until the next inspection.

H. Violation Notice. If an inspection officer finds that a rental unit or any part thereof fails to comply with any standard set forth in this chapter, any other ordinance of the town of Milan, or any statute of the state of Indiana, he or she shall give notice of the alleged violation to the owner of the rental unit (the “violation notice”). The violation notice shall be in writing and shall reasonably describe the violation found. The violation notice shall further specify the date by which the violation must be corrected.

I. Service of Violation Notice. The violation notice shall be served upon the owner or the owner’s representative, and the occupant of the rental unit. The violation notice may be served by any of the following methods:

1. Sending a copy of the violation notice by registered or certified mail to the address of the owner and/or occupant as reflected on the registration form;
2. Delivering a copy of the violation notice personally to the person to be notified; or
3. Leaving a copy of the violation notice at the address of the owner and/or occupant as reflected on the registration form.
4. In the event that service cannot be obtained by foregoing methods, the alternate means of service described in IC 36-7-9-25 may be used.

J. Curing Violations. A rental unit that the inspection officer finds to be unsafe or uninhabitable shall be repaired so that it meets acceptable standards within 15 days of the violation notice. Any other violations shall be repaired within 30 days of the violation notice. Failure to cure a violation shall result in a violation of this chapter. The inspection officer may extend the period for cure for good cause.



K. Reinspection. Upon termination of the applicable notice period as provided in subsection J of this section, the town may reinspect the property and charge an inspection fee for any and all such reinspections.

**95.06 Penalties for violation.**

Any violation of any provision of this chapter shall subject the violating party to a fine not to exceed \$500.00. Each day that a violation continues or remains uncured shall constitute a separate offense.

Primarily adopted by the Town Board of Milan, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 2017; and finally adopted the \_\_\_\_ day of \_\_\_\_\_, 2017.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Whole number of Board Members being three (3).

\_\_\_\_\_  
Noel Houze, President

\_\_\_\_\_  
Melissa Baker

\_\_\_\_\_  
Don Call

Attest:

\_\_\_\_\_  
Debra Fugate Hackman, Clerk-Treasurer