

CITY OF FROSTBURG

Rental Housing Code

Ordinance – 2014-04

An Ordinance of the Mayor and Council of Frostburg, Maryland, entitled, "Rental Housing Code," setting forth minimum health and safety standards for rental housing units, providing for City inspection of such units, and prescribing for violations of its provisions.

Adopted Date: August 21, 2014
Effective Date: September 10, 2014

Frostburg City Hall
PO Box 440
59 E. Main Street
Frostburg, MD 21532
301.689.6000
www.frostburgcity.com

W. Robert Flanigan, Mayor
Donald L. Carter, Commissioner of Finance
Walter P. Mackay, Commissioner of Public Safety
Woody Getz, Commissioner of Public Works
Brian Alderton, Commissioner of Water, Parks, and Recreation

City Staff
Michael Scott Cohen, City Attorney
John R. Kirby, Jr
Elizabeth Stahlman
Laura McBride

TABLE OF CONTENTS

SECTION 1: PURPOSE, APPLICABILITY, AND DEFINITIONS.....	1
1.01 Purpose:.....	1
1.02 Effective Date:.....	1
1.03 Interpretation and Application of Ordinance:.....	1
1.04 Reasonable Accommodation:.....	1
1.05 Scope:.....	1
1.06 Severability:.....	1
1.07 Definitions and Use of Words, Terms and Phrases:.....	1
SECTION 2: GENERAL PROVISIONS.....	4
2.01 Rental Housing <i>Officer</i> :.....	4
2.02 Rental Housing <i>Inspector</i> :.....	4
2.03 Administration and Enforcement of this Ordinance:.....	4
2.04 <i>Owner's Agents</i> :.....	5
2.05 <i>Owner</i> and <i>Tenant</i> Responsibilities:.....	6
2.06 Violation and Penalties:.....	6
2.07 <i>Zoning Ordinance</i> :.....	7
2.08 Parking Requirements:.....	7
SECTION 3: REGISTRATION AND INSPECTION OF RENTAL UNITS.....	7
3.01 Occupancy:.....	7
3.02 Rental <i>Registration</i> :.....	8
3.03 Rental Inspections:.....	9
3.04 Fees for <i>Registration</i> and Inspection:.....	11
3.05 Modifications:.....	11
SECTION 4: PROPERTY STANDARDS.....	12
4.01 General Standards:.....	12
4.02 Fire Safety:.....	12
4.03 Emergency Escape and Rescue Openings:.....	13
4.04 New Construction:.....	14
4.05 Right of Appeal:.....	14

SECTION 1: PURPOSE, APPLICABILITY, AND DEFINITIONS

1.01 Purpose:

The purpose of this ordinance is to provide minimum property standards for the protection of the health, safety, and welfare of the *tenants* residing in residential rental properties and the general public; and to establish rental property registration and inspection programs to uphold these minimum standards. By doing so, the *Mayor and Council* intend to preserve and protect residential rental properties for the benefit of property *owners* and *tenants*, neighborhood residents, and all of the citizens of Frostburg.

1.02 Effective Date:

This ordinance shall take effect on March 13, 2013.

1.03 Interpretation and Application of Ordinance:

In their interpretation and application, the provisions of this ordinance shall be held to minimum requirements adopted for the protection of the public health, safety, and welfare. Wherever the requirements of this ordinance are at variance with the requirements of any other Federal, State or local laws, rules, regulations, ordinances or codes, the enactment containing the more restrictive requirement or the higher standard shall govern. The term "*abandoned*" is defined in this Ordinance as well as the *Zoning Ordinance*. Notwithstanding the foregoing rules of interpretation and application, the definition of "*abandoned*" as set forth in this Ordinance rather than that set forth in the *Zoning Ordinance* shall apply to *rental units*.

1.04 Reasonable Accommodation:

No interpretation or application of this ordinance may interfere with the ability of *owners* of rental property to provide reasonable accommodation to disabled *tenants*, or households containing disabled individuals, when required under the Fair Housing Amendments Act of 1988.

1.05 Scope:

This ordinance shall apply to all real property located within the incorporated limits of the *City* that contains one or more *rental units* as defined herein.

1.06 Severability:

Should *any section* or provision of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

1.07 Definitions and Use of Words, Terms and Phrases:

- a. For the purpose of this ordinance, certain terms or words used herein shall be interpreted as follows:
 - i. Unless the term '*natural person*' is used, the word '*person*' includes a firm, association, organization, partnership, trust, company or corporation as well as an individual human being.
 - ii. The present tense includes the future tense.

- iii. The singular number includes the plural; and the plural number includes the singular.
 - iv. The word 'shall' indicates a mandatory provision.
 - v. The phrase 'used or occupied' when used in this ordinance to describe rental housing shall include in its meaning 'intended, designed, or arranged to be used or occupied.'
- b. Definitions: For the purpose of this ordinance, the following definitions shall apply:
- Abandoned: The status of any *dwelling unit* or residential building, structure, property, or part thereof that (i) has not been actively used as a *rental unit* for a period of 12 consecutive months, or for a minimum of 18 months during any 3 year period, and (ii) has not been continuously registered as a rental property during these periods of disuse.
- Bathroom: A room containing plumbing fixtures including a bathtub or shower.
- Bedroom: A separate room intended for sleeping and providing the *occupant* with privacy from common areas and other spaces.
- City: The City of Frostburg, Maryland.
- Dwelling Unit: A series of rooms connected together constituting a separate independent residence and containing at least a *bathroom*, a kitchen, and a sleeping area or *bedroom* for the private and exclusive use of *occupants*.
- Habitable Area: Any room meeting the requirements of this Ordinance for living, sleeping, cooking, or dining purposes, but not including *bathrooms*, pantries, hallways, storage areas, utility rooms; garage areas, cellars, or attic spaces are not habitable rooms unless they are finished to meet the requirement of a living, sleeping, cooking, or dining room.
- Imminent Danger: A condition which could cause serious or life-threatening injury or death at any time.
- Inspector: An individual or a firm licensed by the City to perform rental housing inspections.
- Kitchen: An area containing a sink connected to hot and cold running water, space and safe access to utility hookups for adequate refrigeration and cooking appliances, fixed counter space made of impermeable and cleanable surface suitable for food preparation, and adequate storage space for food and kitchen utensils.
- Landlord: The *owner*, lessor, or sublessor of real property containing one or more *rental units*.
- Mayor and Council: The Mayor and Council of the City of Frostburg, Maryland.
- Major Renovation: Any structural change affecting the envelope of the building or resulting in a reconfiguration of interior space.
- Natural Person: A human being.
- Occupant: A *natural person* who lives within a *dwelling unit*.
- Officer: The Rental Housing Officer appointed or designated by the *Mayor and Council* to administer the Rental Housing Program.

Owner: Any person, alone or jointly or severally with others, who owns, holds, or controls the whole or any part of the fee simple or leasehold title to any *rental unit*, with or without accompanying actual possession thereof, and shall include, the holders of legal or equitable title. Persons having control include, but are not limited to, personal representatives of deceased title holders, guardians of the property and attorneys-in-fact of disabled title holders, and court-appointed receivers.

Owner's Agent: A *natural person* twenty-five (25) years of age or older whose residence or business office is located within a twenty-five (25) mile radius of the *City*, which area is graphically depicted in the Exhibit 1 attached hereto, and who is certified by the *City* through the process identified in Section 2.03(c) hereinafter. An *Owner's Agent* shall not be deemed to have any legal authority or power that may be conferred on persons otherwise known as "Property Managers" or any other term that may be referenced in the Annotated Code of Maryland or COMAR related to real estate management. Having an *Owner's Agent* shall not excuse any *Owner* from their responsibilities as set forth in this Ordinance.

Previously Existing Non-Conformity: Occupancy levels or permissible numbers of *rental units* in a rental property that existed prior to adoption of the *Zoning Ordinance* effective September 17, 1996, which exceed the standards set forth in the *Zoning Ordinance*, as adopted on September 17, 1996, or which exceed the standards set forth in the amendments to the *Zoning Ordinance* adopted subsequent to September 17, 1996.

Primary Residence: A *dwelling unit* maintained and routinely occupied by at least one individual *owner* for more than 50% of the year which can be proven to be the individual *owner's* legal residence through tax records or other official documents filed with the State or Federal government.

Property Maintenance Code: Any property maintenance code duly adopted by the *Mayor and Council*.

Registration: The process by which *owners* submit an annual application to operate *rental units* in the *City*.

Rental Unit: Any *dwelling unit* not occupied solely by the *owner* or the *owner* with the *owner's* relatives by blood, adoption or marriage as a *primary residence*.

Tax Exempt Owner: An *owner* who is exempt from the payment of ad valorem real property tax to the *City*, as determined by the Supervisor of Assessments of Allegany County.

Tenant: A *natural person* who occupies a *dwelling unit* with the consent of the *owner* for monetary or non-monetary consideration; but not the *owner's* relatives by blood, adoption or marriage living with the *owner*; and not a lodger in an approved Boarding Unit as defined in Section 121 of the *Zoning Ordinance*. If the *owner* does not reside in a *rental unit*, his relatives residing therein shall be considered to be *tenants* for the purposes of this Ordinance.

Zoning Ordinance: This term means the current Zoning Ordinance of the City of Frostburg, Maryland.

SECTION 2: GENERAL PROVISIONS

2.01 Rental Housing Officer:

The Mayor and Council shall appoint an *officer or officers* or it shall designate one or more of its employees to serve in that capacity.

2.02 Rental Housing Inspector:

The Mayor and Council shall license *inspectors* to perform scheduled routine inspections as set forth in this Code. These *inspectors* shall meet the following standards:

- a. **Certifications.** Each *inspector* shall maintain International Code Council national certification in the International Property Maintenance Code, by completing and passing the Property Maintenance and Housing Inspector – 64 exam.
- b. **Insurance.** Each *inspector* shall obtain and maintain errors and omissions insurance with a minimum of \$500,000 coverage and general liability insurance with a minimum of \$1,000,000 coverage naming the City as an additional insured. *Inspectors* will also have to provide certification that employees involved in the performance of the inspections are covered by the aforesaid insurance as well as the insurers' workers' compensation insurance.
- c. **Training.** All employees of the *inspector* involved in the performance of the inspections shall complete a training program on the provisions of the Rental Housing Code and the City Zoning Ordinance.
- d. **Inspector's Responsibilities.** *Inspectors* shall be responsible for fulfilling his/her/its obligations under the terms of the Rental Housing Code and for enforcing its terms without deviations therefrom. *Inspectors* who fail to fulfill these responsibilities shall have their licenses revoked.
- e. **Conflicts of Interest.** *Inspectors* may not perform inspections on properties they own, manage, or are otherwise affiliated with. For the purpose of this provision, affiliation means (i) having a direct financial interest in the entity which owns or manages the property, (ii) being an officer, director, trustee, partner, or employee of the entity which owns or manages the property, or (iii) the inspector's spouse, parent, child or sibling owns or manages the property or has an interest in it as described in (i) and (ii) herein.

2.01 Administration and Enforcement of this Ordinance:

- a. The Department of Community Development shall administer this Ordinance. The *officer* and other staff shall perform functions as prescribed in this Ordinance or as directed by the Community Development Director or, at times, as directed by the City Administrator.
- b. The *officer* shall be responsible for administering the annual registration process and the registration of new rental units. In addition, the *officer or inspector* shall be responsible for performing emergency inspections, inspections which are necessary in order to respond to complaints, and inspections of new units prior to their initial rental. The *inspectors* that have been licensed by the City as set forth in Section 2 shall perform the periodic inspections of rental units as set forth in Section 3.3 of this Ordinance, but the *officer* may conduct those inspections from time to time as well. The *officer* is specifically

empowered but is not required to perform any function which is to be performed by an *inspector* under the terms of this Ordinance.

- c. All *inspectors* shall use the inspection forms and/or software as provided by the City.
- d. *Owners* or *owner's agents* shall arrange for the performance of the inspections required by the terms of this Ordinance and pay the fees therefore directly to the *inspector* at the time of the performance of the inspection.
- e. A standard inspection fee rate will be set by the City.
- f. The *inspector* shall verify payment has been received for each inspection. The City will not accept a passed inspection report and a property shall not be deemed to have passed an inspection unless and until the fee for its inspection has been paid and its receipt has been verified by the *inspector*.
- g. If an *Inspector* is required to appear in court to represent the City with respect to the performance of his/her/its duties under the terms of this Ordinance, the City shall compensate the *inspector* at the rate of \$50 per day. *Inspectors* shall appear in court proceedings upon the request of the City regardless of whether they are subpoenaed to appear.
- h. If, during the course of an inspection, an *inspector* sees violations of other City, County, State or Federal codes, regulations, ordinances or laws, he or she shall immediately refer them to the *officer* and the Director of Community Development and those individuals shall enforce those other codes, regulations, ordinances or laws to the extent they are enforceable under the terms of this Ordinance or they shall refer the violations to the appropriate authorities.
- i. If the *inspector* finds that any of the provisions of this Ordinance are being violated, he or she shall immediately refer those violations to the *officer* and the Director of Community Development, and one of those individuals shall provide the *owner* and the *owner's agent* written notice of the nature of each violation and the action required to correct it; except that notice of violations involving *imminent danger* may be made by any means calculated to provide actual notice to affected parties.
- j. When the *inspector* determines that a condition exists which constitutes an *imminent danger*, he or she shall immediately refer that matter to the *officer* and the Director of Community Development and of those individuals shall order immediate repair or correction and shall order the premises vacated pending such repair or correction.

2.02 Owner's Agents:

- a. An *owner's agent* shall be retained by the *owner* of a *rental unit* in the following instances:
 - (a) The Owner is a *natural person* who does not reside within a 25-mile radius of the City of Frostburg, as depicted in Exhibit A; or
 - (b) The *rental unit* is owned by more than two *natural persons* or is owned by an entity other than a single *natural person*.
- b. Commencing on the effective date of this Ordinance, all *owner's agents* must be certified on an annual basis through the Community Development Department. The certification

process will ensure that *owner's agents* are familiar with the *City's Rental Housing Code* and the *Property Maintenance Code* referenced herein.

2.03 Owner and Tenant Responsibilities:

- a. The *City* will hold the *owner* of a *rental unit* generally responsible for meeting requirements of this Ordinance both directly and through activities of any identified certified *owner's agent* provided by the *owner* when required herein, and will in this regard apply penalties and take enforcement measures against the *owner* as a remedy when deficiencies are noted by inspection or when *rental units* are not properly registered.
- b. *Tenants* are subject to private leases to be enforced by the *owner* or *landlord*. Each *tenant* will be expected to take measures to support the *owner's* efforts to comply with this Ordinance to maintain a safe and healthy community as follows:
 - i. Every *tenant* shall keep in a clean and sanitary condition all *habitable* or accessible portions of the premises, both interior and exterior, that are made available for the *tenant's* use.
 - ii. Every *tenant* shall ensure that trash, garbage, and other refuse is stored and disposed of in a clean and sanitary manner in accordance with the *City's* refuse ordinance.
 - iii. No *tenant* shall, by negligence or abuse, create or contribute to the creation of any violation of this Ordinance.
 - iv. No *tenant* shall create or permit to be created by guests or others any noise, smoke, vibration, fumes, vapor, glare, odor, or dust within that portion of the premises that is made available for the *tenant's* use as would interfere with the reasonable use and enjoyment of other *rental units* on the premises or of nearby properties.
 - v. No *tenant* shall store flammable or hazardous materials or devices in such quantities or in such a manner as to create a fire, health, or other hazards to the premises or to nearby properties or *persons*.
 - vi. *Tenant* vehicles are to be parked or driven on improved parking areas or driveways only. Off-street vehicle parking shall not be used in a manner that blocks public access to any sidewalk or roadway.
- c. The *officer* may enforce the provisions of this Ordinance against a *tenant* or group of *tenants* who are not complying with *City* ordinances or are damaging the *owner's* property or otherwise causing the *owner's* property to be in violation of the standards set forth in this Ordinance.

2.04 Violation and Penalties:

Any person violating any provision of this Ordinance shall be guilty of a municipal infraction pursuant to Section 6-102 of the Local Government Article of the Maryland Annotated Code and the appropriate provisions of the City Code. Each and every day or portion thereof during which such violation is committed, continued, or permitted shall constitute a separate violation. Upon finding that a municipal infraction has occurred and that corrective action has not been taken within the time allowed by any notice of violation or warning letter issued by the *officer*, such person shall be fined in as the manner set forth in Article 1, Section 8 of the City Code.

2.05 Zoning Ordinance:

- a. No *rental unit* shall be created or occupied unless it complies with the provisions of the *Zoning Ordinance*.
- b. *Rental units* with *previously existing non-conformities* may continue to be occupied at the historically established unit density or occupancy provided that the subject rental property is in compliance with all other provisions, standards, and requirements of this Ordinance and the *Zoning Ordinance*.
- c. No new *rental units* shall be established or added, nor shall the occupancy limit of any *rental unit* be increased, except in conformity with the *Zoning Ordinance* and the terms and provisions of this Ordinance.
- d. *Rental units* that have been *abandoned* as defined herein, have lost rental status for any reason, have become unregistered for any reason, or have not been inspected as required in accordance with this *Ordinance*, shall lose or forfeit any *previously existing non-conformity* and must meet current density and occupancy standards prior to future use and occupancy as *rental units*.

2.06 Parking Requirements:

- a. Parking shall be provided for all *rental units* in conformance with Part 6 of the *Zoning Ordinance*. Newly created off-street parking shall conform to the requirements of Part 6, including surface coverage, dimensions, driveways, drive aisles, and landscaping requirements.
- b. In the event insufficient lot area exists to allow for required off-street parking to support existing rental properties for uses or structures as permitted under the terms of the *Zoning Ordinance*, and off-premises parking is not reasonably available within the radius allowed in Part 6 of the *Zoning Ordinance* as determined by the *owner's* report to the *City* of efforts made, *owners* will be required to implement only the maximum number of off-street parking spaces that are feasible and the balance shall be waived as long as the property is maintained, registered, and inspected in compliance with the requirements of this Ordinance.
- c. Any proposed conversion of a structure resulting in an increase in *rental unit* occupancy on the property shall be supported by an accompanying increase in off-street parking either on site or within the off-premises radius allowed under the terms of the *Zoning Ordinance*.

SECTION 3: REGISTRATION AND INSPECTION OF RENTAL UNITS

3.01 Occupancy:

- a. No *dwelling unit* may be occupied by anyone other than the *owner* and *natural persons* related to the *owner* by blood, adoption or marriage (provided the *owner* is in residence with them), without prior *registration* and inspection to create a compliant *rental unit* pursuant to the provisions of this Ordinance.
- b. Occupancy limits shall be determined by the *Zoning Ordinance*, subject to reasonable accommodation pursuant to the Fair Housing Amendments Act of 1988.

3.02 Rental Registration:

- a. By February 1 of each year, every *owner* of a *rental unit*, whether occupied or vacant, shall file with the *City* a completed *registration* form, utilizing the forms provided by the *City*, and shall pay the established *registration* fee for each *rental unit*.
- b. All delinquent fees, fines, charges, or other amounts due to the *City* from the *owner*, including partial deficiencies, must be paid in full before the *owner* can register any *rental unit*; except that *tax exempt owners* may file a request for exemption from payment of the *registration* fee with the *registration* form herein required, which request will be granted if the tax exempt organization is in good standing.
- c. Any *person* becoming a new *owner* of an existing registered *rental unit* shall file a complete *registration* form within thirty (30) days of the property transfer. However, the new *owner* shall not have to pay the *registration* fee until the next annual *registration* if the previous *owner* had properly registered the property and paid the *registration* fee for the calendar year in which the transfer takes place.
- d. Any newly-established *rental unit* must be registered within thirty (30) days of construction, conversion from *owner*-occupied or non-residential commercial status, conversion adding *rental units*, or other change in property status resulting in a new *rental unit*.
- e. A *registration* form shall be provided by the *City* to include the following information:
 - i. A description of the premises by street number;
 - ii. The name, address, phone number and e-mail address of the *owner*. If the *owner* is a corporation or business entity, the names, phone numbers, and e-mail addresses of each corporate/business entity *owner* must be provided along with the administrative contact designated to be the responsible party for the corporation.
 - iii. If required, the name, address, phone number, e-mail address of the *owner's agent* and signed statement consenting to serve as the *owner's agent* for the particular *rental unit*.
 - iv. When a *rental unit* is owned by more than one individual, all names must be provided, all individuals must sign the *registration* form.
 - v. Evidence by a State registration number and private inspection number of compliance with the Maryland Department of the Environment Lead Paint Remediation Program ("Lead Law"), as required by State law.
 - vi. The signature of the *owner*.
- f. The *owner* shall provide the office of the *officer* with written or e-mail notification within ten (10) days of any change of the *owner's agent*. The information and documentation described in subsection (e)(iii) above shall be provided within that same time frame.
- g. Any *owner* designating an *owner's agent* in the *registration* process that is found by the *officer* not to be reliably available or able to perform the customary duties as defined, or is found not to have a current *owner's agent* training certification issued by the *City* shall designate a different individual who is able to properly fulfill the requirements for a certified *owner's agent* within ten (10) days of being notified of the deficiency.

- h. Any *owner* failing to register an active *rental unit* shall be in violation of this Ordinance and shall be subject to penalties provided in Section 2.05 herein.
- i. *Rental units* found to be out of compliance with respect to provisions of this Ordinance or other *City* ordinances shall lose rental status; shall be subject to revocation of *registration* and posting of the property as Illegal; and shall not be occupied or posting removed until the subject *rental unit* is returned to compliance.
- j. The Frostburg Housing Authority, as defined by the “Cooperation Agreement” between the City of Frostburg and the Authority, is exempt from the annual *registration* and the periodic inspections set forth in this Ordinance, provided the Authority maintains all required standards and inspections as set forth by the U.S. Department of Housing and Community Development. The *City* reserves the right to conduct inspections based on *tenant* complaints, in cooperation with the Authority.
- k. A request for an exemption may be made by the *owner* and is subject to approval the Frostburg *Mayor and Council*. The *Mayor and Council* may grant exemptions on a case by case basis in situations similar to those where the *owner* is a family trust which does not receive compensation from the *tenant* who is a beneficiary of the trust.

3.03 Rental Inspections:

- a. In order to register any newly-established *rental unit* in accordance with Section 3.02.d, before *tenant* occupancy shall be permitted, the *officer* or *inspector* shall complete an inspection of the *rental unit* for compliance with the standards of this *Ordinance* and other applicable *City* ordinances. *Tenant* occupancy shall be contingent upon a passing inspection.
- b. Upon presentation of proper credentials, the *officer*, an *inspector* or a duly authorized representative of the foregoing may enter at a reasonable time and with reasonable notice any building, structure, or land within the incorporated limits of the *City* to perform the duties prescribed to them under the terms of this Ordinance. Reasonable notice shall be defined as a minimum of ten (10) calendar days advance written notice.
- c. It shall be the responsibility of the *owner* or the *owner's agent* to notify all *tenants* of the time and date of inspection appointments.
- d. The *owner* or the *owner's agent* shall be present at the time of any and all inspections other than emergency inspections, failing which an *officer* or *inspector* shall not enter the residence and the inspection shall not occur.
- e. All rental units will receive notice from the City at least once every three (3) years to arrange an inspection. The City will issue notices to *owners* and/or *owners' agents* informing they that they have 180 calendar days to arrange for an inspection to be performed by one of the multiple inspection contractors authorized by the *City*, i.e. an *inspector*.
- f. Any *rental unit* not inspected and approved in the four (4) years preceding the adoption of this Ordinance shall be inspected for compliance within one (1) year of the effective date of this Ordinance and shall be inspected thereafter according to the schedule set forth herein.
- g. Occupied *rental units* that are not made available for inspection in accordance with the *City's* required inspection cycle or *rental units* that are otherwise in violation of this

Ordinance or other *City* ordinances shall not be permitted to be registered or shall have their existing *registration* revoked. Units with permitted *previously existing non-conformities* that are or have become unregistered, have had their *registration* revoked, or have not been inspected as required, are deemed to be in violation of applicable sections of zoning district regulations found in the *Zoning Ordinance*. These units shall immediately comply with the current unit and density standards of the *Zoning Ordinance* as a prior condition to reinstatement of rental status

- h. All corrective action identified during an inspection must be completed within thirty (30) calendar days of the date on which the *inspector* finds and documents, by copy of a signed and dated inspection report provided to *the owner or owner's agent*, any and all deficiencies found in the presence of the *owner* or *owner's agent* at the conclusion of the inspection, except that violations concerning the immediate health and safety of the *occupants* shall be repaired within three (3) working days of notice of said deficiency.
- i. Following completion of remedial work identified in an inspection report, the *owner* or *owner's agent* shall call the office of the *inspector* to schedule a re-inspection to be completed on or before the last day of the period set for corrective action. If the *inspector* is not notified for a re-inspection or an extension prior to the expiration of the compliance period, the standard inspection charge will apply.
- j. Up to two (2) extensions may be granted to the inspection deficiency compliance period not to exceed a total of 90 days; and two (2) extensions not to exceed a total of 10 days for health and safety compliance work; when the *officer* or the *inspector* has determined that the *owner* is making a good faith effort to complete required repairs or improvements to the property but is unable to comply due to the magnitude of the work, delays due to non-receipt of materials or equipment, delays in a hired contractor's schedule for completing the work, or delays due to weather or other matters that the *officer* or the *inspector* finds are beyond the *owner's* control.
- k. At the conclusion of the period set for corrective action including any extensions granted, if any violation has not, in the *officer* or the *inspector* judgment, been satisfactorily corrected, the *officer* may issue or cause to be issued citations in accordance with Section 2.06 herein, revoke the *registration* for the affected unit, and, upon the concurrence of the Director of Community Development or the City Administrator, direct that the affected unit be vacated.
 - i. *Rental units* vacated under this subsection shall be posted with a placard indicating that the unit has been determined to be "Illegal" or if applicable "Unfit for Habitation" pursuant to the Property Standards adopted herein and that occupancy is prohibited until the *rental unit* has been inspected to verify that the violation has been corrected.
 - ii. Any person who defaces or removes a placard posted pursuant to this subsection without the approval of the *officer* shall be in violation of this Ordinance, shall be guilty of a municipal infraction and shall be subject to prosecution therefor and/or under any other applicable criminal laws.
- l. Complaints alleging violation of minimum property standards adopted herein may be filed with the *officer* by any of the following:
 - i. Any *tenant* occupying the property upon which the violation is alleged to exist;
 - ii. The *owner* or *owner's agent* of the property;

iii. An *owner* occupying property adjoining or confronting the subject rental property (confronting properties being those measured by virtual extension of the subject property lines across an intervening public street or alley);

iv. Any other person adversely affected by a violation as determined by the *officer*; or

v. A *City* official or other officer responding to an emergency management call to the subject property.

Notwithstanding anything to the contrary herein, the *officer* and *inspectors* shall have the right to initiate complaints alleging violations of minimum property standards.

- m. Complaints or inquiries requiring investigation by the *officer* or *inspector* must be filed in writing or by e-mail and addressed or delivered to the office of the *officer*, in which case an inspection will be undertaken using the standard process for routine inspections, beginning with notice to the *owner* or *owner's agent*. The *officer* or *inspector* shall provide a copy of the results of any inspection to the *person* filing the complaint upon the complainant's request. However, when a complaint is made by a *tenant* concerning a health or safety deficiency within that *tenant's rental unit* or when a written or e-mail report of conditions potentially threatening the health and safety of the community is made from any source and in any manner, the *officer* or *inspector* shall promptly investigate said complaint or report to determine if conditions constituting an *imminent danger* exist. The office of the *officer* will advise the *owner* or *owner's agent* about said complaint or report and any findings no later than the next calendar day following the *officer's* or *inspector's* visit, or immediately upon a finding of *imminent danger*. Interior unit inspections where health or safety deficiencies are alleged will be made only in the presence of and with the express permission of the complaining *tenant*, except that if the *officer* or *inspector* finds conditions that may endanger the public or represent *imminent danger* the *officer* or *inspector* shall take all measures necessary to protect the public safety.

3.04 Fees for Registration and Inspection:

- a. *Registration* and inspection fees shall be established by the *City* and shall be assessed to and paid by the *owner* of each *rental unit* in accordance with the "Schedule of Municipal Fees" as incorporated in the budget adopted annually by the *Mayor and Council*.

3.05 Modifications:

Whenever there are practical difficulties involved in carrying out the provisions of this Ordinance, the *officer* shall have the authority to grant modifications to the standards herein for individual cases, provided the *officer* shall first find that special or unusual conditions exist that make strict application of this Ordinance impractical. In such instances, the *inspector* shall make written findings that the need for the modifications were not created or caused by the owner or his/her predecessors in title and the modifications are in compliance with the intent and purpose of this Ordinance, do not undermine life or fire safety requirements, and do not adversely impact the health of the *occupants* or residents of the neighborhood. The findings in support of any action granting modification shall be recorded and entered in the *City's* official property files.

SECTION 4: PROPERTY STANDARDS

4.01 General Standards:

All new and existing *rental units* shall meet the standards set forth in the *Property Maintenance Code*, incorporating by reference the edition of the International Property Maintenance Code together with the revisions and amendments these to which were most recently adopted by the *Mayor and Council*. As of the effective date of this *Ordinance*, the *Mayor and Council* have adopted the 2012 edition of the International Property Maintenance Code subject to the following revisions and amendments:

- *Section 101.1 Insert: City of Frostburg*
- *Section 103.4 Insert: Municipal Fine Schedule*
- *Section 112.4 Fine – Insert: Min and Max*
- *Section 304.14 Insert: May 15 to Sept 15 (Insect Screens)*
- *Section 602.3 Insert: October 1 to May 1 (Heat Supply)*
- *Section 602.4 Insert: October 1 to May 1 (Heat Supply)*
- *Delete Section 111 Appeal and replace with Section 4.03 of this ordinance*
- *Add Section 1.07 Definitions to Chapter 2, Definitions*
- *Replace Violations with Section 2.05 of this ordinance*

4.02 Fire Safety:

The following Fire and Safety measures are required in addition to the Fire Safety Requirements of the International Property Maintenance Code:

a. **Smoke Detectors**

- i. All *rental units* shall have at least one Underwriters Laboratories-approved AC-powered smoke detector with a battery backup installed on each floor of a dwelling including basement levels.
 - (a) Smoke detectors are to be installed within six (6) inches of the ceiling if mounted on the wall.
 - (b) Required smoke detectors shall be located outside of a *bedroom* in a central location or common area to protect the primary means of egress from a *rental unit*.
 - (c) Areas within a *rental unit* consisting of a space substantially separated from an area containing an existing approved smoke detector or otherwise isolated from an area protected by an approved smoke detector as determine by the *Inspector* shall be required to have additional smoke detectors installed in excess of one smoke detector per floor.
- ii. All smoke detectors within a *rental unit* must be interconnected so that all detectors within the unit sound if anyone is activated.
- iii. Adjoining *rental units* in a rental property not furnished with approved fire and smoke separation assemblies shall be required to interconnect smoke detectors between units.

- iv. All newly-created *rental units*; all substantially remodeled, enlarged, expanded, or upgraded *rental units*; or all rewired *rental units* shall meet all applicable code requirements, including creating interconnected smoke detectors.
- v. Any inoperable smoke detectors shall be repaired or replaced within three (3) days of notice of defect.
- vi. In *rental units* containing attached garages or units with fuel-fired appliances or heating source, a carbon monoxide detector with 120v power and battery backup shall be installed in the vicinity of the subject equipment or entry door to a *habitable area* and interconnected with an approved smoke detector system.

b. Fire Extinguishers

- i. Every *rental unit* shall contain not less than one (1) fire extinguisher, 2.5 pound charge, approved by Underwriters Laboratories for combating Class A, B, and C fires.
- ii. Fire extinguishers must be mounted in plain sight on a wall in, or, readily accessible to the kitchen area, except that the location of fire extinguishers regulated and approved by the State Fire Marshal for multi-family rental properties will be acceptable.

4.03 Emergency Escape and Rescue Openings:

The following emergency escape and rescue opening standards are required in addition to the Fire Safety Requirements of the International Property Maintenance Code.

- a. *Rental units* that undergo *major renovation* shall be subject to current emergency escape and rescue opening provisions (window sizes and standards for sleeping rooms) found in the *City's* adopted building codes pursuant to the Maryland Building Performance Standards.
- b. Emergency escape openings shall conform to the rental housing code in place at the time of construction. If no rental housing code was in place requiring an emergency escape and rescue opening at the time of construction, the following shall apply to all sleeping rooms:
 - i. Any *sleeping room* shall have an emergency escape and rescue opening.
 - ii. An emergency escape and rescue opening that does not meet the standards set forth in the Maryland Building Performance Standards may continue to exist except where the condition creates an inimical hazard to public welfare. The emergency escape and rescue opening shall be sufficient in size to allow an adult to exit the room in case of a fire. In the instance where the *Inspector* must determine the adequacy of the emergency escape and rescue opening, the following procedure shall be followed:
 - (a) The *Inspector*, the *Owner or Owner's Agent*, and a third party, age 18 or older, must each test opening the window and exiting through the clear open space. To demonstrate that the clear opening is sufficient in size, each individual test must be witnessed by the other two parties. The test shall not require the participants to jump or fall; the purpose is to verify that there is a sufficient clear opening to exit the room in the event of an emergency.
 - iii. The bottom of the opening shall be not more than 44 inches above the sleeping room's floor. In an instance where the bottom of the opening exceeds 44 inches from the floor,

provisions shall be made to permanently affix a ladder or construct a step to achieve the 44 inch requirement

- c. Replacement windows not associated with a *major renovation* should have a clear opening equal to or greater than the clear opening of the window to be replaced.

4.04 New Construction:

All newly constructed *rental housing*, or all new construction or structural changes required or proposed with respect to existing rental housing, must comply with standards found in the *City's* adopted building codes pursuant to the Maryland Building Performance Standards.

4.05 Right of Appeal:

- a. Any *owner*, resident of the *City*, officer of any *City* organization; or Commission of the *City* aggrieved by any decision of the *Officer* (other than those decisions made by the *Officer* which can also be made by an *inspector*) shall have the right to appeal such decision.
- b. An appeal in writing or by email shall be submitted to the Director of Community Development to review any decision of the *Officer* to be delivered to and received by the *City* no later than fifteen (15) days from the date written notice of the decision is provided to the aggrieved party. In deciding such appeals, the Director of Community Development may so long as such action is in conformity with the terms of this Ordinance reverse, affirm, or modify wholly or in part, any decision of the *Officer*.
- c. A person aggrieved by the Director of Community Development's decision may appeal to the City Administrator within fifteen (15) days from the date written notice of the Director's decision is provided to the aggrieved party. In deciding such appeals, the City Administrator may, so long as such action is in conformity with the terms of this Ordinance, reverse, affirm, or modify wholly or in part, any decision of the Director of Community Development.
- d. Any decision by the City Administrator on appeal may be appealed to the circuit court in conformance with judicial review of administrative decisions pursuant to Maryland law.
- e. While an appeal is pending, any enforcement action related to the *Inspector's* decision shall be deferred until all appeals have been exhausted, except that any actions required to correct deficiencies where *imminent danger* is found shall be undertaken upon receipt of such finding and enforcement shall be undertaken in accordance with Section 2.05 of this Ordinance if the *owner* does not immediately undertake to correct deficiencies related to the dangerous condition.

Repeal of Previous Rental Housing Code: The Rental Housing Code for the City of Frostburg, effective January 13, 2013 as amended, is hereby repealed, it being the *City's* intent to supplant said ordinance with this Ordinance.

Exhibit 1 – Frostburg's 25-Mile Radius Map

2012 IMPC Available online at: <http://publiccodes.cyberregs.com/icod/ipmc/2012/index.htm?bu=IC-P-2012-000010&bu2=IC-P-2012-000019>

A hard copy may be purchased at: <http://www.iccsafe.org>