

**Ordinance 2016 - \_\_\_\_\_**

**WHEREAS**, the State of Indiana has amended the laws concerning rental premises, and

**WHEREAS**, the reasonable regulation of rental premises is in the best interest of the residents of Fayette County, Indiana, and

**WHEREAS**, an improperly operated or unclean rental premises may have serious and detrimental effects upon the citizens of Fayette County, Indiana, and

**WHEREAS**, the Fayette County Commissioners are empowered to protect the health and safety of the citizens of Fayette County, and

**WHEREAS**, the Fayette County Department of Health can best inspect rental premises, and

**WHEREAS**, the Fayette County Commissioners believe that rental premises should be subjected to reasonable inspections of the Department of Health, and

**WHEREAS**, the Indiana State Department of Health has, pursuant to Indiana Code 32-31-8-5, adopted reasonable rules to regulate rental premises, and

**WHEREAS**, the Fayette County Commissioners desire to adopt an ordinance to enforce the State Board of Health regulation of the operation rental premises in Fayette County, Indiana.

**NOW THEREFORE, BE IT RESOLVED THAT THE FOLLOWING ORDINANCE SHALL BE ADOPTED AND MADE A PART OF THE PERMANENT RECORDS OF FAYETTE COUNTY, INDIANA that:**

**I. GENERAL PROVISIONS**

**A. Purpose.** The purpose of this code is to protect the health, safety and well-being of the occupants of rental housing. This code establishes minimum health and habitability standards that all residential rental housing in Fayette County must conform to.

**B. Scope.** This Rental Housing Health Code shall apply to all rented dwellings, dwelling units, rooming houses, rooming units and mobile home lots used as a regular residence.

**II. DEFINITIONS**

**Common Space:** Means all interior passageways, hallways, foyers, stairways, basements and other rooms in a dwelling or rooming house used or intended for use by the occupants of more than one dwelling unit or rooming unit.

**Dwelling:** Means a rented building or structure which is wholly or partly used or intended to be used as a primary residence for living or sleeping by human inhabitants. This includes rented mobile homes and 'housing provided as a benefit of farm employment'.

**Dwelling Unit:** Means a room or group of rooms within a dwelling, or any dwelling forming a single habitable unit used or intended for use for living, sleeping, cooking and eating. Dwelling units include one and two family dwellings, and multifamily dwellings

**Garbage:** Means the animal, vegetable or other organic waste resulting from the handling, preparing, cooking, consumption or cultivation of food, and containers and cans which have contained food unless such containers and cans have been cleaned or prepared for recycling.

Habitable Room:	Means every room or enclosed floor space, used or intended to be used for living, sleeping, cooking or eating purposes excluding bathrooms, toilet compartments, closets, halls, storage or utility spaces and similar areas.
Immediate Family:	A person's parents, spouse, children and siblings.
Infestation:	Means the presence of rodents, cockroaches and other insects that creates a health hazard.
Local Board of Health:	Means the Select board together with the health officer as provided by Indiana Code.
Local Health Officer:	Means the properly designated and appointed health officer or deputy health officer as authorized and appointed in accordance Indiana Code.
Mobile Home:	Means a structure or type of manufactured home that is designed for long-term and continuous residential occupancy.
Mobile Home Lot:	Means any parcel of land leased to a mobile home owner and established by the owner of the parcel of land as being the area in which the leaseholder establishes a property right by way of a lease.
Occupant:	Means a tenant and every person or guest entitled to be living and sleeping in a dwelling, dwelling unit, rooming house or rooming unit or on the premises of a rented mobile home lot.
Owner:	Means any person who alone, jointly or severally with others <ul style="list-style-type: none"> <li>(a) has legal or equitable title to any premises, dwelling, dwelling unit, rooming house, rooming unit or mobile home lot; or</li> <li>(b) has charge, care, management or control of any premises, dwelling unit, rooming house, rooming unit or mobile home lot; or</li> <li>(c) is the landlord or leaser of any premises, dwelling, dwelling unit, rooming house, rooming unit or mobile home lot; or</li> <li>(d) is the authorized agent of the property owner of any premises, dwelling, dwelling unit, rooming house, rooming unit or mobile home lot.</li> </ul>
Person:	Means every individual, corporation, partnership, government, governmental subdivision or agency, business trust, estate, trust, association, firm, group or any other legal or commercial entity.
Premises:	Means the buildings, grounds and facilities associated with a dwelling, dwelling unit, rooming house or rooming unit and the grounds, areas and facilities associated with a rented mobile home lot that are held out for the use of occupants generally or whose use is promised to the occupant.
Rental Housing:	Means all dwellings, dwelling units, rooming houses, rooming units, or mobile home lots let by the owner to one or more persons to be used as a regular residence.
Rooming House:	Means any dwelling or part thereof containing one or more rooming units and/or one or more dormitory rooms in which space is let by the owner or operator to one or more persons who are not immediate family members of the owner.
Rooming Unit:	Means the room or group of rooms let to an individual or household for use as living and sleeping, but not for cooking or eating purposes, whether or not common cooking facilities are made available.
Rodent proof:	Means construction, installation and maintenance which under foreseeable conditions will prevent the movement of rodents to or from a dwelling or rooming house, or gaining access to food, water or any place where rodents can

live, nest or seek shelter. It consists of the closing and keeping closed of every opening in foundations, basements, cellars, exterior and interior walls, ground or first floors, roofs, sidewalk gratings, sidewalk openings, and other places that may be reached and entered by rodents by climbing, burrowing or other methods.

Rubbish:	Means combustible and noncombustible waste materials, except garbage, and includes but is not limited to such material as paper, rags, cartons, and boxes.
Ventilation:	Means the adequate supply and removal of air to and from a space through windows, skylights, doors, grilles, ducts or mechanical devices.
Violation:	Means any condition in or on the premises of a rented dwelling, rooming unit, rooming house or rented mobile home lot which fails to meet any requirement of this code.
Watertight:	Means so constructed that the structure is substantially impermeable to the passage of water.
Weathertight:	Means so constructed that the structure resists weather and excludes rain and snow, and prevents the infiltration of air.

### III. SANITATION FACILITIES

**A. Kitchen Facilities:** Every dwelling unit shall contain within the unit space to store, prepare and serve foods in a sanitary manner, including the presence of a kitchen sink.

#### **B. Bathroom Facilities**

1. Every dwelling unit shall contain within the unit a flush toilet, sink and bathtub or shower located in a room or rooms separate from the habitable rooms and which affords privacy.

2. Shared Bathroom Facilities: The occupants of not more than two dwelling units which are located in the same dwelling may share bathroom facilities under the following circumstances:

- a) Neither of the two dwelling units contains more than two habitable rooms; however, for the purpose of this section, a kitchen with not more than 60 square feet of floor area is not counted as a room; and
- b) The habitable room area of each dwelling unit aggregates not more than 300 square feet; and
- c) The toilet and sink are within a room separate from the habitable rooms, which affords privacy and which is accessible to the occupants of each dwelling unit without going through the dwelling unit of another person or outside the dwelling; and
- d) The bathtub or shower is within a room separate from the habitable rooms, which affords privacy and which is accessible to the occupants of each dwelling unit without going through the dwelling unit of another person or outside the dwelling.

#### 3. Rooming Houses

- a) Every rooming house shall be equipped with at least one toilet and one sink for each 10 persons and one bathtub or shower for each eight persons or fraction thereof living within the rooming house, including members of the family of the owner if they share use of the facilities.
- b) Every toilet, sink and bathtub or shower required by this section shall be located in a room or rooms which: afford privacy and are separate from the habitable rooms and are accessible from a common hall without going outside the rooming house and are not more than one story removed from the rooming unit of any occupant intended to share the facilities.

### **C. Non-absorbent Surfaces**

The floor and counter surfaces of every bathroom and kitchen in dwelling units and rooming houses shall be constructed and maintained to be a smooth, noncorrosive, nonabsorbent and waterproof covering. This shall not prohibit the use of carpeting for floors in kitchens and bathrooms, nor the use of wood for floors in kitchens, provided the following qualifications are met:

1. Carpeting must contain a solid, nonabsorbent, water repellent backing which will prevent the passage of moisture through it to the floor below; and
2. Wood flooring must have a water resistant finish and have no cracks to allow the accumulation of dirt and food, or the harborage of insects.

### **D. Water Supply/Wastewater Disposal**

1. Supply. Every rented mobile home lot shall have access to and every dwelling unit or rooming house shall be connected to: a supply of water sufficient in quantity and pressure to meet the ordinary needs of the occupant(s).
2. Potable Water. Water provided to a rented mobile home lot and to every kitchen sink, bathroom sink and bathtub or shower in a dwelling unit or rooming house shall be from a public water supply system which is monitored and regulated by Indiana State Department of Health or a private supply free from impurities in amounts sufficient to cause disease or harmful physiological effects as per Indiana State Department of Health testing guidelines for private water supplies. Any health-based contaminant in a private water supply that is found to be elevated shall be treated to reduce levels to existing maximum contaminant levels (MCL) or Indiana Health Advisories where no MCL exists.
3. Hot Water. Every kitchen sink, lavatory sink, shower and tub-shower combination shall be connected with water-heating facilities in working order which are capable of safely heating an adequate yield of water. Shower and tub-shower combinations must be plumbed to be able to achieve a hot water temperature greater than or equal to 100°F and remain less than 120°F at the fixture.
4. Water Supply Deficiencies: Owners of dwellings, rooming houses and rented mobile home lots with short-term deficiencies in water quality or quantity must provide occupants with an alternate, adequate and accessible supply of water for drinking and sanitation until a regular source of water is made available.
5. Sewage Disposal: Owners of rented mobile home lots shall provide hookup to and owners of all dwellings, and rooming houses shall connect all kitchen sinks, toilets, bathroom sinks, bathtubs, showers, washing machines and dishwashers to: a public sewage system if available or to a properly operating subsurface wastewater disposal system. Each wastewater disposal system shall be operated so that sewage does not back-up into the dwelling, flow to the ground surface or directly into surface water.
6. Plumbing Connections. All plumbing systems shall be maintained in good repair.

### **E. Garbage, Rubbish and Sanitary Conditions**

1. Facilities
  - a) Garbage and rubbish which are placed outside a dwelling or rooming house shall be stored in durable, cleanable, watertight receptacles with properly-fitting covers.
  - b) The owner of any dwelling or rooming house shall provide or require and maintain appropriate receptacles for the removal of garbage and rubbish.
2. Collection of Garbage and Rubbish.
  - a) The owner of any dwelling or rooming house shall assure that arrangements are made for the removal of garbage and rubbish.
  - b) Garbage and rubbish shall be removed from dwellings and rooming houses as often as is necessary to maintain a sanitary structure, not less than once every week.

### 3. Responsibilities

a) **Owner Responsibilities:** The owner of every dwelling or rooming house shall be responsible for maintaining in a clean and sanitary condition free of garbage or rubbish all common areas as well as any other part of the premises not used as a dwelling space.

b) **Occupant Responsibilities:** The occupant of every dwelling unit or rooming unit shall be responsible for maintaining in a clean and sanitary condition and free of garbage or rubbish that part of the premises which he or she exclusively occupies.

## IV. INSECTS AND RODENTS

### A. Owner Responsibilities

1. The owner of a dwelling shall maintain all common spaces free from rodent and insect infestation.
2. The owner of a dwelling shall be responsible for extermination of rodent and insect infestation in all common spaces.
3. The owner of a dwelling shall be responsible for extermination of any rodent and insect infestation in any dwelling unit when infestation in a dwelling unit is caused by his or her failure to maintain the dwelling or infestation exists in two or more of the dwelling units in any dwelling.
4. The owner of a rooming house shall maintain all rooming units and common spaces free from rodent and insect infestation, and shall be responsible for extermination.

**B. Occupant Responsibilities.** The occupant of each dwelling unit shall maintain that part of the dwelling he or she exclusively occupies free from rodent and insect infestation and shall be responsible for extermination when the infestation is caused by his or her failure to maintain the dwelling unit except as provided for in Section IV, A(3).

**C. Extermination of Rodents and Insects.** Extermination shall be accomplished by eliminating the harborage place of insects, rodents, vermin or other pests, by removing or making inaccessible materials that may serve as their food or breeding ground and by poisoning, spraying, fumigating or trapping.

## V. HEATING

Heating facilities in all dwelling units and rooming houses shall meet the following standards:

- A. Heating facilities shall be provided when the outside temperature is less than 55°F (13°C).
- B. Heating facilities shall be properly functioning and in good repair.
- C. Heating facilities shall be able to maintain a room temperature of at least 65°F (18°C) in all habitable rooms, kitchens, and bathrooms. The maintenance of required heating levels shall be accomplished without overheating one room as a means of meeting minimum heating requirements for adjacent rooms. The temperature may be read and the requirement shall be met at a point three feet above floor level and three feet from an exterior wall.
- D. Heating facilities shall be vented to the outside of the building. Un-vented fuel fired space heaters are prohibited in dwellings or rooming houses.
- E. Every owner who provides heat as part of the rental agreement to occupants of dwelling units or rooming units shall maintain the provided heat at all times to all habitable rooms, kitchens, and bathrooms when the outside temperature is less than 55°F (13°C).

## VI. NATURAL AND MECHANICAL VENTILATION

**A. The owner of dwellings and rooming houses shall provide ventilation to the outdoors as follows so as to not endanger the health and safety of the occupants:**

1. Every habitable room shall include at least one window or door in good repair located on an outside wall that is capable of being opened to admit fresh air.

2. Screens shall be provided for all operable windows and for doors that are providing ventilation when a window is not available. All screens shall be maintained in good repair and be free from tears, holes, or other imperfections of either screen or frame that would admit insects such as flies or mosquitoes.
3. All hallways and stairways in common spaces shall be adequately ventilated.
4. Every bath, toilet or shower room shall be ventilated by direct access with the external air either by window, airshaft or ventilation fan. If a ventilation fan is used, it shall be vented directly to the exterior of the building and be of sufficient size to prevent the buildup of moisture.
5. All clothing dryers shall be vented directly to the exterior of the building.

**B. Use of vaporizers/humidifiers:** Vaporizers/humidifiers which cause an elevated relative humidity promoting the growth of microorganisms shall not be used by dwelling or rooming house occupants or owners.

## **VII. LIGHTING, ELECTRICITY, FIRE ALARM**

- A.** Every habitable room in a dwelling unit or rooming house other than a kitchen shall contain at least two duplex electrical outlets or one duplex electrical outlet and one electrical light fixture.
- B.** Every kitchen in a dwelling unit or rooming house shall contain at least one electric light fixture and two duplex electrical outlets.
- C.** Every other room in a dwelling unit or rooming house shall contain at least one electric light fixture or electrical outlet for light fixture.
- D.** All building entrances in dwellings or rooming houses and all common areas in rooming houses or dwellings containing two or more dwelling units shall be adequately lighted to provide for safe and reasonable use and safe access and egress to and from the building.
- E.** All electrical systems in dwellings, rooming houses and on rented mobile home lots shall be maintained in safe working condition.
- F.** All sleeping areas in dwellings or rooming houses and all common areas in rooming houses or dwellings shall have a functioning fire alarm.

## **VIII. STRUCTURAL ELEMENTS**

- A.** Every owner of a dwelling or rooming house shall provide and maintain the foundation, floors, walls, doors, windows, ceilings, roof, staircases, chimneys and other structural elements of his or her dwelling, dwelling unit, rooming house or rooming unit so that it is weathertight, watertight, rodent proof and in good repair.
- B.** Every occupant of a dwelling or rooming house shall exercise reasonable care in the use of the structural elements of the building to maintain it in good working condition.
- C.** Every dwelling, dwelling unit, rooming house or rooming unit shall be maintained to be free from the regular or periodic appearance of standing water or excessive moisture which may result in visible mold growth.

## **IX. MOBILE HOMES ON A RENTED LOT**

It shall be the responsibility of the owner of a rented mobile home lot to provide connection to electrical services, water supply and sewage disposal to a location on each lot from which these services can be connected to the mobile home.

- A. Electrical Services:** The mobile home lot owner is responsible for installation and maintenance of the electrical service to the main electrical panel in the home.

**B. Water Supply:** The mobile home lot owner is responsible for the maintenance of water lines to a point at which the lines surface under the mobile home.

**C. Sewage Disposal:** The mobile home lot owner is responsible for the maintenance of the sewage disposal system to the point where it surfaces from the ground to service the mobile home.

## **X. GENERAL RESPONSIBILITIES**

### **A. Owners**

1. No owner shall let to another for occupancy any dwelling, dwelling unit, rooming house, rooming unit or mobile home lot which does not comply with the requirements of this code. It shall be the responsibility of the owner to maintain all premises in compliance with this code.
2. No owner shall cause any water, sewer, equipment or utility which is required by this regulation to be removed, shut off or discontinued for any occupied dwelling, dwelling unit, rooming house, rooming unit or mobile home lot except for such temporary interruption as may be necessary while actual repairs or alterations are in process or during temporary emergencies.
3. No rental agreement containing any provision purporting to transfer responsibilities between owner and occupant other than as imposed herein, shall be effective for the purposes of this code.

### **B. Occupants**

1. No occupant shall use or occupy his or her dwelling unit, rooming unit or rented mobile home lot in such a way as to cause non-compliance with this code.
2. Every occupant shall exercise reasonable care in the use of his or her dwelling unit, rooming unit or rented mobile home lot and shall maintain it in such a manner that it does not create a health hazard for his or her neighbors.
- C. Existing structures and premises that do not comply with provisions in this code shall be altered or repaired to provide a minimum level of compliance.

## **XI. ENFORCEMENT**

### **A. Owners**

It shall be the duty of the Health Officer to enforce the provisions of this Ordinance. Any permit issued in conflict with the provisions of this Ordinance shall be null and void. A violation of an order issued by the Health Officer or Board shall be considered to be a violation of this Ordinance.

### **B. Violations**

Whenever the Health Officer determines that any facility, or any other person, is in willful violation of any of the provisions of this Ordinance, the Health Officer shall furnish evidence of said willful violation to the Prosecuting Attorney of Fayette County, Indiana or the attorney for the Board who shall seek all appropriate legal remedies against the person(s) violating said provisions of this Ordinance.

### **C. Penalty**

Any person who willfully violates any of the provisions of this Ordinance shall be subject to a fine of not more than five hundred dollars (\$500.00) for each violation. Each day of the existence of any violation of this Ordinance shall be considered to be a separate offense.

### **D. Injunction**

The Health Officer may bring an action for an injunction in the Circuit or Superior Court of Fayette County, Indiana, to restrain any person from violating the provisions of this Ordinance, to cause such violation(s) to be prevented, abated or removed.

**E. Expense**

Any person violating any of the provisions of this Ordinance shall be liable to the Fayette County Department of Health for the expense, loss or damage occasioned by reason of such violation, including reasonable attorney’s fees and costs.

**F. Cumulative**

The remedies provided in this section shall be cumulative, and not exclusive, and shall be in addition to any other remedy provided by law.

**G. Severability**

Invalidity of any section, clause, sentence or provision of this Ordinance shall not affect the validity of any other part of this Ordinance.

**XII. Effective Date**

This ordinance shall be in full force and effect from and after 12:01 a.m., on the 1st day of October, 2016.

Approved by the Fayette County Department of Health on this \_\_\_ day of \_\_\_\_\_, 2016.

Passed by the Board of Commissioners of the County of Fayette, Indiana, on the \_\_\_ day of \_\_\_\_\_, 2016.

**BOARD OF COMMISSIONERS OF THE COUNTY OF FAYETTE, INDIANA**

\_\_\_\_\_

Franklin Jackson, President

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Zane Badore

\_\_\_\_\_

Leota King

ATTEST:

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Gertrud Whitaker, Fayette County Auditor