

## CHAPTER 161

### HOUSING CODE

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**161.01 SCOPE OF PROVISIONS.** The provisions of this chapter (which may be known and cited as the Housing Code for the City) apply to all dwellings within the City limits used or intended to be used for human occupancy, except that these provisions are not applicable to temporary housing as defined in this chapter.

**161.02 CONFLICTING PROVISIONS.** In any case where a provision of this chapter is found to be in conflict with a provision of any zoning, building, fire, safety, or health ordinance or code of the City, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

**161.03 DEFINITIONS.** Whenever the words “dwelling,” “dwelling unit,” “rooming house,” “rooming unit,” or “premises” are used in this chapter, they shall be construed as though they were followed by the words “or any part thereof.” The word “building” includes the word “structure” and the word “lot” includes the word “plot.” The following terms are also defined for use in this chapter:

1. “Acceptable” or “approved” means in substantial compliance with the provisions of this chapter.
2. “Accessory structure” means a detached structure which is not used, or intended to be used, for living or sleeping by human occupants.
3. “Adjoining grade” means the elevation of the ground which extends three (3) feet from the perimeter of the dwelling.
4. “Appurtenance” means that which is directly or indirectly connected or accessory to a thing.
5. “Attic” means any story situated wholly or partly within the roof or so designed, arranged or built to be used for business, storage, or habitation.
6. “Basement” means a story having a part but not more than one-half of its height below grade, which may or not be considered habitable space. A basement is counted as a story for the purpose of height regulations.
7. “Bath” means a bathtub or shower stall connected with both hot and cold water lines.

8. “Cellar” means a story having more than one-half of its height below grade. “Cellar” means a space below the first or main floor, used or intended to be used for storage, a location for heating equipment, etc., and is not considered to be habitable space.
9. “Central heating system” means a single system supplying heat to one or more dwelling units or more than one rooming unit.
10. “Code Official” means the official of the City appointed to administer this chapter and any duly authorized representatives.
11. “Communal” means used or shared by, or intended to be used or shared by, the occupant of two or more rooming units or two or more dwelling units.
12. “Condominium” means a dwelling unit which is in compliance or conformance with the requirements of Chapter 499B of the Code of Iowa, as amended.
13. “Cooperative” means a dwelling unit which is in compliance or conformance with the requirements of Chapter 499B of the Code of Iowa, as amended.
14. “Court” means an open unoccupied space, other than a yard, on the same lot with a dwelling. A court not extending to the street or front or rear yard is an inner court. A court extending to the street or front yard or rear yard is an outer court.
15. “Dining room” means a habitable room used or intended to be used for the purpose of eating, but not for cooking or the preparation of meals.
16. “Duplex” means any habitable structure containing two single dwelling units. The classification shall be determined by the existence of two separate dwelling units, as defined in this section, and shall not be based upon the identity of the occupants.
17. “Dwelling” means any building, structure, or mobile home, except temporary housing, which is wholly or partly used or intended to be used for living or sleeping by human occupants and includes any appurtenances attached thereto.
18. “Dwelling, multiple” - see “multiple dwelling.”
19. “Dwelling, single-family” - see “single-family dwelling.”
20. “Dwelling unit” means any habitable room or group of adjoining habitable rooms, located within a dwelling and forming a single unit with facilities which are used or intended to be used for living, sleeping, cooking and eating of meals.
21. “Egress” means an arrangement of exit routes to provide a means of exit from buildings and/or premises.
22. “Exit” means a continuous and unobstructed means of egress to a public way and includes intervening doors, doorways, corridors, exterior-exit

balconies, ramps, stairways, smoke-proof enclosures, horizontal exits, exit passageways, exit courts, walkways, sidewalks, and yards.

23. “Extermination” means the control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping; or by any other recognized and legal pest elimination method approved by the Code Official.

24. “Family” means one or more persons occupying a dwelling and living as a single housekeeping unit. Each individual or group of individuals to whom rent is charged as a single unit shall be considered to be a separate family.

25. “Garbage” means animal or vegetable waste resulting from the handling, preparation, cooking, or consumption of food and also means combustible waste material. “Garbage” also includes paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, and other combustible materials.

26. “Habitable room” means a room or enclosed floor space, having a minimum of seventy (70) square feet of total floor area within a dwelling unit or rooming unit used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, toilet rooms, pantries, laundries, foyers, communicating corridors, closets, storage spaces, stairways and cellars.

27. “Infestation” means the presence, within or around a dwelling, of any insects, rodents, or other pests, in such quantities as would be considered unsanitary.

28. “Kitchen” means a habitable room used or intended to be used for cooking or the preparation of meals.

29. “Kitchenette” means a food preparation area not less than forty (40) square feet in area.

30. “Kitchen sink” means a basin for washing utensils used for cooking, eating, and drinking, located in a kitchen and connected to both hot and cold water lines and properly connected to a drainage system.

31. “Lavatory” means a hand-washing basin which is connected to both hot and cold water lines, and properly connected to a drainage system, which is separate and distinct from a kitchen sink.

32. “Living room” means a habitable room within a dwelling unit which is used, or intended to be used, primarily for general living purposes.

33. “Mobile home” means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons.

34. “Multiple dwelling” means any dwelling containing three or more dwelling units.
35. “Occupant” means any person, including owner or operator, living in, sleeping in, and/or cooking in, or having actual possession of a dwelling unit or a rooming unit.
36. “Operator” means any person who rents to another or who has custody or control of a building, or parts thereof, in which dwelling units or rooming units are let or who has custody or control of the premises.
37. “Owner” means any person who has custody and/or control of any dwelling, dwelling unit or rooming unit by virtue of a contractual interest in or legal or equitable title to the dwelling, dwelling unit or rooming unit. “Owner” also means any person who has custody and/or control of any dwelling, dwelling unit or rooming unit as guardian.
38. “Permit” - see “rental permit.”
39. “Placard” means any display document showing that the unit for which it is issued has been determined to be unfit for human habitation.
40. “Plumbing” means and includes any or all of the following supplied facilities and equipment: water pipes, garbage disposal units, waste pipes, toilets, sinks, lavatories, bathtubs, shower baths, water heating devices, catch basins, drains, vents, and any other similar supplied fixtures together with all connections to water and sewer.
41. “Premises” means a lot, plot, or parcel of land including a building and/or accessory structure thereon.
42. “Privacy” means the existence of conditions which will permit a person or persons to carry out an activity commenced without interruption or interference by unwanted persons.
43. “Properly installed, connected, constructed, or repaired” means as required by this or any other building, plumbing, mechanical or electrical code of the City, including work to be done in a workmanlike manner.
44. “Public way” means any parcel of land, unobstructed from the ground to the sky, more than ten feet in width, appropriated to the free passage of the general public.
45. “Recreation room in basement or cellar” means a room located in a basement or cellar used for general recreation purposes and not used, or intended to be used, for sleeping. This room is in addition to the minimum space and facility requirements for a dwelling unit or rooming unit.
46. “Refuse” means waste materials (except human waste) including garbage, rubbish, ashes, and dead animals.
47. “Refuse container” means a watertight container that is constructed of metal, or other durable material impervious to rodents, that is capable of being serviced without creating unsanitary conditions.

48. “Rental permit” means a document, issued periodically, which grants the owner or operator the option of letting a unit for rental purposes and showing that the unit for which it is issued was in compliance with the applicable provisions of this chapter at the time of issuance.
49. “Roomer” means an occupant of a rooming house or rooming unit and shall also mean an occupant of a dwelling who is not a member of the family occupying the dwelling except for guests and/or domestic employees.
50. “Rooming house” means any dwelling, or that part of any dwelling, containing one or more rooming units, including, but not limited to hotels and motels, in which space is let by the owner or operator to one or more persons. Occupants of units specifically designated as dwelling units within a rooming house shall not be included in the roomer count. An owner-occupied, single-family dwelling, condominium, or cooperative containing a family plus one or two roomers shall be excluded from this definition and be treated as a owner-occupied, single-family dwelling.
51. “Rooming unit” means any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used, or intended to be used, primarily for living and sleeping. A rooming unit shall have bath and toilet facilities available for exclusive use by the occupant or for communal use in accordance with subsections 161.07(15) through (26) and, in addition, may have kitchen and dining facilities available for use by the occupant therein.
52. “Rubbish” means inorganic waste material consisting of combustible and/or noncombustible materials.
53. “Secured” or “securing” means boarding up openings or locking openings to prevent unwanted entry as approved by the Code Official.
54. “Single-family dwelling” means a structure containing one dwelling unit.
55. “Supplied” means paid for, furnished by, provided by, or under the control of the owner or operator.
56. “Temporary housing” means any tent, trailer, motor home, or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure, or to any utilities system on the same premises for more than thirty (30) days.
57. “Toilet” means a water closet, with a bowl and trap made in one piece, which is of such shape and form and which holds a sufficient quantity of water so that no fecal matter will collect on the surface of the bowl and which is equipped with a flushing rim or flushing rims.

#### **161.04 CERTIFICATE OF RENTAL PERMIT.**

1. Rental Permit Required. It is a violation of this chapter for any person to let to another for rent and/or occupancy any dwelling, dwelling unit, duplex,

multiple dwelling, rooming unit (except a rooming unit or units located within an owner-occupied single-family dwelling, condominium, or cooperative containing no more than two roomers), or rooming house unless the owner or operator holds a valid rental permit. A rental permit is valid for a specified period of time. The document shall be transferable from one owner or operator to another at any time prior to its expiration, termination or revocation. The owner or operator shall notify the Code Official of any changes of interest or ownership in the property within thirty (30) days of any conveyance or transfer of interest affecting the property and provide the name and address of all persons who have acquired an interest therein. In the event that the Code Official has not been notified of such conveyance or transfer within the designated period of time, the rental permit shall be transferred from one owner or operator to another only upon payment of a fee which shall be assessed the new owner or operator, the amount of which shall be set by resolution of the Council. The rental permit shall state the date of issuance, the address of the structure to which it is applicable, and its expiration date. The rental permit shall also include the maximum number of occupancy. All dwellings and dwelling units and rooming units being let for rent and occupancy without a valid permit or application for the same on file with the City and fees paid may be ordered vacated.

2. Application. The owner or operator shall file, in duplicate, an application for a rental permit, accompanied by the appropriate fees as established by resolution of the Council, with the Code Official on an application form provided by the Code Official. All applications shall be filed and a rental permit obtained before being let for rent or occupancy. Failure to file an application for a rental permit shall constitute a municipal infraction. The owner or operator shall, within thirty (30) days of application, schedule and allow an inspection of the unit by the Code Official and failure to do so may be judicially enforced and constitutes a municipal infraction.

3. Issuance. When all pertinent provisions of this chapter have been complied with by the owner or operator, the Code Official shall issue a rental permit.

4. Extension. A rental permit shall be valid through the expiration date contained thereon. However, extensions shall be granted to cover any time period between the stated expiration date and the period of time permitted by the Code Official to remedy any violations cited subsequent to an inspection authorized or requested pursuant to the provisions of this chapter, provided a rental permit application is on file with fees paid.

#### **161.05 INSPECTION AND ENFORCEMENT.**

1. Authority. The Code Official is authorized to administer and enforce the provisions of the Housing Code and to make inspections to determine the conditions of all dwellings, dwelling units, rooming units, structures, and premises located within the City, in order that the Code Official may perform

the duty of safeguarding the health, safety, and welfare of the occupants of dwellings and of the general public under the provisions of this chapter.

2. Inspections of Owner-Occupied Dwellings.

A. Inspections of owner-occupied, single-family dwellings, condominiums, and cooperatives shall occur only upon request or complaint to the Code Official and only the standards of subsections 161.07(1) through (14) and Sections 161.08 and 161.09 shall be applicable.

B. Inspections of owner-occupied, single-family dwellings, condominiums, and cooperatives containing a family plus one or two roomers shall occur only upon request or complaint to the Code Official and the standards of Sections 161.07 through 161.09 shall be applicable.

3. Inspection of Rental Units. Inspection of rental units shall be conducted upon request, on a complaint basis, and/or through a program of regular rental inspections which program shall not be conducted more frequently than yearly or less frequently than the set schedule indicated below:

- Single-family rental dwellings ..... Every 5 years
- Duplexes..... Every 5 years
- Owner-occupied 2-4 dwelling units ..... Every 5 years
- Multiple dwelling units ..... Every 3 years
- Rooming houses ..... Every 3 years

The provisions of Sections 161.07 through 161.09 of this chapter shall apply to the inspections of all rental units.

4. Access by Owner or Operator. Every occupant of a dwelling, dwelling unit, or rooming unit shall give, upon proper notice, the owner or operator thereof, or any authorized agent or employee, access to any part of such dwelling, dwelling unit, rooming unit, or premises at all reasonable times for the purpose of effecting such maintenance, making such repairs, or making such alterations as are necessary to effect compliance with, or any lawful notice or order issued pursuant to the provisions of Sections 161.07 through 161.09.

5. Access by Code Official. Whenever authorized to make an inspection or whenever the Code Official has reasonable cause to believe that there exists any condition in violation of any provisions of this chapter or in response to a complaint that an alleged violation may exist, the Code Official may enter such unit or premises during reasonable times to inspect and perform any action authorized by this chapter. If such unit or premises is tenant-occupied, the Code Official shall also notify the owner or other persons having charge or control of the building or premises of the requested entry. The Code Inspector shall at such times present official identification and explain why entry is sought; and if entry is refused, the Code Official shall request that the inspection be conducted at a reasonable time, suitable to the owner or

occupant. If the request for future entry is refused, the Code Official shall at that time, or at a later time, explain to the owner and/or occupant that said owner and/or occupant may refuse, without penalty, entry without a search warrant, and the Code Official may apply to the Iowa District Court for a search warrant.

6. Search Warrant. If consent to inspect a building is withheld by any person having the lawful right to exclude, the Code Official may apply to the Iowa District Court in and for Des Moines County for a search warrant of the building. No owner or occupant or any other person having charge, care, or control of any dwelling, dwelling unit, rooming unit, structure, or premises shall fail or neglect, after presentation of a search warrant, to properly permit entry therein by the Code Official for the purpose of inspection and examination pursuant to this chapter.

7. Violation Notice. Whenever the Code Official determines, upon the basis of an inspection or other reliable information, that a premises has one or more violations of this chapter, the Code Official shall give to the owner (and the tenant if a violation relates to Section 161.09) of the premises a written notice in substantially the following form:

**ORDER TO REPAIR, CORRECT AND COMPLY**

To: \_\_\_\_\_, Owner (and Tenant if applicable)

Re: \_\_\_\_\_, Premises in Violation

You are hereby notified that the Code Official has determined that the above premises has the following violations of the Burlington Housing Code:

Code Section	Description of Violation	Location of Premises
_____	_____	_____
_____	_____	_____
_____	_____	_____

You are hereby ordered to repair, correct and comply with the requirements of the Housing Code within sixty (60) days of your receipt of this order. Failure to comply with this order (or as it may be modified on appeal) will result in a denial or revocation of your rental permit and an order to vacate the premises.

You are advised that this order may be appealed by filing a written notice of appeal, containing the reasons for the appeal, with the Housing Appeals Board, City Hall, Burlington, Iowa, within fifteen (15) days of your receipt hereof. The appeal may dispute the above code violations or request additional time allowed for compliance or both. In addition, you may request that the Board grant a variance in the application of the Housing Code to your particular circumstances. Failure to file a timely appeal results in waiver of your right to have this order modified.

You are further advised that your failure to comply with this order (or as it may be modified on appeal) constitutes a municipal infraction per Chapter 4 of the City Code.

The order set out in this subsection shall be served upon the owner personally, upon a member of the owner’s family (if that person is of suitable age and discretion and informed of the contents thereof) personally, upon the owner by registered or certified mail, with return receipt requested, to the owner’s last known address (per County Assessor’s records); or upon the failure of all above methods, by posting a copy thereof in a conspicuous place in or about the dwelling affected by the order. The owner (and the tenant if a violation relates to Section 161.09 of this chapter) may appeal the order by filing a written notice of appeal with the Housing Appeals Board within fifteen (15) days of the service of the order. The issues on appeal are restricted to disputes regarding the cited violations, requests for additional time for compliance, and requests for variances. The Code Official shall, after expiration of the time given in the order to repair, correct and comply (or as it may be modified on

appeal), reinspect the premises as appropriate. The owner's or tenant's failure to comply with the order shall constitute a municipal infraction as defined in Chapter 4 of this Code of Ordinances.

8. Denial or Revocation of Rental Permit; Order to Vacate. Whenever the Code Official determines that the order to correct, repair and comply (or as it may be modified on appeal) has not been complied with, the Code Official shall deny or revoke the rental permit for the premises and order the premises vacated. The denial or revocation and order shall be effective thirty (30) days after receipt by the owner and tenant of the premises of a written notice of the denial or revocation of the rental permit and order to vacate in substantially the following form:

**NOTICE OF DENIAL OR REVOCATION OF RENTAL PERMIT  
AND ORDER TO VACATE**

To: \_\_\_\_\_, Owner  
 \_\_\_\_\_, Tenant

Re: \_\_\_\_\_, Premises in Violation

You are hereby notified that the Code Official has determined that the Order to Repair, Correct and Comply dated \_\_\_\_\_ affecting the above premises has not been complied with and the following violations of the Housing Code still exist:

Code Section	Description of Violation	Location of Premises
_____	_____	_____
_____	_____	_____
_____	_____	_____

You are hereby notified that, effective thirty (30) days after receipt of this notice and order, the rental permit covering the above premises is revoked (or the application for a rental permit is denied) and you are ordered to have the above premises vacated within such period of time.

You are advised that the revocation or denial of the rental permit and order to vacate the premises may be appealed by filing a written notice of appeal, containing the reasons for the appeal, with the Housing Appeals Board, City Hall, Burlington, Iowa, within seven (7) days of your receipt of this notice and order. Your appeal is solely limited to the issue of whether the previous Order to Repair, Correct and Comply (or as it may have been modified on a previous appeal) has been complied with and may not address matters concerning such order which were subject to previous appeal rights. However, tenants may, by filing a timely appeal, also request additional time to move.

You are further advised that this order to vacate may be judicially enforced and that the occupancy or sufferance of occupancy of the affected premises after the expiration of the thirty (30) day period provided herein without a valid rental permit constitutes a municipal infraction per Chapter 4 of the City Code.

The above notice and order shall be served upon the owner and tenant personally, upon a member of the owner's and tenant's family (if that person is of suitable age and discretion and informed of the contents thereof) personally, upon the owner and tenant by registered or certified mail, with return receipt requested, to the owner's last known address per County Assessor's records; or upon the failure of all above methods, by posting the copy thereof in a conspicuous place in or about the dwelling affected by the notice and order. In the instance where all of the cited violations are tenant violations under Section

161.09, the notice and order set out in this subsection shall be modified to delete reference to the revocation or denial of the rental permit for the premises and the owner may cause the premises to be reoccupied by the different tenants. The owner and/or tenant may appeal the notice and order by filing a written notice of appeal with the Housing Appeals Board within seven (7) days of this service of the notice. The issue on appeal is solely limited to the issue of whether the previous order to repair, correct and comply (or as it may have been modified on a previous appeal) has been complied with and may not address matters concerning such order which were subject to previous appeal rights. However, tenants may, by filing a timely appeal, also request additional time to move. The order to vacate may be judicially enforced and violation of the order to vacate and the occupancy or sufferance of occupancy of the affected premises after the expiration of the thirty-day period provided herein (or after such additional time as the Housing Appeals Board may have granted a tenant to move) without a valid rental permit constitutes a municipal infraction as defined in Chapter 4 of this Code of Ordinances.

9. Emergency Orders and Placarding. Whenever the Code Official, in the enforcement of this chapter, finds in or about a dwelling conditions which pose an immediate and serious threat to the health or safety of the occupants and/or the general public, the Code Official shall give to the owner and occupants of the premises a written order in substantially the following form:

EMERGENCY ORDER TO VACATE		
To: _____, Owner		
_____ , Tenant		
Re: _____, Premises in Violation		
You are hereby notified that the Code Official has determined that the above premises contains the following violations of the Burlington Housing Code, which violations pose an immediate and serious threat to the health or safety of the occupants thereof and/or the general public:		
Code Section	Description of Violation	Location of Premises
_____	_____	_____
_____	_____	_____
_____	_____	_____
You are hereby ordered to vacate the above premises within _____ days of your receipt of this order.		
You are advised that if the condition cited above is corrected and repaired before the expiration of your time limit herein, you may contact the Code Official, who may confirm the repair of the condition and rescind this order.		
You are advised that this order may be appealed by filing a written notice of appeal containing the reasons for appeal with the Housing Appeals Board, City Hall, Burlington, Iowa, within seven (7) days of your receipt hereof. The appeal may dispute the above code violations but it may not request additional time for compliance, nor will the filing of an appeal act to delay the deadline for vacating the premises.		
You are further advised that this order to vacate may be judicially enforced and your failure to comply with this order (or as it may be modified on appeal) constitutes a municipal infraction per Chapter 4 of the City Code.		

The above notice and order shall be served upon the owner and tenant personally, upon a member of the owner’s and tenant’s family (if that person is of suitable age and discretion and informed of the contents thereof) personally, upon the owner and tenant by registered or certified mail with return receipt requested to the owner’s last known address, or upon the failure of all above methods, by posting the copy thereof in a conspicuous place in or about the dwelling affected by the notice and order. The owner may appeal the order by filing a written notice of appeal with the Housing Appeals Board within seven

(7) days of the service of the order. The sole issue on appeal is the cited violation. Time to comply or vacate may not be an issue on an appeal of the order, nor will the filing of an appeal extend the number of days before the premises must be vacated. The Code Official, upon issuing an emergency order to vacate, shall post upon the dwelling a placard designating the dwelling as unfit for human habitation. No dwelling which has been placarded shall again be used for human habitation until a written approval is secured from and such placard is removed by the Code Official. The Code Official shall remove such placard whenever the violation upon which the placarding action was based has been eliminated. No person shall deface or remove the placard from any dwelling which was the subject of an emergency order to vacate and placarded as such. An emergency order to vacate may be judicially enforced and a violation of the emergency order to vacate and the occupancy or sufferance of occupancy of the affected premises after the expiration period provided in the order constitutes a municipal infraction as defined in Chapter 4 of this Code of Ordinances.

#### **161.06 HOUSING APPEALS BOARD.**

1. Established. In order to provide for interpretation of the provisions of this chapter and to hear appeals provided for under this chapter, there is established a Housing Appeals Board (hereinafter in this section referred to as the Board) consisting of five (5) members who do not hold any elective office in the municipal government, and who are appointed by the Mayor subject to the approval of the Council. Members are appointed for staggered terms of five (5) years. If any vacancy exists on the Board caused by resignation or otherwise, a successor shall be appointed for the remainder of the term.
2. Compensation. All members of the Board shall serve without compensation except for their actual expenses accrued, which shall be subject to the approval of the Council.
3. Officers. Such Board shall choose, annually, at its first regular meeting, one of its members to act as Chairperson of the Board, and another of its members as Vice Chairperson, who shall perform all the duties of the Chairperson during his or her absence or disability. The Board shall also choose one of its members to act as Secretary, who shall record all minutes and proceedings of the Board and who shall be responsible for filing same in the office of the Code Official.
4. Jurisdiction. Any person affected by a written notice and/or order issued under this chapter which is specifically subject to appeal, may appeal to the Board by filing a written appeal specifying the grounds therefor within the time limits provided. Appeals shall include requests for additional time and variances allowed under this chapter. The filing of an appeal does not delay the time for compliance with a notice or order unless the Board fails to determine the matter within the time limit provided for compliance with the notice or order in which case such time for compliance shall automatically be

extended to the time such determination is made except in the instance of an emergency order.

5. Procedures.

A. The Board, upon receipt of a written appeal, shall set a time and place for the hearing. The applicant shall be advised, in writing, of such time and place at least seven (7) days prior to the date of the hearing. At such a hearing the appellant shall have an opportunity to be heard and to show cause as to why such notice or order should be modified, extended, revoked, or why a variance should be granted. The Board, by a majority vote, may sustain, modify, extend, or revoke a notice or grant or deny a variance.

B. The Board may grant additional time for compliance with a notice or order where specifically recognized by this chapter. However, the Board may, by an express determination, retain jurisdiction of a matter concerning additional time and make tentative extensions to be finally determined at a later date and time by the Board. In the event that additional time or tentative extensions are granted, the Board shall make specific findings of fact based on evidence relating to the following:

(1) That there are practical difficulties or unnecessary hardships in carrying out the strict letter of any notice or order; and

(2) That such additional time or a tentative extension is in harmony with the general purpose and intent of this chapter in securing the public health, safety, and general welfare. Except under extraordinary circumstances, the grant of additional time, including the sum of tentative extensions shall not exceed eighteen (18) months.

C. The Housing Appeals Board may grant a variance in a specific case and from a specific provision of this chapter subject to appropriate conditions; and provided the Board makes specific findings of fact based on the evidence presented on the record as a whole, and related to the following:

(1) That there are practical difficulties or unnecessary hardships in carrying out a strict letter of any notice or order; and

(2) That due to the particular circumstances presented, the effect of the application of the provisions would be arbitrary in the specific case; and

(3) That an extension would not constitute an appropriate remedy for these practical difficulties or unnecessary hardships in this arbitrary effect; and

(4) That such variance is in harmony with the general purpose and intent of this chapter in securing the public health, safety, and general welfare.

D. Upon appeal or the request of the Code Official, the Board may consider the adoption of a general variance. The Board by a majority vote may establish a general variance for existing structures which cannot practicably meet the standards of the Housing Code. Prior to considering any general variance, public notice shall be given. A general variance, if granted, shall:

(1) State in what manner the variance from the specific provision is to be allowed; and

(2) State the conditions under which the variance is to be made; and

(3) Be based upon specific findings of fact based on evidence related to the following:

(a) That there are practical difficulties or unnecessary hardships in carrying out the strict letter of the specific provision, common to dwellings, dwelling units, or rooming units to which the variance will apply, and

(b) That such variance is in harmony with the general purpose and intent of this chapter in securing the public health, safety and general welfare.

6. Amendments. Additionally, the Housing Appeals Board may on its own motion recommend improvements, amendments or modifications to this chapter.

#### **161.07 MINIMUM STRUCTURE STANDARDS FOR ALL DWELLINGS.**

1. Supplied Facility. Every supplied facility piece of equipment or required utility shall be constructed and/or installed so that it will function safely.

2. Kitchens. Every dwelling unit shall have a kitchen room or kitchenette equipped with the following:

A. An approved kitchen sink.

B. Space capable of properly accommodating a refrigerator and a stove or range.

C. Proper access terminals to utilities necessary to properly operate a refrigerator and stove or range.

D. Adequate space for the storage and preparation of food.

3. Water Closet Required. Every dwelling unit shall contain an approved water closet.

4. Bath Required. Every dwelling unit shall contain an approved bathtub or shower.
5. Lavatory Basin Required. Every dwelling shall contain an approved lavatory basin within or adjacent to the room containing the toilet.
6. Privacy In a Room Containing Toilet and Bath. Every toilet and every bath shall be contained within a room or within separate rooms which afford privacy for a person within said rooms.
7. Water Heating Facilities Required. Every kitchen sink, bath and lavatory basin required in accordance with the provisions of this chapter shall be properly connected with supplied water heating facilities. Every supplied water heating facility shall be properly connected and shall be capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every kitchen sink and lavatory basin required under the provisions of this chapter at a temperature of not less than one hundred twenty degrees (120°) Fahrenheit [forty-eight degrees (48°) centigrade]. Such supplied water heating facilities shall be capable of meeting the requirements of this section when the required space heating facilities are not in operation.
8. Connection of Sanitary Facilities To Water and Sewer Systems. Every kitchen sink, toilet, lavatory basin, and bath shall be properly connected to an approved water and sewer system.
9. Exits.
  - A. Every dwelling unit and every rooming unit shall have access directly to the outside or to a public corridor. All buildings or portions thereof shall be provided with exits, exit-ways and appurtenances as required by Chapter 33 of the *Uniform Building Code*.
  - B. Every sleeping room below the fourth story shall have at least one operable window or exterior door approved for emergency egress or rescue. The units shall be operable from the inside to provide a full clear opening without the use of separate tools.
  - C. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening of 5.0 square feet at grade level and 5.7 square feet elsewhere. The minimum net clear opening height dimension shall be twenty-four (24) inches. The minimum net clear opening width dimension shall be twenty (20) inches. Where windows are provided as means of egress or rescue they shall have finished sill height not more than forty-four (44) inches above the floor. Exception: Windows of slightly lesser dimensions which were installed in conformance with a previous building code may be approved by the Code Official providing sill heights are not over forty-eight (48) inches above the floor.
  - D. New dwelling units shall have exits as required by the Building Code and Fire Code of the City.

E. Every means of egress shall comply with the following requirements:

- (1) Handrails. All stairways comprised of two or more risers shall be provided with a substantial and safe handrail.
- (2) Guardrails. All unenclosed floor and roof openings, open and glazed sides of landings and ramps, balconies or porches which are more than thirty (30) inches above grade or above the floor below, and any roof used for other than service of the building, shall be protected by a substantial and safe guardrail.
- (3) Every stairway shall have a uniform riser height and uniform tread width which shall be adequate for safe use.
- (4) Doors and windows readily accessible from outside the unit shall be lockable from inside the unit.
- (5) In basement units where one means of egress is a window, such window shall have an unobstructed opening no less in area than that required in the City Building Code and/or Fire Code.
- (6) No existing fire escape shall be deemed a sufficient means of egress unless it is in compliance with the fire codes of the State and the City.
- (7) Every doorway providing ingress or egress from any dwelling unit, rooming unit or habitable room shall be at least six feet four inches high and twenty-four (24) inches wide.

10. Natural Light. Every habitable room except a kitchen shall have at least one window or skylight facing directly to the outdoors. The minimum total window or skylight area, measured between stops, for every habitable room shall be at least ten percent (10%) of the floor area of such room or that amount of window and/or skylight area specified by the City Building Code. For the purpose of determining natural light and natural ventilation requirements, any room may be considered as a portion of an adjoining room when one-half of the area of the common wall is open and unobstructed and provides an opening of not less than one-tenth of the floor area of the interior room or twenty-five (25) square feet, whichever is greater.

11. Ventilation.

- A. Interior Air Quality. Every dwelling unit and rooming unit shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful air pollutants.
- B. Natural Ventilation.

- (1) Every window or other device with openings to the outdoor space, used for ventilation, shall be supplied with screens of not less than sixteen mesh per inch.
- (2) The total openable window area in every habitable room shall be equal to at least forty-five percent (45%) of the minimum window area as required above.
- (3) Every door opening directly from a dwelling unit or rooming unit to outdoor space, the use of which is necessary to meet the minimum ventilation requirements of this chapter, shall have a supplied screen or screens and a self-closing device.
- (4) Every cellar window, soffit or roof vent, used or intended to be used for ventilation, and every other opening to a cellar, crawl space, or interior roof area, which might provide an entry for rodents or birds shall be supplied with a heavy wire screen of not larger than one-fourth inch mesh or such device as will effectively prevent their entrance.
- (5) For natural ventilation, every bathroom or toilet compartment shall be provided with an opening or window with an area not less than one-twentieth of the floor area of such room with a minimum of one and one-half (1½) square feet and which shall be openable to the outside.

C. Mechanical Ventilation. In lieu of openable windows for natural ventilation, adequate ventilation may be a system of mechanical ventilation which provides not less than two air changes per hour in all habitable rooms and/or bathrooms or toilet compartments. No mechanical exhaust system, exhausting vapors, gases or odors shall be discharged into an interior roof area, crawl space or cellar unless such interior roof area, crawl space, or cellar is adequately vented to the outside. Any kitchen or kitchenette lacking natural ventilation shall be equipped with a system of mechanical ventilation which provides at least two air changes per hour in the room. The system shall exhaust and discharge directly to outside air.

12. Heating. Every dwelling shall have heating facilities which are properly installed and are capable of safely and adequately heating all habitable rooms, bathrooms, and toilet rooms located therein to a temperature of at least sixty-eight degrees (68°) Fahrenheit [twenty degrees (20°) centigrade] and shall be capable of maintaining in all said locations a minimum temperature of sixty-five degrees (65°) Fahrenheit, [eighteen degrees (18°) centigrade] at a distance of three (3) feet above the floor level at all times. Such heating facilities shall be so designed and equipped that heat, as herein specified, is available for all dwelling units and rooming units.

13. Electrical Requirements. Every habitable room shall contain at least two separate floor or wall-type electrical double convenience outlets which shall be situated a distance apart equivalent to at least twenty-five percent (25%) of the perimeter of the room. Every such outlet and fixture shall be properly installed. Every habitable room, toilet room, laundry room, furnace room, basement and cellar shall contain at least one supplied ceiling or wall-type electric light fixture or switched outlet. Every such outlet and fixture shall be properly installed. Temporary wiring or extension cords shall not be used as permanent wiring.

14. Minimum Space, Use And Location Requirements.

A. Floor Area per Occupant. Every dwelling shall contain at least one hundred fifty (150) square feet of floor space for the first occupant thereof and at least one hundred (100) additional square feet of floor space for every additional occupant thereof. For the purpose of determining the maximum permissible occupancy, the floor area of that part of a room where the ceiling height is less than five (5) feet shall not be considered when computing the total floor area of the room.

B. Sleeping Rooms. In every dwelling unit of two or more rooms and every rooming unit, every room occupied for sleeping purposes by one occupant shall contain at least seventy (70) square feet of floor space and every room occupied for sleeping purposes by two occupants shall contain at least one hundred ten (110) square feet of floor space per sleeping room.

C. Ceiling Height. The ceiling height of every habitable room shall be at least seven feet (7'). In any habitable room where the ceiling is a part of a sloping roof, at least one-half of the floor area shall have a ceiling height of at least seven feet (7'). "Floor area," as used in this subsection, means the area of the floor where the vertical measurement from floor to ceiling is five (5) feet or more. Obstruction of space by such items as water and gas pipes, cabinetry, etc., shall be permitted when such obstructions are located within two (2) feet of a partition or wall, do not interfere with an emergency ingress and egress, and are approved by the Code Official. Obstruction of a ceiling space shall be permitted when such obstruction is located at a height of not less than six feet four inches (6'4") from the floor and which does not occupy more than twenty-five percent (25%) of the cubic area of the space within a room which is further than six feet four inches from the floor.

15. Direct Access. Access to each dwelling unit or rooming unit shall not require first entering any other dwelling unit or rooming unit (except that access to rooming units may be through a living room or kitchen of a unit occupied by the owner-operator of the structure). No dwelling, dwelling unit, or rooming unit containing two or more sleeping rooms shall have such room arrangements that access to a bathroom water closet compartment intended for use by occupants of more than one sleeping room can be had only by going

through another sleeping room, nor shall room arrangements be such that access to a sleeping room can be had only by going through another sleeping room. A bathroom or water closet compartment shall not be used as the only passageway to any habitable room, hallway, basement, cellar, or to the exterior of the dwelling unit or rooming unit.

16. Lighting of Public Halls and Stairways. Public passageways and stairways in dwellings accommodating two to four dwelling units or rooming units shall be provided with convenient wall-mounted light switches which activate an adequate lighting system. Public passageways and stairways in buildings accommodating more than five (5) dwelling units or rooming units shall be lighted at all times with an adequate artificial lighting system, except that such artificial lighting may be omitted from sunrise to sunset where an adequate natural lighting system is provided. Whenever the occupancy of a building exceeds one hundred (100) persons, the artificial lighting system as required herein shall be on an emergency circuit.

17. Fire Extinguishers; Minimum Approved Type. All rental dwelling units and rooming houses shall have a two and one-half pound type "ABC" fire extinguisher, or have access to a fire extinguisher within seventy-five (75) feet of any unit, which is approved by the Code Official or Fire Chief. Fire extinguishers shall be properly hung in an area of easy access.

18. Early Warning Fire Protection. All rental dwelling units and rooming houses shall be provided with smoke detectors as approved by the Fire Chief and Code Official. The detectors shall be mounted on the ceiling or wall at a point centrally located in the corridor or area giving access to rooms used for sleeping purposes. Smoke detectors hereafter installed in areas where sleeping rooms are on an upper level shall be placed above the stairway. All detectors shall be located according to manufacturer's directions. Care shall be exercised to ensure that the installation will not interfere with the operating characteristics of the detector. When actuated, the detector shall provide an alarm for the dwelling unit or rooming unit.

19. Water Closets and Lavatory Basins. At least one approved water closet and one approved lavatory basin shall be supplied for each eight (8) persons or fraction thereof residing within a dwelling containing a rooming unit or units, including members of the operator's family whenever they share the said facilities, provided that in a rooming house where rooms are let only to males, flush urinals may be substituted for not more than one-half of the required number of water closets.

20. Baths. At least one approved bath shall be supplied for each eight (8) persons or fraction thereof residing within a dwelling containing a rooming unit or units, including members of the operator's family whenever they share the use of the facilities.

21. Location of Communal Toilets and Baths. Communal toilets and baths shall be located on the same floor or the floor immediately above or below the rooming unit.

22. **Lead-Based Paint.** Every owner or operator of a dwelling unit or rooming unit being let for rent and/or occupancy shall, on forms provided by the City, certify that the dwelling is in accordance with HUD Lead Based Paint Regulations, 24 CFR, Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act.
23. **Communal Kitchens.** If a communal kitchen is supplied, it shall comply with the following requirements:
- A. The minimum floor area of a communal kitchen shall be sixty (60) square feet.
  - B. The minimum floor area of a communal kitchen in which roomers are permitted to prepare and eat meals shall be one hundred (100) square feet.
  - C. The communal kitchen shall be equipped with the following:
    - (1) A refrigerator with an adequate food storage capacity.
    - (2) An approved kitchen sink.
    - (3) A stove or range.
    - (4) At least one cabinet of adequate size suitable for the storage of food and eating and cooking utensils.
    - (5) At least six (6) square feet of surface area which is easily cleanable and suitable for the preparation of food.
    - (6) A table and adequate chairs for the normal use of the facilities if a communal dining room is not supplied.
  - D. Every communal kitchen shall be located within a room accessible to the occupants of each rooming unit sharing the use of such kitchen, without going outside of the dwelling and without going through a dwelling unit or rooming unit of another occupant.
24. **Communal Dining Room.** Every dwelling or rooming house, within which the occupant of any rooming unit is permitted to prepare meals or cook within a communal kitchen containing less than one hundred (100) square feet of floor area, as provided in subsection 23 of this section, shall contain a communal dining room which complies with all of the following requirements:
- A. Every communal dining room shall be located on the same floor of the rooming house as the communal kitchen and such dining room shall be as nearly adjacent to the communal kitchen as is practicable.
  - B. Every communal dining room shall be located within a room accessible to the occupant of each rooming unit sharing such dining room, without going outside of the dwelling and without going through a dwelling unit or rooming unit of another occupant.
  - C. The communal dining room shall contain a table and adequate chairs for the normal use of the facilities.

- D. Every communal dining room shall contain not less than seventy (70) square feet of floor area.
25. Shades, Draperies and Window Coverings. Every window in rooms used for sleeping rooms in rooming units and furnished dwelling units shall be supplied with shades, draperies, or other devices or materials which, when properly used, will afford privacy to the occupants. Every window in rooms used for sleeping purposes in unfurnished dwelling units shall be supplied with hardware necessary to support shades, draperies, or other devices or materials which, when properly used, will afford privacy to the occupants.
26. Kitchens; Stoves and Refrigerators. Kitchens or kitchenettes in multiple dwellings, rooming houses and duplexes shall be supplied with a stove or range and a refrigerator by the owner, operator, or tenant.

**161.08 RESPONSIBILITIES OF OWNERS RELATING TO THE MAINTENANCE AND OCCUPANCY OF PREMISES.**

1. Maintenance of Structure.
  - A. Every foundation, roof, floor, wall, ceiling, stair, step, elevator, handrail, guardrail, porch, sidewalk, and appurtenance thereto shall be maintained in safe and sound condition and shall be capable of supporting the loads that normal use may cause to be placed thereon.
  - B. Every foundation, floor, exterior wall, exterior door, window, and roof shall be maintained in reasonably weather-tight, watertight, rodent proof and insect proof condition.
  - C. Every door, door hinge, door latch, and door lock shall be maintained in good and functional condition and every door, when closed, shall fit reasonably well within its frame.
  - D. Every window, existing storm window, window latch, window lock, and other aperture covering, including its hardware, shall be maintained in good and functional condition and shall fit reasonably well within its frame.
  - E. Every interior partition, wall, floor, ceiling and other interior surface shall be maintained so as to permit it to be kept in a clean and sanitary condition, and where appropriate, shall be capable of affording privacy.
2. Maintenance of Accessory Structures. Every foundation, exterior wall, roof, window, exterior door, basement hatchway, and appurtenance of every accessory structure shall be so maintained as to prevent the structure from becoming a harborage for rats or other vermin and shall be kept in a reasonably good state of repair.
3. Rainwater Drainage. All eaves, downspouts, and other roof drainage equipment on the premises shall be maintained in a good state of repair and so installed as to direct rainwater away from the structure.

4. Grading, Drainage and Landscaping of Premises. Every premises shall be graded and drained so no stagnant water will accumulate or stand thereon. Every premises shall be continuously maintained by suitable landscaping with grass, trees, shrubs, or other planted groundcover designed to reduce and control dust. Exception: This chapter shall not affect the existence or maintenance of storm water detention systems.
5. Chimneys and Smoke Pipes. Every chimney and every supplied smoke pipe shall be adequately supported, reasonably clean, and maintained in a reasonably good state of repair.
6. Protection of Exterior Wood Surfaces. All exterior wood surfaces of a dwelling and its accessory structures, fences, porches, and similar appurtenances shall be reasonably protected from the elements and against decay by non-lead-based paint or other approved protective coating. Exception: Where it can be demonstrated that the exterior wood surface is comprised of a type or species of wood or has been treated in such a way as to cause it to be especially resistant to decay or infestation, the wood surface in question, if approved by the Inspector, shall be exempt from the requirements listed in this subsection.
7. Means of Egress. Every means of egress shall be maintained in good condition and shall be free of obstruction at all times.
8. Hanging Screens and Storm Windows. The owner or operator of the premises shall be responsible for hanging all screens and storm windows except when there is a written agreement between the owner and the occupant to the contrary. Screens shall be provided no later than the first day of May of each year and storm windows shall be provided no later than the first day of November of each year.
9. Electrical System. The electrical system of every dwelling or accessory structure shall not by reason of overloading, dilapidation, lack of insulation, improper fusing, or for any other cause expose the occupants to hazards of electrical shock or fire, and every electrical outlet, switch, and fixture shall be maintained in good and safe working condition. The owner or operator shall supply properly sized fuses or equivalent, at the beginning of each tenant's occupancy.
10. Maintenance of Supplied Plumbing Fixtures. Every supplied plumbing fixture and water and waste pipe shall be maintained in good and sanitary working condition. All plumbing shall be so designed, installed or replaced so as to prevent contamination of the water supply through backflow, back siphonage, or cross-connection. Water pressure shall be adequate to permit a proper flow of water from all open outlets at all times.
11. Maintenance of Gas Appliances and Facilities. Every gas appliance shall be connected to a gas line with rigid black iron piping except that listed metal appliance connectors or semi-rigid tubing may be used if approved by the Code Official. Every indoor gas appliance shall have an approved shutoff

valve, which shall be installed in the gas line outside of each appliance and ahead of the union connection thereto, in addition to any valve provided on the appliance. Said valve shall be within three (3) feet of the appliance it serves, except for gas ranges which shall have an approved flexible connector not over six (6) feet in length serving as a final connector. Every gas pipe shall be sound and tightly put together and shall be free of leaks, corrosion, or obstruction so as to reduce gas pressure or volume. Gas pressure shall be adequate to permit a proper flow of gas from all open gas valves at all times.

12. Maintenance of Heating and Supplied Cooling Equipment. The heating equipment of each dwelling shall be maintained in good and safe working condition and shall be capable of heating all habitable rooms, bathrooms, and toilet rooms located therein to the minimum temperature required in this chapter. However, heating and supplied cooling equipment shall not be required to be maintained in operational condition during that time of the year when the equipment is not normally used.

13. Floors – Kitchen and Bathrooms. Every toilet room floor surface, bathroom floor surface, and kitchen floor surface shall be constructed and maintained so as to permit such floor to be easily kept in a clean, dry, and sanitary condition.

14. Supplied Facilities. Every facility, utility, and piece of equipment required by this chapter and/or present in the unit and/or designated for the exclusive use by the occupants of the unit at the time that either the rental agreement is signed or possession is given shall function safely and shall be maintained in proper working condition. Maintenance of facilities, utilities, and equipment not required by this chapter shall be the owner's responsibility unless stated to the contrary in the rental agreement. No required supplied facility shall be removed, shut off, or disconnected from any occupied dwelling unit or rooming unit except for such temporary interruption as may be necessary while actual repairs, replacements, or alterations are being made.

15. Refrigerators and Stoves. All supplied refrigerators, stoves, and ranges shall be maintained in good and safe working condition.

16. Toilets, Baths and Lavatory Basins. All toilets, baths, and lavatory basins shall be maintained in good and sanitary working condition.

17. Fire Protection. All fire extinguishers and early warning fire protection systems shall be maintained in good working condition at all times and shall be provided at the beginning of each tenancy.

18. Covered Cisterns. All cisterns or similar water storage facilities shall be fenced, safely covered, or filled in such a way as not to create a hazard to life or limb.

19. Sealed Passages. All pipe passages, chutes, and similar openings through walls or floors shall be adequately enclosed or sealed to prevent the spread of fire or passage of vermin.

20. Pest Extermination. Whenever infestation exists in two or more of the dwelling units or rooming units of any dwelling, or in the shared or public parts of any dwelling containing two or more dwelling units or more than one rooming unit, extermination thereof shall be the responsibility of the owner.
21. Owner To Let Clean Units. No owner shall permit occupancy of the vacant dwelling unit or rooming unit unless it is clean, sanitary, and fit for human occupancy.
22. Maintenance of Public Areas. Every owner or operator of a dwelling containing two or more dwelling units or more than one rooming unit shall be responsible for maintaining, in a safe and sanitary condition, the shared public areas of the dwelling and premises thereof, unless there is a written agreement between the owner and occupant to the contrary.
23. Maintenance of Fencing. Every fence shall be kept in a reasonably good state of repair or shall be removed.
24. Garbage Disposal. Every owner of a dwelling shall supply adequate facilities for the disposal of garbage which are approved by the Code Official and are in compliance with this Code of Ordinances.
25. Occupancy Control. No owner or operator shall allow the occupancy of a dwelling, dwelling unit, or rooming unit to exceed the number of persons listed on the rental permit.
26. Cooking and Eating In Rooming Unit. No owner or operator shall knowingly allow eating or the use of cooking equipment within any rooming unit.

**161.09 RESPONSIBILITIES OF OCCUPANTS RELATING TO THE MAINTENANCE AND OCCUPANCY OF PREMISES.**

1. Occupant Responsible For Controlled Area. Every occupant of a dwelling unit or rooming unit shall keep in a clean, safe, and sanitary condition that part of the dwelling, dwelling unit, rooming unit, or premises thereof he or she occupies and controls.
  - A. Every floor and floor covering shall be kept reasonably clean and sanitary.
  - B. Every wall and ceiling shall be kept reasonably clean and free of dirt or greasy film.
  - C. No dwelling or the premises thereof shall be used for the storage or handling of refuse.
  - D. No dwelling or the premises thereof shall be used for the storage or handling of dangerous or hazardous materials.
2. Plumbing Fixtures. The occupants of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall

be responsible for the exercise of reasonable care, proper use, and proper operation thereof.

3. Extermination of Pests. Every occupant of a single-family dwelling shall be responsible for the extermination of any insects, rodents, or other pests therein or on the premises; every occupant of a dwelling containing more than one dwelling unit or rooming unit shall be responsible for such extermination within the unit occupied by him whenever said unit is the only one infested. Notwithstanding the foregoing provisions of this section, whenever infestation is caused by the failure of the owner to maintain a dwelling in a reasonably rodent-proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner.

4. Storage and Disposal of Garbage. Every occupant of a dwelling shall dispose of rubbish, garbage, and any other organic waste in a clean and sanitary manner by placing it in the supplied disposal facilities or storage containers required by this chapter.

5. Use and Operation of Supplied Heating Facilities. Every occupant of a dwelling unit or rooming unit shall be responsible for the exercise of reasonable care, proper use, and proper operation of supplied heating facilities.

6. Electrical Wiring. No temporary wiring or extension cords shall be used except extension cords which run directly from portable electric fixtures to convenience outlets and which do not lie beneath floor coverings or extend through doorways, transoms, or similar apertures and structural elements or attached thereto. The occupant shall not knowingly overload the circuitry of the dwelling unit or rooming unit.

7. Supplied Facilities. Every occupant of a dwelling unit shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care, proper use, and proper operation thereof.

8. Preparation or Eating of Meals In Rooming Units Prohibited. No occupant of a rooming unit shall prepare or eat meals or store cooking utensils in his or her rooming unit unless an approved kitchen and/or dining room is contained within the rooming unit. The cooking and eating of meals may take place in dwellings containing a rooming unit or units if the provisions of subsections 161.07 (23) and (24) are complied with.

9. Occupancy Control. No occupant shall allow the occupancy of any dwelling unit or rooming unit within which he or she resides to exceed the number of persons listed on the rental permit.

**161.10 PENALTY.** Any person violating any of the provisions of this chapter shall, upon conviction, be subject to the penalties set forth in Section 1.14 of this Code of Ordinances or a violation of any of the provisions of this chapter shall constitute a municipal infraction and may be enforced under Chapter 4 of this Code of Ordinances. Each and every day that a violation occurs or continues shall be deemed a separate offense.