

CITY OF FORNEY, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FORNEY, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORNEY, TEXAS, AS HERETOFORE AMENDED, BY ADDING ARTICLE 3.09, ENTITLED “MULTI-FAMILY AND SINGLE-FAMILY RENTAL PROPERTY REGISTRATION AND INSPECTION,” BY PROVIDING REQUIREMENTS FOR THE ANNUAL REGISTRATION AND INSPECTION OF MULTI-FAMILY AND SINGLE-FAMILY RENTAL HOUSING; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Forney, Texas (“City”) is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Forney (“City Council”) is empowered under the Texas Local Government Code to adopt ordinances and rules for the orderly and beneficial operation of City government and the welfare of the citizens of Forney; and

WHEREAS, the City Council is committed to ensuring that residential rental properties in the community are safe, livable, and routinely maintained in accordance with public health, safety, and property maintenance standards as adopted in the City of Forney Code of Ordinances; and

WHEREAS, some residential rental property owners routinely fail to maintain their properties putting rental unit dwellers at risk of illness, injury or death; and

WHEREAS, residential rental property registration and inspection programs provide cities with an effective mechanism for the identification, tracking, and enforcement of poorly maintained properties and owners/landlords; and

WHEREAS, the City Council desires to regulate residential rental properties within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORNEY, TEXAS, THAT:

Section 1. FINDINGS INCORPORATED

All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Forney, and they are hereby approved and incorporated into the body of this Ordinance as if restated herein in their entirety.

Section 2. AN AMENDMENT TO CHAPTER 3 OF THE CODE OF ORDINANCES TO CREATE ARTICLE 3.09 ENTITLED “MULTI-FAMILY AND SINGLE-FAMILY RENTAL PROPERTY REGISTRATION AND INSPECTION”

From and after the effective date of this Ordinance, Article 3.09 of the Code of Ordinances of the City of Forney, Texas, entitled "Multi-Family and Single-Family Rental Registration Regulations" is hereby added to read as follows:

ARTICLE 3.09 MULTI-FAMILY AND SINGLE-FAMILY RENTAL PROPERTY REGISTRATION AND INSPECTION

Sec. 3.09.001 Definitions.

Apartment. A room or suite of rooms arranged or designed to be used as a residence by a single individual or group of individuals.

Animal. Any living creature, domestic, exotic, or wild, including but not limited to, dogs, cats, pigs, horses, birds, fish, mammals, reptiles, fowl and livestock, but specifically excluding human beings.

Apartment House. Any building, or portion thereof, which is designed, built, rented, leased, let, or hired out to be occupied as four (4) or more dwelling units, or which is occupied as the home or residence of four or more families living independently from each other and maintaining separate cooking facilities. The term does not include Bed and Breakfast establishments with seven or fewer rooms for rent that serve breakfast to over-night guests and are not a retail food establishment.

Bathroom. An enclosed space containing one or more bathtubs, showers, or both, and which shall include toilets, lavatories or fixtures serving similar purposes. A kitchen sink shall not be used as a substitute for the required lavatory.

Bedroom. A room used or intended to be used for sleeping purposes and not as a kitchen, bathroom, living room, closet, hallway, utility space, entry way, garage, patio or breezeway.

Building Code. The official Building Codes of the City in effect at the time of construction; provided, however, that all existing structures and equipment and any replacement or new installation must comply with the current official Building Codes of the City to the extent required by said Code.

Building Official. The Chief Building Official or other designated authority charged with the administration and enforcement of the Building Codes, and/or the Building Official's duly authorized representative.

Certificate of Occupancy. A certificate issued by the Building Official authorizing occupancy.

City. The City of Forney, Texas, including all areas within its corporate limits.

City Manager or City Manager's Designee. The City Manager is the appointing authority designated by the City Commission to administer and/or enforce the provisions of this Ordinance and any person or persons designated by the City Manager to represent the City Manager for said purpose. The term may include the City Manager's designee or delegated staff or duly authorized representative of the City Manager.

City Council. The City Council of the City of Forney, Texas, constitutes the legislative body of the city and, as a group, is responsible for taxation, appropriations, ordinances, and other general functions.

Common Areas. Means the areas in a Rental Dwelling Unit that are accessible to all occupants of the property, including, but not limited to, lobbies, laundry rooms, recreation areas, common kitchens, hallways, stairs, courtyards, light wells, garbage areas, boiler rooms, storage rooms, basements, roof areas, or parking garages or areas.

Condemn. To adjudge unfit for occupancy.

Construction Codes. The Building Code, Residential Code, Electric Code, Energy Conservation Code, Fire Code, Fuel Gas Code, Mechanical Code, Property Maintenance Code, and Plumbing Code, collectively.

Dwelling Unit. One or more rooms arranged, designed, or used as separate living quarters for an individual family. Kitchen facilities (only one per dwelling unit permitted), including at least a stove or cooking device, and a permanently installed sink, plus bathroom facilities, shall always be included in each dwelling unit.

Electric Code. The official Electric Code of the City in effect at the time of construction; provided, however, that all existing structures and equipment and any replacement or new installation must comply with the current official Electrical Code of the City to the extent required by said Code.

Energy Conservation Code. The official Energy Conservation Code of the City in effect at the time of construction; provided, however, that all existing structures and equipment and any replacement or new installation must comply with the current official Energy Conservation Code of the City to the extent required by said Code.

Essential Utilities. One or more of the following utilities: Gas, electric, water, sanitary sewer, storm sewer, heating system, and air conditioning.

Exterminated and/or Extermination. The control and elimination of insects, rodents and vermin by eliminating their places of harborage and by removing or making inaccessible, materials that may serve as their food and by poisoning, spraying, fumigating, trapping or by any other approved means of pest elimination.

Fire Chief. The City of Forney Fire Chief and/or his designated representative.

Fire Code. The official Fire Code of the City in effect at the time of construction; provided, however, that all existing structures and equipment and any replacement or new installation must comply with the current official Fire Code of the City to the extent required by said Code.

Fire Marshal. The person appointed by the Fire Chief charged with the administration and enforcement of all applicable fire-related codes, or a duly authorized representative.

Garbage. Refuse, animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

Graffiti. Means markings, initials, slogans, inscriptions, symbols, designs or other drawings which are written, sketched, painted, drawn or applied in any other way to any structure, building, or property, or to any portion or element thereof, whether the property is public or private, without the effective consent of the owner.

Habitable Rooms. Means living, sleeping, eating and cooking rooms.

Hot Water. Hot water supplied to plumbing fixtures at a temperature of not less than 110 degrees Fahrenheit.

Infestation. The presence within or continuous to a dwelling unit of insects, rodents, vermin or other pests.

Kitchen. Space used for cooking or preparation of food.

Landlord. The owner or lessor of a rental housing unit and additionally includes a management company or managing agent (including an on-site manager) of a rental housing unit or complex.

Lease. Any written or oral agreement between a Landlord and tenant that establishes or modifies the terms, conditions, rules, or other provisions regarding the use and occupancy of a dwelling

Legal Age. The age at which a person takes on the rights and responsibilities of an adult. In Texas 18 years of age or older is consider of legal age.

Litter. Garbage, refuse, rubbish, and all other waste material.

Mechanical Code. The official Mechanical Code of the City in effect at the time of construction; provided, however, that all existing structures and equipment and any replacement or new installation must comply with the current official Mechanical Code of the City to the extent required by said Code.

Multi-Family Dwelling. Any building, or portion thereof, which is designed, built, rented, leased, let or hired out to be occupied as three or more apartments, or which is occupied as the home or residence of three or more families living independently of each other and maintaining separate cooking facilities.

Occupancy. The purpose for which a building or portion thereof is utilized or occupied.

Occupant. Any individual living or sleeping in a building or having possession of a space within a building.

Owner. Any person, agent, landlord, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the State, County, or Municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of such person if ordered to take possession of real property by a court or a property manager. An "owner" shall also include the applicant, permittee and/ or any person owning or possessing an animal and/or who has the right of property on which the animal is kept, harbored or permits an animal to remain on or about the property, or has control of an animal.

Outdoor Ambient Temperature. The temperature measured in the shade immediately outside the building in question.

Person. An individual, partnership, firm, company, corporation, association, business trust, estate trust, partnership or association, two or more persons having a joint or common interest, or any other legal or commercial entity.

Plumbing. Includes all of the following supplied facilities, equipment, and devices: gas pipes, toilets, lavatories, sinks, laundry tubs, catch basins, wash basins, bathtubs, shower baths, waste sewer pipes and sewerage system, septic tanks, drains, vents, traps, and any other fuel-burning or water- using fixtures and appliances, including private fire hydrants, together with all connections to water, wastewater, sewer, or gas.

Plumbing Code. The official Plumbing Code of the City in effect at the time of construction; provided, however, that all existing structures and equipment and any replacement or new installation must comply with the current official Plumbing Code of the City to the extent required by said Code.

Potable Water. Water duly approved as satisfactory and safe for drinking by the Public Works Department of the City.

Premises. Shall mean real property, including, but not limited to; any lot, plot or parcel of land, plus the front or side parkway between the property line or sidewalk and the curb or traveled way, and the rear or side parkway between the property line and the centerline of an adjoining alleyway or utility easement. The term also includes any adjoining right-of-way, yard, ground, driveway, fence, porch, steps or other structure appurtenant to the premises thereon.

Property Manager. A person who has managing control of real property; the term shall include the commission of owners, the homeowner association or the entity having control over the common, co-owned elements.

Refuse. Refers to all putrescible and non-putrescible solid wastes (except body wastes) including, but not limited to, garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and solid market and industrial wastes.

Rental Dwelling Unit. The term shall include but is not limited to; a single family or multi-family dwelling unit, duplex unit, triplex, quadruplex, town house, condominium, apartment, or a portion thereof that is rented or offered for rent as a residence. Any room or group of rooms providing complete, independent living facilities for the occupants thereof and occupied, or which is intended or designed to be occupied, as the home or residence of one individual, group of individuals, family or household, including permanent provisions for living, sleeping, eating, cooking and sanitation qualifies as a Rental Dwelling Unit. (a)The term shall not include premises that are inspected by a State or Federal governmental entity for compliance with the provisions of any State or Federal law or regulation regulating the fitness of said premises for human habitation if at least 50% of the dwelling units of the premises are subject to said State or Federal law or regulation. For purposes of this definition, the term "State or Federal Governmental entity" shall mean the government of the United States; a department, division, agency or subdivision of the United States government; the State of Texas; or a political subdivision of the State of

Texas. Also, for purposes of this definition, the term "State or Federal law or regulation" shall mean a law, rule, regulation or standard of (b) the government of the United States; (c) a department, division, agency or subdivision of the United States government; (d) the State of Texas; or (e) a political subdivision of the State of Texas other than the City, such as a state-licensed hospital, hospice, community care facility or nursing home. A convent, monastery, or other facility occupied exclusively by members of a religious order, on-campus fraternity or sorority houses, or on-campus housing accommodations owned, operated, or managed by an institution of higher education or secondary school for occupancy by its students. The term is not applicable to a residence occupied by a caregiver of the sick, elderly or infirmed. Although said entities listed under parts (a) through (e) of this definition are not subject to routine inspections and annual rental registration fees the entity may be subject to other enforcement provisions of this ordinance.

Rental Registration Certificate of Occupancy (RRCO). A valid registration document from the City for a landlord to own, operate, manage, and maintain a residential rental property or portion for a specific location or locations and authorizing occupancy.

Rubbish. Non-putrescible solid wastes consisting of both combustible and non-combustible wastes, such as paper, wrapping, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.

Sanitary. A condition of good order and cleanliness that precludes the probability of disease transmission.

Secure. To lock all exterior doors and windows within twenty-four (24) hours after such units become vacant and exercise reasonable care to maintain such locks as necessary to deter unauthorized entrance into any unoccupied dwelling.

Single-Family Dwelling. Means either a detached building having separate accommodations for, and occupied by not more than, two families, whereby each individual dwelling unit is located on a separate lot of record as a result of a property line being coincident with the common wall separating each dwelling unit, such that dwelling units may be individually owned; or a detached building having accommodations for, and occupied by not more than, one family, or by one family and not more than four boarders or lodgers; or a single-family attached dwelling located on a separately platted lot of record which is joined to another dwelling unit on one or both sides, and occupied by not more than one family, or by one family and not more than four boarders or lodgers. The term does not include Bed and Breakfast establishments with seven or fewer rooms for rent that serve breakfast to over-night guests and are not a retail food establishment.

Special Pickup. A special removal service performed by the Sanitation contractor, when more than three (4) cubic yards of garbage, rubbish, etc., are placed out for removal, subject to an additional charge as determined by the Sanitation Department. Special curbside refuse pickup may be scheduled to handle large, bulky items such as furniture and other assorted items. Appliances are included as part of a special pickup. Collections must be scheduled at least one business day in advance of the normal refuse collection day.

Structure. Including, but not limited to that which is built or constructed or a portion thereof, an edifice or building of any kind, or any piece of work artificially built up or composed of

parts joined in some definite manner.

Swimming Pool. Any structure, basin, chamber, or tank containing an artificial body of water for swimming, diving, physical fitness, or recreational bathing and having a depth of two (2) feet or more at any point. This phrase does not include lakes or creeks.

Telephone Answering Service. A service company, mechanical service, or any other service, that establishes contact with or gives instructions how to establish contact with an appropriate person when an occupant, official, or emergency response service needs prompt assistance.

Tenant. Any person who occupies a dwelling unit for living or dwelling purposes with the landlord's consent.

Uninhabitable. A condition or conditions that exist which could possibly threaten the life, health, safety, or general welfare of the tenant or occupant as determined by the Building Official.

Sec. 3.09.002 Building Official Power and Duties.

The Building Official or designee is hereby designated as the administrator of the provisions of this article. In addition to the powers and duties otherwise prescribed for the Building Official, as administrator of this article, the Building Official shall have the authority to:

1. Administer and enforce all provisions of this ordinance.
2. Keep records of all registrations issued in the program.
3. Adopt rules and regulations, not inconsistent with the provisions of this Article, with respect to the form and content of application for registration, the investigation of applicants, and other matters incidental or appropriate to his powers and duties as may be necessary for the proper administration and enforcement of the provisions of this Article.
4. Conduct periodic inspections of residential rental properties throughout the City to ensure compliance with this Article and all other City ordinances and State laws, and applicable adopted codes including but not limited to the International Residential Code, and the International Property Maintenance Code, related to the purpose and/or enforcement of this Article.

Sec. 3.09.003 Registration Required.

- A. Each owner of a residential rental unit within the City shall register each such rental unit with the City in accordance with procedures contained in this Article. A separate registration shall be required for each rental unit for each registration. Every owner of a residential rental unit as of the date of adoption of this Article shall complete an initial registration application and pay an initial registration fee on or before January 1, 2021 and annually thereafter.
- B. Unless otherwise provided in this Article, each owner of a residential rental unit within

the City shall make application for registration with the City and schedule an inspection of said rental unit with the Building Official within thirty (30) days after the date an owner of a dwelling unit converts the dwelling unit into a rental unit.

- C. Application for residential rental registration shall be made upon a form provided by the City for such purpose, and shall include, at a minimum, the following information:
1. Owner's name, address, work and home telephone number, driver's license number, or identification card number and state of issuance;
 2. If owner is a partnership, the names of all partners, the principal business address, and telephone number of each partner;
 3. If owner is a corporation, the Person registering must state whether the corporation is organized under the laws of this state or is a foreign corporation, and must show the mailing address, business location, telephone number, name of the main individual in charge of the local office of such corporation, if any, and the names of all officers and directors or trustees of such corporation, and, if a foreign corporation, the place of incorporation;
 4. Name, address and telephone number of the Property Manager or person having the authority to act on behalf of the owner;
 5. Name, address, telephone number of mortgagee (if there is a mortgage against the property);
 6. Street address of the rental unit;
 7. Number of persons that the unit is designed to occupy as determined by the International Residential Code and International Property Maintenance Code, as amended; and
 8. Signature of the owner or owner's agent.
- D. The City shall, within thirty (30) days after the receipt of the registration application, either issue an RRCO or notify the owner that the application does not comply with the requirements of this Article.
- E. Unless otherwise provided in this Article, a residential rental registration application shall be valid for each rental unit for one year, unless there is a change in ownership for that unit. A change in ownership shall be deemed to have occurred upon any of the following:
1. Any change in the individual ownership of the unit;
 2. Any change in the ownership of any entity(s) in whose name(s) the current registration for the unit is issued;
 3. Where the unit is managed by a Property Manager, upon any change in the individual Property Manager and/or the Property Manager's ownership; or

4. Upon the dissolution of any entity(s) having ownership over the unit or upon said entity: (i) petitioning for reorganization under the Bankruptcy Code, (ii) being adjudged bankrupt, or (iii) becoming insolvent or having a receiver appointed due to the insolvency.
- F. A nonrefundable annual registration fee shall be paid to the City by the owner at the same time as the registration application for each residential rental unit is submitted to the City.
 - G. A nonrefundable inspection fee shall be paid to the City by the owner for the inspection of each residential rental unit at the same time the annual registration fee is paid. A RRCO shall not be issued for a rental unit until the registration and inspection fees for the unit are paid in full to the City and the property passes inspection. In the event a re-inspection is required, the Property Owner is responsible for paying for the re-inspection.
 - H. No residential rental unit may be occupied by a tenant without first having a valid RRCO. It is an offense for an owner of a residential unit within the City of Forney to permit or allow a tenant to occupy any rental unit without first being issued a valid RRCO for the rental unit in accordance with this Article. If an owner is required to register more than one rental unit, the owner's failure to register any individual rental unit shall constitute a separate offense for each and every day that the owner continues to fail to register a residential rental unit within the City.
 - I. It shall be unlawful for any person to make and/or file false information on their residential rental registration application with the City.

Sec. 3.09.004 General Requirements.

- A. In addition to annual registration, it shall be unlawful for a person to own, operate, manage, or maintain a residential rental property or otherwise occupy or offer for occupancy thereof in the City without a current and valid RRCO having been issued for said property by the City, or to violate any other requirement of this Article. Any person owning, operating, managing or maintaining residential rental property shall obtain a RRCO for each separate location.
- B. A RRCO shall be required for each residential rental property offered under lease and/or occupancy upon the effective date of this Article and shall be in full compliance on or before January 1, 2021. For residential rental properties, offered lease or occupied rent after the effective date, a RRCO shall be obtained prior to occupancy.
 1. All RRCO's shall expire annually on January 1 of each year.
 2. An applicant for a RRCO shall file a written application with the City upon a form provided for that purpose. The application shall be signed by the owner or his agent and the property manager. Should an applicant own more than one residential rental property at more than one location, a separate application shall be filed for each rental property.
- C. No person shall make connections from a utility, source of energy, power or water to a rental unit regulated by this code and requiring a permit until they are in compliance with

this Article.

- D. A RRCO shall be issued for residential rental property that is subject to registration and this Article for which such property owner has made the application, paid the required fee, has been inspected, and is in compliance with the current adopted International Residential Code and the current adopted International Property Maintenance Code and any other applicable city ordinances and codes.
- E. Residential Rental Certificate of Occupancy Fees. The fee for a RRCO, reinstatement of a RRCO, or renewal and all other fees provided for in this Article shall be established by City Council.
 - 1. The fee for a RRCO shall be paid prior to issuance.
 - 2. Fees shall be assessed for the replacement of a lost, destroyed or mutilated RRCO.
- F. A replacement RRCO may be issued for one lost, destroyed or mutilated, upon application on a form provided by the City. A replacement RRCO shall have the word "Replacement" stamped across its face and shall bear the same number as the one it replaces.
 - 1. A residential rental property RRCO is not assignable or transferable.
 - 2. The form of the RRCO shall be prepared by the Building Official.
 - 3. The RRCO shall be held by the owner and a second copy kept on the premises and available for inspection upon request by the City.
 - 4. Standards of Maintenance. In addition to the requirements set forth in this Article, all exterior and interior residential rental properties shall be maintained in accordance with this Article.
- G. Responsibility
 - 1. The owner of any property in the City, whether vacant or occupied, shall be responsible for maintenance of all structures, equipment, appliances and accessories to the property in compliance with all applicable ordinances and permit requirements in force in the City.
 - 2. No owner shall permit the occupancy of property that is not in safe and sanitary condition, or that does not comply with all ordinances in force in the City.
 - 3. The owner shall be responsible for paying all abatement fees, taxes and liens assessed on the property. This shall include ultimate responsibility for satisfying all overdue or unpaid utility bills owed the City.
 - 4. Tenants of any property shall be responsible for keeping the interior and exterior of the property in clean, orderly and sanitary condition as provided in this Article.
 - 5. No tenant or owner shall willfully or by neglect or negligence damage, deface or destroy any part of the property or cause or allow to exist any condition detrimental

to safety or sanitation or in violation of any ordinance.

6. In the event of any dispute between owner and tenant, or when the tenant is absent or unwilling or unable to correct violations, the property owner shall be held responsible for compliance with all ordinances that affect the property.
7. All exterior property, and the interior of every structure, shall be free from any accumulation of rubbish, trash, debris, filth or garbage.

Sec. 3.09.005 Change of Ownership Registration.

- A. An RRCO issued under Sec. 3.09.004 shall remain in effect until such time as a change in ownership occurs in the manner defined in this Article.
- B. Upon a change in ownership, the new owner of each residential unit shall complete a new residential rental property registration application for each unit in the manner provided by this Article and deliver the same together with all applicable registration and inspection fees to the Community Development office within thirty (30) days of the change in ownership. A new residential rental property registration application submitted after thirty (30) days following the change of ownership shall be considered a late registration and the owner shall pay to the City a nonrefundable late registration fee.
- C. The Building Official shall not be required to send notice to an owner for a change of ownership registration required under Sec. 3.09.004.

Sec. 3.09.006 Inspections.

- A. The Building Official, in addition to any other applicable requirement of this Article, shall inspect the interior and exterior of a rental unit to determine compliance with applicable state and local laws including, but not limited to, the current adopted International Residential Code and the current adopted International Property Maintenance Code. The Building Official or designee shall provide notice of the date and time that the exterior inspection will be conducted. Upon request and/or consent of the owner if the rental unit is vacant, or tenant(s) if the rental unit is occupied, the Building Official may conduct an inspection of the interior of a rental unit.
- B. If the owner or tenant does not allow for reasonable accommodations for a scheduled inspection of the interior and exterior of the rental property, the Building Official or designee may conduct the inspection from the public right-of-way. If the owner or tenant does not provide consent for the inspection and the Building Official to enter onto the property to conduct the inspection, the Building Official shall be required to obtain a warrant prior to entry on the property.
- C. The Building Official or designee shall enforce the provisions of this Article upon presentation of proper identification to the owner or tenant in charge of any residential rental unit and, with the owner or tenant's permission, may inspect the rental unit in accordance with this Section between the hours of 8:00 a.m. and 5:00 p.m. The Building Official's authority to conduct both exterior and interior inspections is subject to all limitations provided in state and federal law. If entry is refused by the owner or any occupant, or if consent to enter the rental unit could not be obtained, the Building Official is authorized to seek a warrant permitting the Building Official's entry pursuant.

D. Inspections of a Rental Dwelling Unit shall be performed annually, on a complaint-driven basis, on a change of tenant and at intervals deemed necessary for the enforcement of this Ordinance. Except in the case of a life safety violation or a critical violation as set forth below, the Building Official shall provide a three (3) day notice prior to the inspection date. Notice shall include an inspection checklist, outlining the minimum requirements to maintain a Rental Dwelling Unit in compliance with this ordinance. All Rental Dwelling Units may be inspected initially, or more-frequently if the Building Official determines the property poses a risk of health and safety to its tenants or occupants based on the following factors:

1. Life safety violation: A violation of the Nuisance Code, Health Code, Fire Code, Property Maintenance Code or Building Code that represents an imminent threat of death or injury to persons on the premises of a Rental Dwelling Unit. The absence of an essential utility for forty-eight (48) hours or more.
2. Critical violation: A minimum housing standard violation or a health code violation that can cause or contribute to injury or illness of occupants.
3. Noncritical violation: A minimum housing standard or minor health code violation that: represents a defect (s), damage, or deterioration in or on a structure; or creates a decrease in general sanitation or hygiene.
4. Inspection based on complaint: In addition to any other authority granted by this ordinance, the Building Official shall have the authority to inspect based on complaints, observations or other credible information indicating the possibility of a violation of this Ordinance.
5. Inspection areas: Inspections shall be performed in areas such as all building exteriors, all exterior and interior common areas, vacant dwelling units and a comparative samples of occupied dwelling units upon receipt of consent by at least one occupant or tenant of legal age with authority to provide consent or other recourse as provided by law.
6. Inspection sampling: Inspection of a multi-unit building should include all common areas and a random sampling of no less than five (5) percent of the Rental Dwelling Units. If the Building Official determines as a result of the inspection that a property poses a threat to public health and safety of any tenants/occupants. The Building Official is authorized to inspect-additional, or all, Rental Dwelling Units of that property provided proper notification is provided to the owner, occupants or tenants. It is the responsibility of the owner, landlord or property manager to notify residents and to secure the residential unit in preparation for inspection.
7. Inspection and re-inspection: Any unoccupied Rental Dwelling Unit that has a Life-Safety Violation or Critical Violation at the time of the initial inspection must be re-inspected within fifteen (15) days or at another reasonable time as described by the Building Official not to exceed forty-five (45) days. Any Life-Safety Violations or Critical Violations of occupied units that would cause a Rental Dwelling Unit to become uninhabitable as determined by the Building Official shall be vacated and corrected by the owner within twenty-four (24) hours and shall not be occupied until all violations have been corrected.

Exception to annual inspection: In circumstances of extended lease terms that exceed one year with the same tenant, the inspection frequency may be extended to a two-year period provided the initial inspection resulted in no violations existing and the condition of the property shows no visible violations.

Sec. 3.09.007 Notice of Violation.

- A. A notice of violation shall be in accordance with the following:
1. Be in writing or marked on an inspection report form or notice;
 2. Include a legal description or address of the property/premises;
 3. Include a statement of the violation(s); and
 4. Include a correction order allowing a reasonable amount of time as determined by the Building Official to make any necessary repairs or corrections required to bring the Rental Dwelling Unit, structure, and/or premises into compliance with the provisions of this chapter.
- B. A notice of violation shall be considered delivered when:
1. Delivered in-person or upon receipt of a signature from a direct-delivery service or overnight delivery; or
 2. Three (3) days after the notice is deposited at the United States Postal Service; or
 3. The United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered; or
 4. If neither method of service effects notice delivery, by posting at or on a conspicuous place on the rental dwelling unit structure, and/or premises.

Sec. 3.09.008 Minimum Inspection Standards.

All Rental Dwelling Units inspected under the authority of this Ordinance must, at a minimum, comply with the standards set forth in this section in order to pass inspection.

- A. All structures in a Rental Dwelling Unit must be structurally sound and comply with all applicable construction codes as required by law. All permits required for any replacements or new installations must be obtained.
- B. All Rental Dwelling Units shall be provided a safe and unobstructed means of egress leading to safe and open space at ground level. All windows must meet the applicable requirements of the construction codes. When an unsafe condition exists through lack of, or improper location of exits, the Building Official may require the installation of additional exits.
- C. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

- D. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

- E. All exterior surfaces must be painted, waterproofed, and/or maintained in good repair as necessary in order to prevent deterioration including, but not limited to the following items: loose siding with holes or excessive cracks, rotted boards which allows air or water to penetrate rooms, loose roof covering, holes or leaks in roof, rotting, sagging, or deteriorating supports for steps, stairs, and porches, balconies, or other similar structures.
- F. All railings, stairs, steps, balconies, porches, or landings must be designed and maintained as specified in the applicable construction codes. Any holes, cracks and other defects in stairs, porches, steps and balconies must be repaired.
- G. All floors, walls, ceilings, and supporting structural members must be maintained in a sound condition, free of holes, breaks, or loose surface materials, and capable of bearing imposed loads safely.
- H. Any systems being repaired or replaced in a Rental Dwelling Unit including plumbing, electrical, heating, and air conditioning systems shall be maintained in compliance with the applicable construction codes and all necessary permits obtained. All such systems must meet the following requirements:
1. Sink, lavatory required. All kitchen sinks and lavatory basins must be connected to the municipal water supply and approved sanitary sewer systems. Such sink and lavatory basin shall be installed so as not to be a health or sanitation hazard.
 2. Bathroom fixtures. All units must be provided with a flush water toilet and a bathtub or shower connected to the municipal water supply and approved sanitary sewer systems. Such flush water toilet and bathtub or shower shall be installed so as not to be a health and sanitation hazard.
 3. Natural gas service liners. All natural gas service lines to each dwelling unit must be maintained in compliance with the applicable construction codes.
 4. Fixtures connected to hot, cold water. Every kitchen sink, lavatory basin and bathtub or shower required by the provisions of this Ordinance shall be connected to both operable hot and cold-water lines.
 5. Water-heating equipment. Water-heating equipment shall be provided and maintained in operating condition and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than one-hundred ten (110) degrees Fahrenheit.

6. Boilers. All boilers must meet all State law requirements and have the inspection certification posted in accordance with Texas Department of Licensing and Regulation Boiler Division laws and regulations.
7. Ventilation, flues and vent attachments. All ventilation, flues and vent attachments must function properly.
8. Connections. All connections of plumbing fixtures and heating equipment must be in accordance with the applicable construction codes as required by law.
9. Sewage and wastewater disposal. Wastewater disposal systems must be properly installed and maintained. Sewage must not be allowed to back up into the building or accumulate on the property. All sewage pipes and connections must be free of leaks. All wastewater lines must be properly capped.
10. Electrical service supply lines. Each dwelling unit must be connected to supply lines for electrical service and said lines must be maintained in operating condition. Each electrical meter must be permanently marked to designate the unit and/or building it is servicing. Markings must be durable, easily readable, in contrasting colors, and remain visible at all times.
11. Electrical circuits and outlets. All electrical circuits and outlets must be maintained in compliance with the applicable construction codes as required by law. Ground fault interrupters must be properly installed where required.
12. Heating and cooking equipment. All heating and cooking equipment must be maintained in safe operating condition. All Rental Dwelling Units shall be provided with heating facilities capable of maintaining a room temperature of sixty-eight (68) degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms at any point measured at a distance of not more than three (3) feet above floor level, and not more than two (2) feet from an exterior wall; Such facilities shall be installed and maintained in a safe condition and in accordance with the building code, the mechanical code and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type. Cooking appliances and/or Portable electrical heating units shall not be used to provide space heating to meet the requirements of this section;
 - a. It is a defense to prosecution under this section that at least one habitable room is sixty-eight (68) degrees Fahrenheit at a point three feet above the floor and two feet from exterior walls if the outside temperature is under forty (40) degrees Fahrenheit.
 - b. If appliances are provided in a rental dwelling unit, the owner shall maintain those appliances, including portable heating units, portable air conditioning units, cook stoves, refrigerators, dishwashers, garbage disposals, ventilation hoods, washing machines, and clothes dryers, and appliance connection, in operating condition.
13. Security devices. Security devices must be installed and maintained in accordance with Subchapter D of Chapter 92 of the Texas Property Code,

including keyless deadbolt locks, door viewers, window and door locks, and sliding glass door security.

14. Lighting. Exterior illumination shall be provided at appropriate points adjacent to all building entrances, including individual dwelling units, stairwells, and hallways. Lighting shall be sufficient to illuminate area where hazards may reasonably exist and shall be operable between a half hour after sunset and a half hour before sunrise. A Landlord shall repair all inoperable exterior lighting fixtures within a reasonable period of time after being notified that the fixture is not working, in no instance shall a reasonable period of time be deemed to mean more than seven days.
15. General maintenance; grounds and premises. The exterior premises of any Rental Dwelling Unit must be maintained in compliance with all applicable City codes and State laws, as it currently exists or may be amended.
16. Graffiti. All buildings, structures, and grounds must be maintained free of graffiti.
17. Extermination of insects, rodents, or other pests. Every Rental Dwelling Unit shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation.
18. Owner. The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.
19. Single Occupant. The occupant of a single-family dwelling shall be responsible for extermination on the premises.
20. Multiple Occupancy. The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and owner shall be responsible for extermination.
21. Occupant. The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure. The occupant or tenant of a rental dwelling unit are responsible for keeping in a clean, sanitary and safe condition that part of the rental dwelling unit or premises which they occupy and control. The occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his/her dwelling unit is the only one infested.
22. Garbage and refuse collection. Except when placed curbside for collection in accordance with all applicable requirements of the City, any outside storage of garbage must be in a container or bag that is constructed of durable, rodent-proof material. When placed outside for the purposes of curbside collection, all garbage and refuse must meet all applicable requirements of the City.

23. Elimination of hazards. At no time shall there be any hole, excavation, sharp protrusion, or other object or condition that exists on the premises that is a health or safety hazard.
24. Stagnant Water. Each Rental Dwelling Unit must provide drainage on the premises sufficient to prevent standing water on the premises.
25. Dead trees and tree limbs. Any dead trees, tree limbs, and/or brush shall be removed from the premises.
26. Vacant interior structures. The interior of a vacant structure or vacant portion of a structure must be maintained free from any unsanitary condition(s). All vacant or unoccupied Rental Dwelling Units must be secured from unauthorized entry by the installation and maintenance of appropriate locking devices and intact doors and windows which are proportioned to securely and completely fit the openings.
27. Nuisance violations. Each premises must be maintained to the street free of high grass, weeds and uncultivated vegetation exceeding 12 inches in height, junk, trash and litter, and junked motor vehicles in accordance with all applicable City codes and State laws.
28. Fences and retaining walls. All fences, gates and retaining walls must be maintained in good repair.
29. Fire safety. All Rental Dwelling Units shall meet the following minimum requirements with regard to fire safety:
 - a. Parking lot and fire lane markings. Parking lots, fire lanes and required paved areas must have legible parking stripes and must be maintained in accordance with the Fire Code. Except for single-family dwellings.
 - b. Posting of addresses. Approved numbers and/or addresses shall be displayed for all new and existing buildings so that the number and/or address is legible, in contrasting colors, and clearly visible from a public street, alley or roadway.
 - c. Smoke and fire detection systems; alarm systems. All fire and smoke detection systems and fire alarm systems required by the Fire Code must be installed in accordance with the Fire Code. At a minimum, such systems must be maintained in operating condition and in accordance with any applicable fire code requirements. Battery-powered smoke detectors must be maintained in operating condition with adequately charged batteries properly installed. Carbon monoxide detectors shall be installed and maintained where required.
 - d. Extinguishers. All fire extinguishers and fire protection equipment must be installed and maintained in compliance with the Fire Code. Automatic fire suppression systems shall be inspected annually when present.
 - e. Storage of combustible, flammable materials. Combustible and flammable materials and all equipment or appliances containing

flammable material must be properly stored in accordance with the Fire Code.

30. Safety and Security. To ensure the safety of all residents of rental properties, every owner shall cooperate with the City and its Police and Fire Departments to continually address public safety issues and crime problems at any rental property. This cooperation shall take the form of meeting with City officials, if necessary, an inspection of the property to review security and crime issues for formulation of remedies as may be identified. The resulting security plan may include, but is not limited to, a review of access and security issues, lighting, fire safety measures and prevention, access to common areas, crime prevention, neighborhood watch programs, graffiti removal, No Trespass Notices, lease clauses, and such other measures which are appropriate to the individual property and the type of problems at issue.
31. Swimming pools. All swimming pools of any type, spas, and hot tubs must be maintained in compliance with all applicable City Ordinances, International Codes and State Statutes.

Sec. 3.09.009 Minimum Responsibilities of Tenants or Occupants.

A. At a minimum, an occupant shall comply with all of the following:

1. Not deliberately or recklessly destroy, deface, damage or remove a part of the premises or knowingly permit any other person to do so, or to remove, without permission of the landlord, any furniture or other items of personal property belonging to the landlord, or to cause other damages resulting in noncompliance with the Ordinances as adopted by the City.
2. Within a reasonable timeframe (determined by the Building Official), repair or pay for the cost of repair of any damage to the building or premises caused by negligence or an intentional act by the occupant or the invited guest of the occupant.
3. Notify the landlord in writing of any facility concerns allowing at least 5-days for the landlord to respond to a written complaint regarding non-essential utilities and not more than 24 hours to respond to a written complaint regarding uninhabitable conditions relating to essential utilities.
4. Maintain those portions of the interior of a Rental Dwelling Unit and premises under the occupant's control free from litter, rubbish, garbage, and all other nuisance-related violations that would encourage the infestation of insects, rodents or vermin and other unsanitary conditions.
5. Maintain the Rental Dwelling Unit and all plumbing equipment and facilities provided in a clean, sanitary condition at all times. At no time shall an occupant fail or refuse to connect to a potable water source.
6. Not occupy a premises or structure unintended for occupancy.
7. Prohibit the premises from being utilized in any manner that would otherwise

violate any portion of the City's Unified Development Ordinance, subject to penalties thereof.

8. Prohibit any portion of the premises from being utilized as a campground, to include the use of a tent or other means as determined by the Building Official.
 9. Eliminate and/or correct any fire hazard as determined by the Fire Marshal or Building Official.
 10. Not alter a dwelling unit or its facilities so as to create a non-conformity with this or any other ordinance or code of the City.
- B. An owner, landlord or property manager may file, with the Building Official, a signed notarized affidavit of personal knowledge of an occupant or tenant's failure to comply with the requirements of this Section. Upon receipt of such signed notarized affidavit by the owner, landlord or property manager, the Building Official may begin enforcement of the provisions of this Section, including the issuance of a citation to the occupant or tenant for violating the requirements of this ordinance.

Sec. 3.09.010 Rental Dwelling Unit Fee.

- A. Every owner or operator of a Rental Dwelling Unit shall pay registration and inspection fees as set forth in this ordinance.
- B. Any and all fees imposed in conjunction with this Ordinance are nonrefundable.

Sec. 3.09.011 Compliance with Applicable State Statutes and Codes.

All Rental Dwelling Units shall comply with all applicable City codes, including all current codes related to fire, health, safety and all other State statutes.

Sec. 3.09.012 Failure to Comply/Violation.

- A. Failure to comply with any provision of this Ordinance shall be a violation and may result in the abatement of any public nuisance as allowed by law and/or the issuance of municipal court citations and/or the probation, denial, suspension, or revocation of a RRCO.
- B. It shall be a violation of this Ordinance for an Owner to allow occupancy of a Rental Dwelling Unit if the owner has not applied for a RRCO for said unit with the Building Official.
- C. It shall be a violation of this Ordinance for an Owner to allow occupancy of a Rental Dwelling Unit with a life safety or critical violation.
- D. Upon a determination that a Rental Dwelling Unit does not comply with the provisions of this Ordinance, the Building Official shall issue a Notice of Violation.
- E. The Building Official shall suspend or deny a Rental Dwelling Unit registration for failure to pay any fee required by the provisions of this Ordinance until such time as the appropriate fee has been paid.

- F. The Building Official may, without warning, advance notice or hearing, suspend any permit to operate a Rental Dwelling Unit if the operation of the Rental Dwelling Unit constitutes an imminent hazard to public health or life-safety. Upon suspension of a permit, the owner may not continue to allow new tenants or persons to occupy said unit(s) until the permit has been reinstated. Whenever a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing with the Building Official within twenty (20) days of receipt of a request for a hearing. If the Building Official affirms the suspension, the decision may be appealed to the Building Standards Commission in accordance with the provisions of this Ordinance.
- G. The City may initiate termination of utility services or place a hold on reconnecting or reinstating utility services that have been terminated, as the case may be, to or for a rental dwelling unit that is substandard, or unfit for human habitation by certifying, in writing, that the dwelling unit or property is substandard or unfit for human habitation. Upon initiating a utility termination or hold, the city shall promptly notify the owner by written notice. The owner may appeal the request in accordance with the provisions of this Ordinance.
- H. The Building Official, after providing opportunity for a hearing, may revoke a permit for repeated or serious violations of any of the requirements of this Ordinance or for interference with the Building Official in the performance of the Building Official's duties.
- I. Whenever the Building Official has condemned a structure under the provisions of this code a notice to vacate shall be posted in a conspicuous place in or about the structure or premises affected by the notice and served to the owner or the person(s) responsible for the structure.
- J. The notice to vacate shall be removed by the Fire Marshall or the Building Official when the defect or defects, upon which the vacation and notice were based, have been eliminated. Removal of a notice to vacate placard without the approval of the Fire Marshall or the Building Official shall be considered a violation of this Ordinance.
- K. Disposition of dangerous and substandard structures shall be performed in accordance with all local municipal and State requirements.
- L. In addition to other authority granted by any section of this code, the City Manager or Building Official has all rights and authority granted by Article 18.05 of the Texas Code of Criminal Procedure to obtain a valid administrative search warrant issued by a court of competent jurisdiction to allow the Building Official to perform the inspection. The time period for inspection completion shall toll during any days where a warrant is being sought to allow entry and shall not be held against the Owner/Landlord. Any inspections shall comply with all Federal, State and local laws, regulations, and ordinances.
- M. The Building Official shall also have the power to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violations, or to require the removal or termination of any unlawful occupancy of the structure in violation of the provisions of this chapter or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises is chargeable against the real estate upon which the structure is located, and such charges shall constitute a privileged lien upon such premises.

Sec. 3.09.013 Appeals.

Any person directly affected by a decision of the Building Official or a notice or order issued under this code shall have the right to appeal to the Building Standards Commission provided that a written application for an appeal is filed within ten (10) days after the date the decision, notice or order has been served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

- A. Appeals shall be heard by the Building Standards Commission.
- B. The Building Standards Commission shall consider the appeal as soon as reasonably practical from the date of the appeal.
- C. The Building Standards Commission may adopt, modify or reverse the decision of the Building Official by a concurring vote, provided a quorum exists, of the majority of the board members.
- D. Any party may appeal the Commission's decision by filing a petition for a writ of certiorari with district court not later than 30 calendar days after the date a copy of the final decision of the Commission is personally delivered to them, mailed to them by first class mail with certified return receipt requested, or delivered to them by the United States Postal Service using signature confirmation service, or the Commission's decision shall become final as to each of them upon the expiration of each such 30 calendar day period.
- E. Except for vacation orders made pursuant to this code, enforcement of any notice and orders of the Building Official issued under this Article shall be stayed until the appeal is heard by the Building and Standards Commission.

Sec. 3.09.014 Penalty Clause.

Any person, firm, corporation or business entity violating this Ordinance or portion thereof shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not exceeding Two Thousand (\$2,000) Dollars. Each continuing day of violation under this Ordinance shall constitute a separate offense. The penalty provisions imposed under this Ordinance shall not preclude The City of Ennis from filing suit to enjoin the violation. The City of Ennis retains all legal rights and remedies to it pursuant to local, State, and Federal law.

Sec. 3.09.015 Interference with Building Official.

It shall be a violation of this Ordinance for any person to interfere with the Building Official, Code Officer, or Building Inspector in the performance of his duties under this Ordinance and their enforcement of the Ordinances of the City of Forney, Texas.

Section 3. FEES

The Master Fee Schedule, adopted and codified in the City of Forney Code of Ordinances Appendix A, Master Fee Schedule, shall be amended to add the following fees:

Rental Registration and Inspection Fees	Fee
Single-Family Dwelling Unit	\$50.00 per unit annually
Multi-Family Dwelling Unit	\$15.00 per unit annually
Initial Late Registration	\$150.00
Re-inspection	\$75.00

Section 4. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the words, phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any word, phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs and sections of the Ordinance, since the same would have been enacted by the City Council without the incorporation of any such unconstitutional word, phrase, clause, sentence, paragraph or section.

Section 5. SAVINGS CLAUSE

The Code of Ordinances shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 6. REPEALER CLAUSE

Any provision of any prior ordinance of the City, whether codified or uncodified, which is in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City, whether codified or uncodified, which are not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 7. PENALTY CLAUSE

Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$2,000.00 for each offense, and each and every violation or day such violation shall continue or exist, shall be deemed a separate offense.

Section 8. EFFECTIVE DATE

This Ordinance shall take effect with initial registration due January 1, 2021 following the Ordinance passage and the publication of the caption, as the law and Charter in such cases provide.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Forney, Texas,
on this the _____ day of _____, 2020.

Mary Penn, Mayor

ATTEST:

Dorothy Brooks, TRMC, CMC, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Jon Thatcher, City Attorney