Passed 9-0

Ordinance 12-27

TO AMEND TITLE 16 OF THE BLOOMINGTON MUNICIPAL CODE ENTITLED "HOUSING INSPECTION"
(Repealing and Reenacting Title 16 with the New Title Name of "Residential Rental Unit and Lodging Establishment Inspection Program" and a Total of Ten Chapters)

WHEREAS, in 2011 there were 21,612 registered residential rental units within the City of Bloomington; and

WHEREAS, the 21,612 registered rental units within the City of Bloomington compromises approximately sixty percent (60%) of the City's overall housing stock; and

WHEREAS, in 2011 HAND staff inspected approximately 6,575 residential rental units; and

WHEREAS, Title 16 of the BMC is currently entitled "Housing Inspection" and contains only two Chapters, both of which regulate the aforementioned registered residential rental units within the City:

16.04, Property Maintenance Code; and
16.12, Housing Quality; and

WHEREAS, since the last repeal and replacement of Title 16 (2004) the City has determined that significant changes to Title 16 are needed; and

WHEREAS, in the last few years the City has been advised by the Indiana Fire Prevention and Building Safety Commission that while said Commission (on April 7, 1993) once considered Title 16 to be exempt from the Commission's review and approval, the Commission now opines that certain sections of Title 16 *may* require Commission review and approval; and

WHEREAS, the City, pursuant to Ind. Code Section 36-7-9-2, is required to ensure that buildings within its corporate boundaries are in compliance with all State fire laws and building laws in effect at the time of the buildings construction or alteration, and thus Title 16 should incorporate said laws; and

WHEREAS, the costs of implementing Title 16 have significantly increased over the last several years, to such a point that the money generated in the fees required by Title 16 substantially fails to cover the actual cost of the program, that the City believes it is appropriate for the fees to be increased, in stages, and that in the future, reasonable increases or decreases in the fees be determined by the Board of Public Works; and

WHEREAS, the City recognizes the importance of affordable housing, the City proposes that fee discounts be given to certain affordable housing units; and

WHEREAS, the City wishes to promote fully-compliant residential rental units and reward those owners who maintain their units in complete compliance with the Title, the City proposes that a 25% fee reduction be given to any owner whose unit has no violations of this Title during a cycle inspection; and

WHEREAS, the City has, over the last several years, received a significant number of complaints regarding the habitability and safety of lodging establishments within its corporate boundaries, the City believes it is in the best interests of those who occupy said establishments have the right to seek an inspection of said establishment to ensure compliance with this Title and the laws of the State of Indiana; and

WHEREAS, the State of Indiana allows local units of government to regulate the installation of smoke detectors in residential rental units, and whereas the City has determined through extensive research that hardwired interconnected smoke detectors are more reliable and provide a better form of protection against the dangers of fire and smoke, and in light of the experiences of the Bloomington community over the past several years, the City proposes that all residential rental units be required to install hard-wired interconnected smoke detectors; and

WHEREAS, the City has determined through extensive research that carbon monoxide detectors are inherently beneficial in protecting individuals from the harmful effects of carbon monoxide, including death, and now proposes that all residential rental units which include a fuel-fired appliance, a fireplace or an attached garage, be required to install carbon monoxide detectors; and

WHEREAS, the current format of Title 16 is not conducive to an orderly and systematic guidepost of all of the different facets of the Title and, therefore, the City proposes that ten new Chapters be created, to wit: (1) Ordinance Foundation; (2) Definitions; (3) Administration of Residential Rental Units; (4) Property Maintenance; (5) Administration of Lodging Establishments; (6) Public Health & Safety; (7) Smoke Detectors for Residential Rental Units; (8) Carbon Monoxide Detectors for Residential Rental Units; (9) Fire Extinguishers; and (10) Enforcement, Penalties, Appeals and Variances; and

WHEREAS, the proposed Chapter 16.06 (Public Health & Safety), Chapter 16.08 (Carbon Monoxide Detectors for Residential Rental Units), and Chapter 16.09 (Fire Extinguishers) cannot go into effect until such time as they have been reviewed and approved by the Indiana Fire Prevention and Building Safety Commission;

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

SECTION 1 Title 16 of the Bloomington Municipal Code entitled "Housing Inspection" shall be repealed in its entirety and re-enacted to read as follows:

Title 16

RESIDENTIAL RENTAL UNIT AND LODGING ESTABLISHMENT INSPECTION PROGRAM

Chapters:

16.01 Ordinance Foundation
16.02 Definitions
16.03 Administration of Residential Rental Units
16.04 Property Maintenance
16.05 Administration of Lodging Establishments
16.06 Public Health & Safety
16.07 Smoke Detectors for Residential Rental Units
16.08 Carbon Monoxide Detectors for Residential Rental Units
16.09 Fire Extinguishers
16.10 Enforcement, Penalties, Appeals and Variances

http://www.bloomington.in.gov/hand

Chapter 16.01

ORDINANCE FOUNDATION

16.01.010 Title.

The ordinance codified in this Title shall be known, cited and referenced to as the "Residential Rental Unit & Lodging Establishment Inspection Program" Title.

16.01.020 Authority.

This Title is adopted by the City pursuant to its authority under the laws of the State of Indiana, the Bloomington Municipal Code (BMC), and all other applicable authorities and provisions of Indiana statutory and common law.

16.01.030 Purpose.

This Title is adopted for the following purposes:

(a) To ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises used as a residential rental unit.

(b) To protect the character and stability of the City of Bloomington, particularly its residential neighborhoods and its downtown.

(c) To assist in the elimination of blight, to promote maintenance of property, and to thereby ensure public health, safety and welfare.

(d) To regulate and license the commercial business of letting rental properties to ensure the stability of approximately sixty percent of the City's housing stock.

16.01.040. Jurisdiction.

This Residential Rental Unit and Lodging Establishment Inspection Program Title shall apply to all residential rental units and lodging establishments located within the corporate boundaries of the City of Bloomington.

16.01.050 Severability.

If a section, subsection, sentence, clause or phrase of this Title is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Title.

16.01.060 Applicability.

(a) The owner shall be responsible for compliance with this Title.

(b) If any provisions in this Title can be construed to be in conflict with provisions of the City of Bloomington Unified Development Ordinance, the more restrictive provision shall apply.

(c) Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this Title shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's installation instructions and all State codes.

(d) The provisions of this Title which apply to the exterior portions of residential rental units may not be mandatory for existing buildings or structures designated by the State or local jurisdiction as historic buildings when the following has occurred:

(1) The City of Bloomington Historic Preservation Commission fails to issue the building or structure a Certificate of Appropriateness;

(2) The Director judges the building or structure to be safe; and

(3) The Director judges noncompliance with this Title to be in the public's interest of health, safety and welfare.

(e) Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, within a residential rental unit or lodging establishment or for the public safety, health and general welfare, not specifically covered by this Title, shall be determined by the Director.

(f) On reasonable belief that a component or feature of a residential rental unit or lodging establishment may present a danger to the health, safety or welfare of the occupant the Director may require documentation from a licensed person or firm, or a person with particular knowledge or skills, to render a determination on strength, stability or proper operation within a residential rental unit or lodging establishment.

16.01.070 Housing and Neighborhood Development Department (HAND).

(a) The HAND Department shall be responsible for the enforcement of this Title.

(b) An official or employee connected with the enforcement of this Title, except one whose only connection is that of a member of the Board of Housing Quality Appeals as established in Title 2, shall not be engaged in, or directly or indirectly connected with, the furnishing of labor, materials or appliances for the maintenance of a residential rental unit or a lodging establishment unless that person is the owner of the residential rental unit or a lodging establishment or has filed a Uniform Conflict of Interest Statement pursuant to Ind. Code Section 35-44-1-3; nor shall such officer or employee engage in any work that conflicts with official duties or with the interests of the City.

16.01.080 Director.

(a) The Director shall enforce the provisions of this Title.

(b) The Director shall have authority as necessary in the interest of public health, safety and general welfare, to adopt and promulgate rules and procedures; to interpret and implement the provisions of this Title; and, to secure the intent thereof. Such rules shall not have the effect of waiving requirements specifically provided for in this Title or the Indiana Code, or of violating accepted engineering methods involving public safety.

Chapter 16.02

DEFINITIONS

16.02.010 General.

The definitions contained in this Chapter shall be observed and applied in the interpretation of all chapters in this Title, except where the context clearly indicates otherwise. Words used in the present tense shall include the future; words used in the singular number shall include the plural the plural the singular; and words used in the masculine gender shall include the feminine.

16.02.020 Defined words.

All terms contained within this Title shall have the meanings set forth in the Indiana Building Code, unless specifically defined herein below. Where terms are not defined in the Indiana Building Code or below, but are defined in any of the codes noted in Section 16.04.020(a) of this Title, such terms shall have the meanings ascribed to them as in those other codes. Where terms are not defined through the methods authorized by this Section, such terms shall have ordinarily accepted meanings such as the context implies.

"Accessory Structure" means a subsidiary or auxiliary building or structure located on the same zoning lot with the primary building or structure and which is customarily incidental to the primary building or structure or the primary use of the land.

"Carbon Monoxide Detector" means a device that detects carbon monoxide and that produces a distinct, audible alarm and is listed by a nationally recognized, independent product-safety testing and certification laboratory to conform to the standards for carbon monoxide alarms issued by such laboratory or any successor standards.

"Complaint Inspection" means an inspection of a residential rental unit prior to the expiration of an occupancy permit and as the result of the HAND Department receiving a written request that indicates there is a violation of Title 16 at the stated residential rental unit submitted by any resident of the City, any governmental agency or employee, or the residential rental unit's tenant, the tenant's legal representative, or the owner or the owner's agent.

"Condominium" means a single real-estate unit, located in or attached to other real-estate units, which is individually owned and deeded.

"Cycle Inspection" means an inspection of a residential rental unit that occurs prior to the issuance of either the first occupancy permit granted for said unit or an inspection of a residential rental unit that occurs prior to the expiration of an already granted occupancy permit.

"Director" means the Director of the Housing and Neighborhood Development Department or his/her designee(s).

"Dwelling unit" means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

"Equipment" means a moveable or fixed unit of furnishings, instruments, machine or apparatus or set of articles which generally meets all of the following requirements:

(1) It retains its original shape and appearance with use;
(2) It is nonexpendable; that is if the article is damaged or some of its parts are lost or worn out, it is usually more feasible to repair it than to replace it within an entirely new unit;
(3) It represents a substantial investment of money ($250.00 or more for budget purposes); and
(4) It does not lose its identity through incorporation into a different or more complex unit or substance.

"Exterior Property" means the open space on the premises and on adjoining property under the control of the owners or operators of such premises, provided said open space is made available to the occupants of the residential rental unit or lodging establishment.

"Family" has the same definition as found in Bloomington Municipal Code Section 20.11.020.

"Fuel" means coal, kerosene, oil, fuel gases, or other petroleum products or hydrocarbon products such as wood that emit carbon monoxide as a by-product of combustion."

"Garbage" has the same definition as found in Bloomington Municipal Code Section 6.04.010.

"HAND Department" means the Housing and Neighborhood Development Department.

"Infestation" means the presence, within or contiguous to, a structure or premises of pests.

"Inoperable vehicle" means a vehicle which cannot be driven upon the public streets for reasons including but not limited to being unlicensed, abandoned, in a state of disrepair, or incapable of being moved under its own power.

"Let for occupancy or Let" means to permit, provide or offer possession or occupancy of a dwelling unit, building, premise or structure by a person who is not the legal owner of record thereof, not a legal dependent of the legal owner of record, or not a beneficiary of a trust if the legal owner of record is a trust, pursuant to a written or unwritten lease, agreement or license, or pursuant to an unrecorded agreement of contract for the sale of land.

"Lodging Establishment" means any hotel, motel, resort, vacation cabin rental, camping cabin or bed and breakfast.

"Multi-Family Dwelling" means any building, or group of buildings, or portion thereof containing two or more individual dwelling units where each unit is provided with an individual entrance to the outdoors or to a common hallway and in which the number of families in residence does not exceed the number of dwelling units provided. Multi-Family Dwelling shall not include condominiums.

"Occupant" means any person entitled to occupy a lodging establishment to the exclusion of others.

"Off-Cycle Inspection" means an inspection of a residential rental unit prior to the expiration of an occupancy permit that is initiated because the Director believes he/she has probable cause to believe the condition of the residential rental unit or premises is in such a state of deterioration or is in violation of this Title.

"Organization" means a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity.

"Owner" means any person, agent, or organization having a legal interest in a residential rental unit or lodging establishment; or recorded in the official records of the State, county or municipality as holding title to the residential rental unit or a lodging establishment; or otherwise having control of the residential rental unit or lodging establishment, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of the residential rental unit or lodging establishment by a court. For the purposes of this Title a person with a lease hold interest or an unrecorded contract for sale shall not be considered an owner.

"Pest" means insects, rats, bed bugs, snakes, raccoons, squirrels, vermin or other similarly situated insects, reptiles or animals.

"Premises" means a lot, plot or parcel of land including the buildings or structures thereon.

"Residential rental unit" means any dwelling unit, rooming house, or rooming unit occupied by a person(s) other than the owner and/or their legal dependent, but it does not include the following arrangements unless the arrangements are created to avoid application of this Title:

(1) Occupancy in a residential rental unit owned by Indiana University;

(2) Occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of said organization, provided the structure itself is owned by a nonprofit organization generally associated with the fraternal or social organization;

(3) Occupancy by the purchaser of a dwelling unit under a contract of sale, provided the contract for sale is properly recorded with Monroe County;
(4) Occupancy in a lodging establishment;
(5) Occupancy in a rectory or parsonage by a person(s) generally assumed to occupy such a dwelling;
(6) Occupancy in a residential care facility or group home, provided said facility or home is licensed and inspected by the State of Indiana;
(7) Owners who reside in a dwelling unit but who wish to lease to individuals or a family while they are absent from the City for short periods of time, not to exceed one year, and who intend to return to their dwelling unit at the expiration of the lease period; and
(8) Owners who occupy the premises, rent to one tenant, and share common bathroom and kitchen facilities with said tenant.

A "residential rental unit" also includes cooperative housing arrangements.

"Rooming house/Single room occupancy" means a building, other than a dwelling unit, where lodging, with or without meals is provided for compensation; or a building designed as a single-family dwelling that is occupied by more than one (1) family (as defined herein), but not a lodging establishment, fraternity or sorority house, residential care facility, or rectory.

"Rubbish" has the same definition as found in Bloomington Municipal Code Section 6.04.010

"Single-Family Detached Home" means a single building per lot containing a single residential dwelling unit designed for and occupied by one family which is completely separate from any other building.

"Smoke detector" means a device which senses visible or invisible particles of combustion and conforms to the minimum standards for type, components, and maintenance prescribed by the National Fire Protection Association.

"Tenant" means any person entitled to occupy a residential rental unit under a tenancy agreement to the exclusion of others.

"Tenancy Agreement" means all agreements, written, oral or implied, and valid rules and regulations embodying the terms and conditions concerning the use and occupancy of residential rental unit and the adjoining premises.

"Workmanlike" means executed in a skilled or competent manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

Chapter 16.03

ADMINISTRATION OF RESIDENTIAL RENTAL UNITS

16.03.010 Compliance Required.

No person shall occupy or allow the occupancy of a residential rental unit within the City unless in accordance with the provisions of this Title.

16.03.020 Registration of Residential Rental Units.

(a) No owner of a residential rental unit shall allow such unit to be occupied by a tenant without first registering the residential rental unit with the HAND Department.

(b) Such registration shall be affected by furnishing the HAND Department, upon a form furnished by the Department, the following information:

(1) Name of Owner(s);

(2) Street address of owner(s), said address shall be acceptable for service of process:

(3) Phone number of owner(s);

(4) Email address of owner(s);

(5) Name, street address, phone number and email address of agent, if any, authorized to act on behalf of the Owner(s) in regards to the residential rental unit, including service of process. Any owner(s) who does not reside in Indiana shall designate an in-state agent.

(6) The registration form shall be signed by the owner(s) and not the Owner's agent.

(c) Whenever an owner(s) or agent changes his/her contact information (mailing address, phone number or email address) it shall be his/her responsibility to provide the HAND Department with an updated registration form. All updated registration forms shall be signed by the owner and not the owner's agent.

(d) Whenever ownership of the residential rental unit changes, the new owner shall re-register the unit with the HAND Department.

16.03.030 Occupancy Permits.

(a) No owner of a residential rental unit shall allow such unit to be occupied by a tenant without first obtaining a valid occupancy permit or temporary occupancy permit from the HAND Department.

(b) No occupancy permit shall be issued by the HAND Department until the residential rental unit and premises have been inspected pursuant to Section 16.03.040 and all provisions of the Bloomington Municipal Code have been met.

(c) All occupancy permits shall contain the following information:

(1) Name of the owner(s);

(2) Name of the agent;

(3) Occupant load;

(4) Number of bedrooms;

(5) Expiration date of the permit;

(6) Variances; and

(7) Notes.

(d) All residential rental units shall display a current occupancy permit in an accessible location inside said unit.

(e) Occupancy permits shall be issued for three, four or five year periods, as determined by this Subsection:

(1) Three-year permit. A residential rental unit shall receive a three-year occupancy permit if the criteria listed below apply:

(A) If the owner fails to schedule a Cycle Inspection prior to the expiration of the residential rental unit's current occupancy permit; or

(B) If a residential rental unit has had a Cycle Inspection by the HAND Department and said Department has issued a Cycle Inspection Report noting violations of this Title, and the owner fails to have the residential rental unit reinspected and found in compliance with this Title within sixty days after the report citing the violations was mailed to the owner or within the time that may be granted by the Board of Housing Quality Appeals; or

(C) If the owner fails to satisfy all outstanding fee assessments issued under this Title within thirty days from the date of billing.

(2) Four-year permit. A residential rental unit shall receive a four-year occupancy permit if the criteria listed below apply:

(A) The residential rental unit previously had a three-year occupancy permit and the Cycle Inspection uncovered no violations of this Title, or all violations of this Title cited on a Cycle Inspection Report were satisfactorily corrected within sixty days after the report was mailed to the owner or within the time that may be granted by the Board of Housing Quality Appeals, and the owner satisfies all outstanding fee assessments within thirty days from the date of billing; or

(B) The residential rental unit is newly registered and the cycle Inspection uncovers no violations of this Title, or all violations of this Title cited on a Cycle Inspection Report were satisfactorily corrected within sixty days after the report was mailed to the owner, and the owner satisfies all outstanding fee assessments within thirty days from the date of billing.

(3) Five-year permit. A residential rental unit shall receive a five-year occupancy permit if the criteria listed below apply:

(A) The residential rental unit is new construction and the Cycle Inspection uncovers no violations of Chapters 16.07, 16.08 and 17.16 of the Bloomington Municipal Code; and the owner satisfies all outstanding fee assessments within thirty days from the date of billing; and the HAND Department has issued an occupancy permit prior to the residential rental unit being occupied; and the owner satisfies all outstanding fee assessments within thirty days from the date of billing; or

(B) The residential rental unit's prior occupancy permit had been a four-year permit, and the Cycle Inspection uncovered no violations of this Title, or all violations of this Title cited on a Cycle Inspection Report were satisfactorily corrected within sixty days of after the report was mailed to the owner or within the time that may be granted by the Board of Housing Quality Appeals, and the owner satisfies all outstanding fee assessments within thirty days from the date of billing.

16.03.040 Inspections.

(a) Each residential rental unit and premises located within the City shall be scheduled to receive a Cycle Inspection conducted by the HAND Department at least sixty days prior to the expiration of its occupancy permit to establish compliance with this Title. Properties scheduled to be inspected more than six months prior to the expiration of the current occupancy permit shall receive a new occupancy permit with an expiration date of when compliance was achieved as a result of the most recent Cycle Inspection.

(b) Each newly constructed residential rental unit and premises located within the City shall receive a Cycle Inspection conducted by the HAND Department immediately prior to said unit being occupied.

(c) Off-Cycle or Complaint Inspections of a residential rental unit may be conducted at the discretion of the Director upon the following:

(1) Receipt of a written request of any resident of the City, any governmental agency or employee, or the residential rental unit's tenant, the tenant's legal representative, the owner, or the owner's agent provided the request indicates that there is some violation of this Title at the stated residential rental unit; or

(2) The Director has probable cause to believe the residential rental unit is in violation of this Title.

(d) A Complaint Inspection shall be confined to the defects complained of by the person requesting the Complaint Inspection, unless the Director has probable cause to believe the condition of the residential rental unit or its premises is in such a state of deterioration or violation of this Title that a complete Off-Cycle Inspection is required to effectuate the purposes of this Title, in which a case a complete new Cycle Inspection of the entire residential rental unit and premises shall be performed.

(e) It shall be the responsibility of the owner of each residential rental unit to schedule all required inspections and reinspections required by this Title.

(f) The owner shall notify the tenant(s) of all scheduled inspections and reinspections of a residential rental unit.

(g) The owner shall be responsible for granting access for any inspection required by this Title in compliance with State law. If a tenant or owner refuses entry for an inspection under this Title, the HAND Department shall not inspect the residential rental unit without first obtaining a warrant in accordance with the laws of the State of Indiana.

(h) The owner, an employee of the owner, or the unit's tenant shall remain with the HAND Department employee conducting the inspection or reinspection at all times said employee is inside of a residential rental unit.

(i) Employees of the HAND Department shall not enter into residential rental units or onto their premises where there is a concern for their physical safety or if the tenant is engaging in inappropriate or illegal activities, e.g. where the tenant may be inadequately clothed or using illegal substances.

16.03.050 Inventory and Damage Lists

(a) The owner of a residential rental unit shall contact the tenants and arrange a joint inspection of the unit and premises to occur within ten days of the tenant's occupancy of the unit. The owner shall at that time jointly complete an inventory and damage list, and this shall be signed by the owner and at least one tenant. Duplicate copies of the inventory and damage list shall be retained by all parties.

(b) The owner of a residential rental unit shall contact the tenant and arrange a joint inspection of the unit and premises to occur at the end of the tenant's occupancy and prior to the occupancy of the next tenant. Any damages to the unit shall be noted on the inventory and damage list, and the list shall thereupon signed by all parties.

(c) The owner shall have a duty to initiate joint inspections; however, both the owner and the tenant shall have an affirmative duty to make a good-faith effort in scheduling joint inspections.

(1) In the event the owner is unable to schedule a joint inspection with the tenant when contacting the tenant via telephone, email, personal message or personal contact, the owner may show compliance with this Section by producing the following: a copy of a letter or email to the tenant stating the time and place of the joint inspection; and, a normal business record showing that this letter was mailed to the tenant by first class mail (or if by email sent with a read receipt feature) at least two days prior to the date of the scheduled inspection.

(2) If the owner cannot arrange a joint inspection pursuant to the above procedures, the owner shall complete the inspection, noting on a signed and dated inspection report those damages which exceed normal wear and tear.

(d) The owner shall retain copies of all inspection reports for a minimum of the present lease period and the two subsequent lease periods for the residential rental unit, or for a period of four years, whichever is less.

(e) The owner shall allow the HAND Department to review a copy of the inventory and damage list in accordance with the provisions of this Section upon the Department's request.

16.03.060 Disclosure.

(a) The owner of a residential rental unit shall disclose to each tenant, in writing, at or before the commencement of tenancy the name and usual address of each person who is:

(1) Authorized to manage the residential rental unit and premises; and

(2) An owner of the unit and premises, or his/her agent, who is authorized to act on behalf of the owner for the purpose of service of process and for the purpose of receiving all notices and demands.

(b) The information required by Section 16.30.060(a) shall be kept current.

(c) The owner of a residential rental unit shall provide to each tenant, at or before the commencement of tenancy, a summary of the Tenants' and Owners' Rights and Responsibilities, in such form as shall be prescribed by the Director. The Owner shall ensure that the Summary contains the legally permitted occupancy load for said residential rental unit prior to the tenants signing said Summary. The owner shall sign the Summary, obtain the signatures of all tenants on the Summary and provide a copy of that Summary to the HAND Department, upon the Department's request.

(d) The HAND Department shall furnish, upon request, to each registered owner or registered agent of a residential rental unit subject to this Title a copy of this Title.

16.03.080 Fees.

(a) All fees for any inspection conducted under this Title shall be established by the Board of Public Works, in accordance with the directives of 16.30.080(b), and are subject to an annual review by said Board.

(b) The Board of Public Works shall establish reasonable and appropriate fees for inspections conducted under this Title in accordance with the following:

(1) There shall be one fee for both the Cycle Inspection and a first Re-Inspection.

(2) Increased inspection fees may be assessed for each subsequent Re-Inspection.

(3) There shall be no fee for the initial and first re-inspection for a Complaint Inspection.

(4) Fees shall be established for the following:

(A) Single-family detached homes;

(B) Rooming houses;

(C) Condominiums;

(D) Multi-family dwellings; and

(E) Lodging establishments.

(5) In recognition of the importance of ensuring affordable housing, the Board of Public Works shall ensure that the City continues to subsidize the inspection of certain types of low-income housing units by providing the following discounts to any inspection fees said Board establishes:

(A) Public housing units owned and operated by the Bloomington Housing Authority shall be provided free inspections and shall not be assessed a fee;

(B) Section 8 dwelling units, Low Income Tax Credit dwelling units, HAND Department subsidized dwelling units and dwelling units that have a monthly rent in accordance with the United States Department of Housing and Urban Development's Low Rent Rates shall receive a 30% discount on any fee. A copy of the lease showing the unit's rental rate shall be provided in order to receive the discounted fee. A copy of the HUD Low Rent Rates is available on HAND's website; said rates are updated annually.

(6) There shall be a 25% fee reduction for any residential rental unit that has no violations on the initial Cycle Inspection. If the required documentation is not provided to the HAND inspector during the inspection, an owner will have until 5:00 p.m. on the day of the inspection to provide HAND with the required documentation in order to still receive the 25% fee reduction.

(c) Effective January 1, 2013, the fees for inspections shall be as follows:

Single-family detached homes	$75.00
Rooming houses – each building	$60.00
+ each bathroom	$15.00
Condominiums	$75.00
Multi-family dwellings – each building	$60.00
+ each unit	$15.00
Lodging establishments	Complaint Only
2nd & subsequent reinspection fee	$65.00

(d) Effective January 1, 2014, the fees for inspections shall be as follows:

Single-family detached homes	$85.00
Rooming houses – each building	$60.00
+ each bathroom	$25.00
Condominiums	$85.00
Multi-family dwellings – each building	$60.00
+ each unit	$25.00
Lodging establishments	Complaint Only
2nd & subsequent reinspection fee	$70.00

(e) Effective January 1, 2015, the fees for inspections shall be as follows:

Single-family detached homes	$95.00
Rooming houses – each building	$70.00
+ each bathroom	$25.00
Condominiums	$95.00
Multi-family dwellings – each building	$70.00
+ each unit	$25.00
Lodging establishments	Complaint Only
2nd & subsequent reinspection fee	$70.00

(f) Annual updates of the fees, beginning on January 1, 2015, shall be determined by the Board of Public Works. The Board of Public Works may only increase a fee if the cost of administering and enforcing the provisions of Title 16 are not offset by the amount of fees generated by Title 16. Additionally, at no time may the Board of Public Works increase a fee by more than ten percent (10%); if HAND feels as though a fee increase of greater than ten percent (10%) is required, said fee increase shall require approval by the City of Bloomington Common Council. All fee increases shall be reasonably related to the cost of administering and enforcing the provisions of Title 16.

Chapter 16.04

PROPERTY MAINTENANCE

16.04.010 Scope.

The provisions of this Chapter shall govern the minimum conditions and the responsibilities of persons for the maintenance of residential rental units and their premises.

16.04.020 Codes.

(a) Pursuant to Ind. Code Section 36-7-2-9, the City is legally responsible for ensuring compliance with the building laws and fire safety laws that are adopted in the rules of the Indiana Fire Prevention and Building Safety Commission. Pursuant to this mandate, the following codes, as amended, are hereby incorporated into this Chapter by reference and made a part thereof, two (2) copies of which are on file in the office of the clerk for the legislative body for public inspection:

(1) Indiana Building Code;
(2) Indiana Residential Code;
(3) Indiana Fire Code;
(4) Indiana Mechanical Code;
(5) Indiana Electrical Code;
(6) Indiana Plumbing Code;
(7) Indiana Fuel Gas Code;
(8) Indiana Energy Code; and
(9) Indiana Accessibility Code.

(b) All residential rental units and accessory structures thereof shall be maintained in compliance with the provisions of those codes noted in 16.04.020(a). Compliance shall be in accordance with those codes in effect at the time the residential rental unit or accessory structure thereof was built or remodeled.

16.04.030 Responsibility.

The owner of a residential rental unit shall maintain the unit and its premises in compliance with the requirements of this Chapter, except as otherwise provided for in this Title. A person shall not occupy or permit another person to occupy a residential rental unit, or its premises, which are not in a sanitary and safe condition and which do not comply with the requirements of this Title. The tenant of a residential rental unit is responsible for keeping the unit in a clean, sanitary and safe condition.

16.04.040 Exterior Property Areas.

(a) All exterior portions of a residential rental unit shall be maintained in a clean, safe and sanitary condition. The tenant of a residential rental unit shall keep that part of the exterior unit and premises, which such tenant occupies or controls, in a clean, safe and sanitary condition.

(b) All residential rental unit premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any residential rental unit located thereon. Exception: Approved retention areas and reservoirs.

(c) All sidewalks, walkways, stairs, driveways, private streets, parking spaces and similar areas shall be maintained in a proper state of repair, and maintained free from hazardous conditions.

(d) All residential rental unit premises shall be maintained in accordance with Title 6 of the Bloomington Municipal Code.

(e) All residential rental unit premises which contain trees shall maintain the trees in good health so that they pose no danger to persons or property.

(f) Furniture not generally intended to be used for outdoor purposes (typically upholstered furniture), shall not be permitted to be stored on the exterior premises of residential rental units, this includes both screened-in porches and non-screened porches.

(g) All gates shall be maintained in a structurally sound manner, be in good repair and be maintained in accordance with this Title.

(h) No inoperable vehicle shall be parked, kept or stored on the premises of any residential rental unit, and no vehicle shall at any time be kept or stored on the premises of any residential rental unit if it is in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of motor vehicles or motor cycles is prohibited unless conducted inside of an approved spray booth.

16.04.050 Exterior Structure.

(a) All portions of the exterior of a residential rental unit and its accessory structures shall be maintained in a structurally sound manner, be in good repair and be maintained in accordance with this Title

(b) All portions of the exterior of a residential rental unit and its accessory structures shall be maintained in a manner that does not pose a threat to the public health safety or welfare.

(c) Exterior wood surfaces on residential rental units and their accessory structures, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

(d) All metal surfaces subject to rust or corrosion on a residential rental unit or its accessory structures shall be coated to inhibit such corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion.

(e) Peeling, flaking and chipped paint on the exterior of a residential rental unit or its accessory structures shall be eliminated and done in accordance with any applicable rules or regulations established by the United State's Environmental Protection Agency or the Indiana Department of Environmental Management.

(f) Exterior surfaces on residential rental units and their accessory structures shall be maintained free of mold.

(g) If a residential rental unit is damaged, mutilated or defaced by marking, carving or graffiti, the owner of said unit shall restore the surface to an approved state of maintenance and repair.

16.04.060 Interior Structure.

(a) All portions of the interior of a residential rental unit and its accessory structures shall be maintained in a structurally sound manner, be in good repair and be maintained in accordance with this Title.

(b) All portions of the interior of a residential rental unit and its accessory structures shall be maintained in a manner that does not pose a threat to the public health, safety or welfare.

(c) All equipment contained within the interior of a residential rental unit and its accessory structures shall be maintained in good repair, in accordance with its manufacturer's guidelines and in accordance with this Title.

(d) Tenants of a residential rental unit shall keep that part of the unit which they occupy or control in a clean and sanitary condition.

(e) Every owner of a rooming house, a two or more dwelling unit or a dwelling unit with a nonresidential occupancy, shall maintain the shared public areas in a clean and sanitary condition and in accordance with this Title.

(f) Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered and done in accordance with any applicable rules or regulations established by the United State's Environmental Protection Agency or the Indiana Department of Environmental Management.

16.04.070 Duct Systems.

Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

16.04.080 Rubbish and Garbage.

(a) All portions of the interior of a residential rental unit and its accessory structures shall be free from any accumulation of rubbish or garbage.

(b) Every tenant of a residential rental unit shall dispose of all rubbish or garbage in a clean and sanitary manner by placing such rubbish or garbage in approved containers.

(c) The owner of every residential rental unit shall supply the unit with an approved leak proof, covered, outside garbage container in accordance with Title 6 of the Bloomington Municipal Code.

16.04.090 Extermination/Pest Control.

(a) All residential rental units, their accessory structures and exterior premises shall be kept free from pests. All residential rental units or accessory structures thereof in which pests 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 reinfestation.

(b) The owner of any residential rental unit shall be responsible for extermination within the unit, its accessory structures or on the exterior premises for extermination of pests prior to letting the unit.

(c) The tenant of a single-family detached home shall be responsible for extermination of pests after occupying the premises for thirty (30) days unless the infestation is caused by defects in the premises—in which case the owner shall be responsible for extermination of pests.

(d) The owner of a structure containing two or more dwelling units, a multiple occupancy or a rooming house shall be responsible for extermination of pests.

(e) Regardless of whose responsibility it is to exterminate any pests, if the presence of pests is determined to be the result of actions taken, or not taken, by any tenant, said tenant shall be liable for fines in accordance with Chapter 16.09 of this Title.

(f) This Section pertains only to whose responsibility it is to eradicate the pests; it does not pertain to, regulate, or discuss which party to the lease is to ultimately pay for the pest eradication.

16.04.100 Display of Address.

All residential rental units shall conspicuously display the unit's address number on the front of the unit.

Chapter 16.05

LODGING ESTABLISHMENTS

16.05.010 Compliance with Local and State Laws.

(a) Any owner of a lodging establishment shall at all times comply with all sanitary laws and regulations of the City, Monroe County and the State of Indiana.

(b) Any owner of a lodging establishment shall at all times maintain said establishment in accordance with the codes noted in 16.04.020(a).

(c) Any owner of a lodging establishment shall at all times maintain said establishment in accordance with Chapter 16.05.

16.05.020 Inspections of Lodging Establishments.

(a) Inspectors of the HAND Department shall have the right to inspect a lodging establishment:

(1) Upon the Director receiving a written and signed request of any resident of the City, any governmental agency or employee, or the lodging establishment's occupant, the occupant's legal representative, the owner, or the owner's agent provided the request indicates that there is some violation of this Title at the stated lodging establishment; or

(2) The Director has probable cause to believe the lodging establishment is in violation of this Title.

(b) A Complaint Inspection shall be confined to the defects complained of by the person requesting the Complaint Inspection.

(c) The owner shall notify the occupant(s) of all scheduled inspections and re-inspections of a lodging establishment.

(d) The owner shall be responsible for granting access for any inspection required by this Title in compliance with State law. If an occupant or owner refuses entry for an inspection under this Title, the HAND Department shall not inspect the lodging establishment without first obtaining a warrant in accordance with the laws of the State of Indiana.

(e) The owner or an employee of the owner shall remain with the HAND Department employee conducting the inspection or re-inspection at all times said employee is inside of a lodging establishment.

(f) Employees of the HAND Department shall not enter into residential rental units or onto their premises where there is a concern for their physical safety or if the tenant is engaging in inappropriate or illegal activities, e.g. where the tenant may be inadequately clothed or using illegal substances.

16.05.030 Compliance with Title.

No person or organization shall operate a lodging establishment, or occupy or let to another for occupancy, any portion of a lodging establishment if said establishment is not maintained in accordance with this Title.

Chapter 16.06

PUBLIC HEALTH AND SAFETY

16.06.010 Bathroom Accessibility.

(a) Every bedroom shall have access to at least one bathroom without passing through another bedroom.

(b) The following shall be required for each residential rental unit built prior to 1973:

(1) Every bedroom shall have access to at least one bathroom located in the same story as the bedroom or on an adjacent story;

(2) Every residential rental unit shall have at least one bathroom containing a sink, shower/tub and a toilet; and

(3) A kitchen sink shall not be used as a substitute for a bathtub or shower.

16.06.020 Prohibited Occupancy.

Kitchens and non-habitable spaces shall not be used for sleeping purposes.

16.06.030 Water Systems.

(a) All kitchen sinks, bathroom sinks, bathtubs and showers shall be supplied with hot or tempered and cold running water.

(b) Rainwater and other runoff may be collected for outdoor and non-potable indoor water use.

16.06.040 Heating Facilities.

(a) Residential rental units and lodging establishments shall be provided with heating facilities capable of maintaining a room temperature at the temperature required at the time of construction or of 65°F if no temperature was required when the residential rental unit was constructed in all habitable rooms and bathrooms. Cooking appliances and portable space heaters (or other similar devices) shall not be used to provide space heating to meet the requirements of this Section.

(b) When the outdoor temperature is below the winter outdoor design temperature for the City, maintenance of the minimum room temperature shall not be required provided that the heating facility is operating at its full design capacity.

16.06.050 Ground Fault Circuit Interrupter Protection.

(a) Any receptacle in a wet location that is deemed to be faulty shall be replaced with a ground fault circuit interrupter protection.

(b) Any new receptacle in a wet location shall have ground fault circuit interrupter protection.

16.06.060 Means of Egress.

(a) A safe, continuous and unobstructed path of travel shall be provided from any point in any residential rental unit or lodging establishment to the public way.

(b) The required width of aisles shall be unobstructed.

(c) All doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort.

Chapter 16.07

SMOKE DETECTORS

16.07.010 Smoke Detectors Required in Residential Rental Units.

Every residential rental unit shall be equipped with at least one approved smoke detector in accordance with the standards and guidelines promulgated by the National Fire Alarm Code 2007 Edition as established by National Fire Protection Association 72.

16.07.020 Installation.

(a) Approved single-and multiple-station smoke detectors shall be installed as follows:

(1) In all sleeping rooms;

(2) On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms;

(3) In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit; and

(4) On every level of a dwelling unit, including basements.

(b) Smoke detectors shall be arranged so that the operation of any smoke detector causes all alarms within the dwelling unit to sound.

(c) All smoke detectors shall be installed in accordance with the manufacturer's published instructions and applicable electrical standards.

(d) All smoke detectors shall be so located and mounted so that accidental operation is not caused by jarring or vibration.

(e) All smoke detectors shall be mounted so as to be supported independently of its attachment to wires.

(f) Smoke detectors mounted on a flat ceiling shall be located no closer than 4 inches from the adjoining wall surface.

(g) Smoke detectors mounted on a peaked ceiling shall be located within 36 inches horizontally of the peak, but not closer than 4 inches vertically to the peak.

(h) Smoke detectors mounted on a sloped ceiling having a rise greater than 1 foot in 8 feet horizontally shall be located within 36 inches of the high side of the ceiling, but no closer than 4 inches form the adjoining wall surface.

(i) Smoke detectors mounted on walls shall be located no closer than 4 inches from the adjoining ceiling surface and not farther than 12 inches from the adjoining ceiling surface.

(j) The installation of smoke detectors shall comply with the following requirements:

(1) Smoke detectors shall not be located where ambient conditions, including humidity and temperature, are outside the limits specified by the manufacturer's published instructions.

(2) Smoke detectors shall not be located within unfinished attics or garages or in other spaces where temperatures can fall below 40 degrees Fahrenheit or exceed 100 degrees Fahrenheit.

(3) Where the mounting surface could be become considerably warmer or cooler than the room, such as a poorly insulated ceiling below an unfinished attic or an exterior wall, smoke detectors shall be mounted on the inside wall.

(4) Smoke detectors installed within a 20 foot horizontal path of a cooking appliance shall be equipped with an alarm-silencing means or be of the photoelectric type.

(5) Smoke detectors shall not be installed within a 36 inch horizontal path from a door to a bathroom containing a shower or tub.

(6) Smoke detectors shall not be installed within a 36 inch horizontal path from the supply registers of a forced air heating or cooling system and shall be installed outside of the direct airflow from those registers.

(7) Smoke detectors shall not be installed within a 36 inch horizontal path from the tip of the blade of a ceiling-suspended (paddle) fan.

(8) Where stairs lead to other occupied levels, a smoke detector shall be located so that smoke rising in the stairway cannot be prevented from reaching the smoke detector by an intervening door or obstruction.

(9) For stairways leading up from a basement, smoke detectors shall be located on the basement ceiling near the entry to the stairs.

(10) For tray-shaped ceilings (coffered ceilings) smoke detectors shall be installed on the highest portion of the ceiling or on the sloped portion of the ceiling within 12 inches vertically down from the highest point

(j) Smoke detectors shall be replaced in accordance with the manufacturer's instructions.

16.07.030 Power Supplies.

(a) Primary Power Source. Smoke detectors shall be powered by the building's permanent wiring and said wiring shall not contain a disconnecting switch, unless the switch is required for over current protection.

(b) Secondary (Standby) Power Source. Smoke detectors shall also be equipped with batteries to act as a secondary power source if the primary power source is disabled or malfunctions.

16.07.040 Equipment Performance.

Each smoke detector shall detect abnormal quantities of smoke, shall operate in the normal environmental conditions, and shall be in compliance with applicable standards such as ANSI/UL 268, *Standards for Safety Smoke Detectors for Fire Alarm Signaling Systems*, or ANSI/UL 217, *Standard for Safety Single and Multiple Station Smoke detectors*.

16.07.050 Interconnection of Detectors.

(a) The interconnection of smoke detectors shall comply with the following:

(1) Smoke detectors shall not be interconnected in numbers that exceed the manufacturer's published instructions;

(2) In no case shall more than 12 smoke detectors be interconnected where the interconnecting means is not supervised;

(3) In no case shall more than 42 smoke detectors be interconnected where the interconnecting means is supervised; and

(4) Smoke detectors shall not be interconnected with alarms from other manufacturers unless listed as being compatible with the specific model.

(b) All smoke alarms shall be interconnected in such a manner that the actuation of one alarm will activate all alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

(c) Smoke alarms may be interconnected via radio frequencies.

(d) A single fault on the interconnecting means between multiple-station smoke detectors shall not prevent single-station operation of any of the interconnected alarms.

(e) Remote notification appliance circuits of multiple-station alarms shall be capable of being tested for integrity by activation of the test feature on any interconnected alarm. Activation of the test feature shall result in the operation of all interconnected notification appliances.

16.07.060 Tenant's Responsibilities Regarding Smoke Detectors.

(a) It is the responsibility of a tenant to test the smoke detectors within his/her residential rental unit at least one time every month.

(b) The tenant is responsible for replacement of any required batteries in the smoke detector in the tenant's residential rental unit, except that the owner shall ensure that the batteries are in operating condition at the time the tenant takes possession of the residential rental unit.

(c) The tenant shall be responsible for notifying the owner if the tenant becomes aware of an inoperable or deficient smoke detector within his/her residential rental unit.

16.07.070 Owner's Responsibilities Regarding Smoke Detectors.

(a) It is the responsibility of the owner to ensure that any batteries necessary to supply the smoke detector with secondary power in his/her residential rental unit operational are provided to the tenant at the time the tenant takes possession of the residential rental unit.

(b) The owner shall correct any reported deficiencies or inoperabilities in a smoke detector installed in his/her residential rental unit when made aware of any such deficiency or inoperability within seven working days of being given written notification of the need to repair or replace the smoke detector.

16.07.080 Documentation.

The owner of a residential rental unit, upon request, shall provide HAND with the documentation required by Ind. Code 32-31-5-7 showing that the tenant acknowledged, in writing, that he/she had taken possession of the unit with a functional smoke detector in place.

16.07.090 Effective date.

(a) All newly registered residential rental units with applications filed after January 1, 2014 shall comply with this Chapter.

(b) All residential rental units where a Certificate of Zoning Compliance is issued in accordance with BMC 20.09.220 and in conjunction with an application for a permit by the Monroe County Building Department filed after January 1, 2014 shall comply with this Chapter.

(c) All residential rental units with a valid occupancy permit shall comply with this Chapter no later than December 31, 2018.

Chapter 16.08

CARBON MONOXIDE DETECTORS

16.08.010 Carbon Monoxide Detectors Required in Residential Rental Units.

Every residential rental unit shall be equipped with at least one approved carbon monoxide detector in accordance with the standards and guidelines promulgated by the National Fire Alarm Code 2007 Edition as established by National Fire Protection Association 72 if said unit contains one of the following:

(1) A fuel-fired heater;
(2) A fuel-fired appliance;
(3) A working and accessible fireplace; or
(4) An attached garage.

16.08.020 Location.

(a) A carbon monoxide detector shall be centrally located outside of each separate sleeping area in the immediate vicinity of the bedrooms.

(b) Each carbon monoxide detector shall be located on the wall or other location as specified in the installation instructions that accompany the detector.

16.08.030 Power Supplies.

(a) All power supplies shall have sufficient capacity to operate the alarm signals for at least 12 continuous hours.

(b) For electrically powered carbon monoxide detectors, the primary (main) power source shall be ac, unless otherwise permitted by the following:

(1) Detectors shall be permitted to be powered by a monitored dc circuit of a control unit when power for the control unit meets the requirements of this section and the circuit remains operable upon loss of primary (main) ac power.
(2) A detector and a wireless transmitter that serves only that detector shall be permitted to be powered from a monitored battery primary (main) source where part of a listed, monitored, low-power radio (wireless) system.

(c) Power Supply—Monitored Battery. Carbon monoxide detectors shall be permitted to be powered by a battery, provided that the battery is monitored to ensure that the following conditions are met:

(1) All power requirements are met for at least 1 year of battery life, including monthly testing.
(2) A distinctive audible trouble signal sounds before the battery is incapable of operating the detector(s) (from causes such as aging or terminal corrosion) for alarm purposes.
(3) Automatic transfer is provided from detector to a trouble condition for a unit employing a lock-in alarm feature.
(4) The detector is capable of producing an alarm signal for at least 12 hours at the battery voltage at which a trouble signal is normally obtained, followed by note less than 7 days of trouble signal operation.
(5) After the initial 4 minutes of alarm, the 5-second "off" time of the alarm signal shall be permitted to be changed to 60 seconds $\pm$ 10 percent.
(6) The audible trouble signal is produced at least once every minute for 7 consecutive days.
(7) Acceptable replacement batteries are identified by the manufacturer's name and model number on the detector near the battery compartment.
(8) A visible indication is displayed when a primary battery is removed from the detector.
(9) Any detector that uses a non-rechargeable battery as a primary power supply that is capable of a 10-year or greater service life, including testing, and meets the requirements of 16.08.030(d)(3) shall not require a replacement battery.
(10) A visible "power on" indicator is provided.

(d) Additional Power Supply. Carbon monoxide detectors are also permitted to obtain their primary power from the building's own permanent wiring provided such wiring is served from a commercial source.

16.08.040 Equipment Performance.

(a) Each carbon monoxide detector shall be in compliance with ANSI/UL 2034, *Standard for Signal and Multiple Station Carbon Monoxide Alarms*.

(b) All signals produced from periodic testing of carbon monoxide detectors shall be identical to the signal produced when the detector is in alarm.

16.08.050 Installation.

(a) All carbon monoxide detectors shall be installed in accordance with the manufacturer's instructions.

(b) All carbon monoxide detectors shall be supported independently of their attachment to wires.

(c) All carbon monoxide detectors shall be located and mounted so that accidental operation will not be caused by jarring or vibration.

(d) All carbon monoxide detectors shall be tested in accordance with the instructions provided by the supplier or installing contractor to ensure operation after installation.

(e) All carbon monoxide detectors shall be restored to their normal mode of operation after each alarm test.

16.08.060 Maintenance and Testing.

(a) If batteries are used as a source of energy, they shall be replaced in accordance with the instructions provided by the manufacturer.

(b) Detectors shall be inspected and tested in accordance with the manufacturer's instructions at least once a month.

(c) The carbon monoxide detectors required under this Title shall be either battery-powered, plug-in with battery back-up, or wired into the residential rental unit's electrical system and have a battery backup, or is connected to an electrical system via an electrical panel.

(d) The carbon monoxide detector shall be operable at the time a tenant takes possession of the residential rental unit.

(e) The carbon monoxide detector shall meet the performance requirements of 7.4.2 and 7.4.4 of *NFPA 72, National Fire Alarm Code* and ANSI/UL 2034, *Standard for Single and Multiple Station Carbon Monoxide Alarms*.

(f) The carbon monoxide detector shall be installed in accordance with the manufacturer's specifications.

16.08.070 Tenant's Responsibilities Regarding Carbon Monoxide Detectors.

(a) It is the responsibility of a tenant to test the carbon monoxide detectors within his/her residential rental unit.

(b) The tenant is responsible for replacement of any required batteries in the carbon monoxide detector in the tenant's residential rental unit, except that the owner shall ensure that the batteries are in operating condition at the time the tenant takes possession of the residential rental unit.

(c) The tenant shall be responsible for notifying the owner if the tenant becomes aware of an inoperable or deficient carbon monoxide detector within his/her residential rental unit.

16.08.080 Owner's Responsibilities Regarding Carbon Monoxide Detectors.

(a) It is the responsibility of the owner to ensure that any batteries necessary to make the carbon monoxide detectors in his/her residential rental unit operational are provided to the tenant at the time the tenant takes possession of the residential rental unit.

(b) The owner shall correct any reported deficiencies or inoperabilities in a carbon monoxide detector installed in his/her residential rental unit when made aware of any such deficiency or inoperability.

16.08.090 Effective Date.

This Chapter shall go into effect on August 1, 2014.

Chapter 16.09

FIRE EXTINGUISHERS

16.09.010 Where Required.

Portable fire extinguishers shall be installed in all residential rental units.

16.09.020 General Requirements.

Portable fire extinguishers shall be selected, installed and maintained in accordance with the Indiana Code.

16.09.030 Conspicuous Location.

Portable fire extinguishers shall be located in conspicuous (easily seen or noticed) locations where they will be readily accessible and immediately available for use. These locations shall be along normal paths of travel.

16.09.040 Unobstructed and Unobscured.

Portable fire extinguishers shall not be obstructed or obscured from view. In rooms or areas in which visual obstruction cannot be completely avoided, means shall be provided to indicate the location of extinguishers.

16.09.050 Hangers and Brackets.

Hand-held portable fire extinguishers, not housed in cabinets, shall be installed on hangers and brackets supplied. Hangers or brackets shall be securely anchored to mounting surfaces in accordance with the manufacturer's installation instructions.

16.09.060 Obsolete Fire Extinguishers.

The following types of fire extinguishers are considered obsolete and shall be removed from service:

(a) Soda acid.
(b) Chemical foam (excluding film-forming agents).
(c) Vaporizing liquid (e.g. carbon tetrachloride).
(d) Cartridge-operated water.
(e) Cartridge-operated loaded steam.
(f) Copper or brass shell (excluding pump tanks) joined by soft solder or rivets.
(g) Carbon dioxide extinguishers with metal horns.
(h) Solid charge-type AFFF extinguishers (paper cartridge).
(i) Pressurized water fire extinguishers manufactured prior to 1971.
(j) Any extinguisher that needs to be inverted to operate.
(k) Any stored pressured extinguisher manufactured prior to 1955.
(l) Any extinguisher with 4B, 6B, 12B, and 16B fire ratings.
(m) Stored-pressure water extinguishers with fiberglass shells (pre-1976).
(n) Any fire extinguisher that can no longer be serviced in accordance with the manufacturer's manual is considered obsolete and shall be removed from service.

Chapter 16.10

ENFORCEMENT, PENALTIES, APPEALS AND VARIANCES

16.10.010 Authority.

The Director, and his/her designees, are the designated enforcement officials with full authority to investigate, conduct inspections, accept registration forms, issue occupancy permits, issue reports, and secure remedies, including but not limited to fines and injunctive relief for any violation of Title 16.

16.10.020 Penalties and Remedies for Violations.

(a) For purposes of Title 16, a violation shall be defined as a violation or failure to comply with:

(1) Any provision or requirement of Title 16; or

(2) Any condition, requirement or commitment established with the approval of a variance issued by the Board of Housing and Quality Appeals or the Indiana Fire Prevention and Building Safety Commission; or

(3) The required elements of the submission on the basis of which any occupancy permit has been rendered hereunder.

(b) Any violation, as defined in Subsection 16.10.020(a) above, shall be subject to the penalties and remedies provided in Chapter 16.10, and the City shall have recourse to any remedy available in law or equity.

(c) Each day that any violation continues shall be considered a separate violation for purposes of the penalties and remedies specified in Chapter 16.10. A violation continues to exist until corrected and verified by the Director, or his/her designees. Correction includes, but is not limited to:

(1) Cessation of an unlawful practice;

(2) Remediation of a violation;

(3) Payment of fees or fines;

(4) Vacancy of a residential rental unit;

(5) Vacancy of a lodging establishment; and/or

(6) Other remedy acceptable to the City.

(d) For purposes of issuing penalties and fines in accordance with this Chapter, the following persons shall be considered responsible parties, with liability for fines and responsibility for the remediation of the violation:

(1) Property owner;

(2) Any person with a possessory interest in the property; and/or

(3) Any person who has caused the violation.

(e) Remediation of a violation of Title 16 shall be made or accomplished in accordance with the procedures and provisions with the codes listed in 16.04.020(a).

(f) The City Legal Department may institute appropriate action to impose and collect fines, fees and/or other penalties; to enforce or defend any action taken pursuant to Section 16.10.050(e); and to prevent, enjoin, abate, remove or correct any violation of or noncompliance with Title 16.

(g) In addition to all other penalties and remedies provided for herein, it shall be a violation of this Title for any owner to bring or threaten to bring an action for possession of the tenant's residential rental unit for the purpose of retaliating against a tenant for requesting an inspection as provided for in this Title.

(h) In addition to all other penalties and remedies provided for herein, it shall be a violation of this Title for any owner to bring or threaten to bring an action for possession of the occupant's lodging establishment for the purpose of retaliating against an occupant for requesting an inspection as provided for in this Title.

(i) In addition to all other penalties and remedies provided for herein, it shall be a violation of this Title for any person to remove batteries from, or in any way render inoperable, a carbon monoxide detector or smoke detector, except as part of a process to inspect, maintain, repair, or replace the detector or alarm or to replace the batteries in the detector or alarm.

(j) The remedies provided for in this Title shall be cumulative, and not exclusive, and shall be in addition to any other remedies available in law or equity.

16.10.030 Penalty.

(a) Any violation that is subject to Chapter 16.10 shall be subject to a civil penalty of not more than two thousand five hundred dollars for each such violation, in addition to any and all other remedies available to the City, except where a lesser fine is specified herein.

(b) The following violations of Title 16 shall be subject to the fines listed in the table below.

Registration Form Violation if not supplied within the compliance period provided for on a unit's Inspection Report.	$25.00 flat fine
Failure to Provide Required Documentation if not supplied within the compliance period provided for on a unit's Inspection Report.	$100.00 per unit
Failure to Supply Signed Tenant & Owner Rights and Responsibility Form	$25.00 flat fine assessed if not supplied within the compliance period provided by HAND
Failure to Supply Signed Inventory & Damage List	$25.00 flat fine assessed if not supplied within the compliance period provided by HAND
Violation of any of the Codes listed in 16.04.020	$100.00
Making a smoke detector or carbon monoxide detector inoperable	$100.00
Failing to appear for a scheduled inspection	$50.00 flat fine

16.10.040 Enforcement Procedure.

(a) If the Director finds that any violation of Title 16 is occurring, or has occurred, Notice shall be given to the responsible party. For purposes of Title 16 only, a Cycle Inspection Report, Remaining Violations Report or Complaint Inspection Report is considered Notice of a Violation. For purposes of issuing a Notice, the following persons may be considered responsible parties, with liability for fines and responsibility for remediation of the violation:

(1) The owner of the residential rental unit;
(2) Persons with any possessory interest in the residential rental unit;
(3) Any person who, whether as property manager, agent, owner, lessee, tenant, or otherwise who, either individually or in concert with another, causes, maintains, suffers or permits the violation to occur and/or to continue;
(4) The owner of the lodging establishment; and/or
(5) Persons with any possessory interest in the lodging establishment.

(b) The Notice shall be in writing and shall be served on all of the responsible parties and shall be in accordance with all of the following:

(1) Include a description of the residential rental unit or lodging establishment sufficient for identification;
(2) Include a statement of the violation(s) and why the Notice is being issued;
(3) Include a correction order allowing a reasonable time to make repairs and improvements required to bring the residential rental unit or accessory structures or lodging establishment into compliance with the provisions of this Title; and
(4) Inform the owner of the residential rental unit or lodging establishment of his/her right to an appeal;

(c) The Notice shall be deemed properly served if a copy thereof is:

(1) Delivered personally; or
(2) Sent be certified or first-class mail addressed to the last known address of the responsible party; or
(3) If the notice is returned showing that the Notice was not delivered, a copy thereof shall be posted in a conspicuous place in or about the residential rental unit or lodging establishment affected by such Notice; or
(4) If the owner so designates on his/her registration form as being appropriate, sent by email.

(d) At the end of the time period specified in the Notice described in subsection (b) above, any residential rental unit or its premises found to be in violation of this Title shall be reinspected by the HAND Department at the request of the unit's owner after such owner has affected those corrections required by the City as a result of any previous inspection. If reinspection is not requested by the owner at the end of the time period specified in the Notice described in subsection (b) above, or upon reinspection, the residential rental unit and its premises shall not be issued an occupancy permit.

(e) At the end of the time period specified in the Notice described in subsection (b) above, any lodging establishment or its premises found to be in violation of this Title shall be reinspected by the HAND Department at the request of the establishment's owner after such owner has affected those corrections required by the City as a result of any previous inspection. If reinspection is not requested by the owner at the end of the time period specified in the Notice described in subsection (b) above, or upon reinspection, the lodging establishment and its premises shall be the subject to the penalties of this Chapter.

(f) Fines for all violations of Title 16, except for the violation of allowing a residential rental unit to be occupied without having first been inspected and permitted by the City in accordance with Title 16, shall only accrue from the date the timeline in the first inspection report expires.

(g) In addition to issuing a Notice, the Director may utilize and/or seek through legal proceedings one or more of the following remedies:

(1) Revoke or withhold issuance of an occupancy permit; and/or

(2) Any and all penalties and remedies listed in Section 16.09.020.

16.10.050 Appeals.

(a) Any person directly affected by a decision of the Director or a Notice or order issued under this Title, and related to a residential rental unit, shall have the right to appeal to the Board of Housing and Quality Appeals.

(b) An appeal filed with the Board of Housing and Quality Appeals shall be in the manner prescribed in Section 2.19.030 of the Bloomington Municipal Code and the established rules and procedures of the Board.

(c) Any person directly affected by a decision of the Director or a Notice or order issued under this Title, and related to a lodging establishment, shall have the right to file an appeal to the Indiana Fire Prevention and Building Safety Commission.

(d) Fines levied for violations of Title 16 may be challenged in the Monroe County Circuit Court.

16.10.060 Variances.

(a) Any person found to be in violation of any provision of this Title, except for a violation of the codes listed in 16.04.020, may file for a variance with the Board of Housing and Quality Appeals.

(b) Any person found to be in violation of any provision of the codes listed in 16.04.020 may file for a variance with the Indiana Fire Prevention and Building Safety Commission.

SECTION 2. If any section, sentence, chapter or provision of this ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any other section, sentence, chapter, provision or application of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 3. This ordinance shall be in full force and effect from and after its passage by the Common Council of the City of Bloomington, approval of the Mayor and publication in accordance with State law, with the exception of Chapters 16.06, 16.08, and 16.09 which shall not and cannot go into effect until said Chapters have been approved by the Indiana State Fire Prevention and Building Safety Commission.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe county, Indiana, upon this 14th day of NOVEMBER, 2012.

TIMOTHY MAYER, President
Bloomington Common Council

ATTEST:

REGINA MOORE, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 16th day of NOVEMBER, 2012.

REGINA MOORE, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 19th day of NOVEMBER, 2012.

MARK KRUZAN, Mayor
City of Bloomington

SYNOPSIS

This ordinance repeals and replaces the current Title 16. Currently Title 16 is named "Housing Inspection", this ordinance proposes to rename the Title to "Residential Rental Unit and Lodging Establishment Inspection Program", so that the name of the Title more accurately reflects what the ordinance itself actually regulates. In addition to a name change, this ordinance proposes that the current two Chapters be morphed into ten Chapters, in an effort to better differentiate the regulations within the Title and to make the ordinance more streamlined and easy to read and navigate for both City staff and City residents. The ten new Chapters are entitled: Ordinance Foundation; Definitions; Administration of Residential Rental Units; Property Maintenance; Administration of Lodging Establishments; Public Health & Safety; Smoke Detectors for Residential Rental Units; Carbon Monoxide Detectors for Residential Rental Units; Fire Extinguishers; and Enforcement, Penalties, Appeals and Variances. Of these ten new Chapters, three—Public Health & Safety, Carbon Monoxide Detectors for Residential Rental Units, and Fire Extinguishers—can not go into effect until they have been reviewed and approved by the Indiana Fire Prevention and Building Safety Commission. The Commission is required to review and approve these three Chapters because they contain regulations that qualify as either a "building law" or a "fire safety law" under Indiana Code.

There are five key changes, aside from the format changes previously discussed, with this ordinance. The first, the City will increase inspection fees for residential rental units, with the fee increase occurring in three immediate stages—one going into effect on January 1, 2013, the second going into effect on January 1, 2014 and the third going into effect on January 1, 2015. Beginning in January of 2016 the Board of Public Works will conduct an annual review of the inspection fees and determine whether it is necessary to adjust said fees. Second, the fines for violations of Title 16 have been specifically enumerated and raised in some instances. For example failing to appear for a scheduled inspection will result in a flat $50 fee, whereas failing to provide required paperwork will result in a flat $25.00 fee. Third, because of a rash of complaints against the habitability of certain hotels, this ordinance has added a section that allows for the City to inspect and issue correction orders to hotels if a violation is found; the inspections can only occur if the City receives a written complaint—there will be no regular inspection program. Fourth, while smoke detectors are already required in all residential rental units by the State, the State provides that the detectors may be battery operated or hardwired interconnected. The proposed ordinance is more stringent than State law, in that it mandates that only hardwired interconnected smoke detectors be used. This proposal is based on extensive research that shows that hardwired interconnected smoke detectors are more durable, less prone to malfunction and provide a higher level of protection for residents. Finally, the ordinance proposes that all residential rental units which contain fuel-fired appliances, fireplaces and attached garages be equipped with carbon monoxide detectors. Again this is being proposed because studies have shown that the presence of a carbon monoxide detector provides greater protection for residents and ensures a greater likelihood of individuals being notified a problem before it is too late for them to evacuate the premises.

At the Regular Session on November 14, 2012, the Council adopted two amendments. Am 01 made nine changes to Sections 16.01.060, 16.01.080, 16.02.020, 16.03.030 and 16.08.010. Am 02 made changes to 16.07.090.

Signed copies to:
legal HAND BMC(2)
Controller Firedept. Clerk(2)
CA/CA