Board of Housing Quality Appeals Public

Hearing Agenda for Tuesday, October 20, 2026, 4:15 p.m.

This meeting will be held in the Allison Conference Room (# 215), City Hall, 401 N. Morton St and may also be accessed via zoom at the following link:

https://bloomington.zoom.us/j/84090354059?pwd=mJxCil15kPgJ0iLnlZVKW3s6bUT 5qk.1

Meeting ID: 840 9035 4059

Passcode: 084395

Materials for this meeting can be found on the Board of Housing Quality Appeals website, or at the following link: https://bloomington.in.gov/boards/housing-quality-appeals

Agenda

1. Roll Call

2. Approval of Memorandum

A. September 15, 2026 Memorandum

3. Petitions - All items are on the consent agenda

A. BHQA2026-0159, 509 S Swain Avenue, Griffin Management (Cortez Wells). Request for an extension of time to complete repairs. Tabled from previous meeting.

B. BHQA2026-0161, 3417 E 3rd Street, Ronnie Chen (Ming Chan). Request for redress from an administrative decision considering property a rental.

C. BHQA2026-0164, 1704 S Olive Street, Dan Forslund - Granite Student Living (DSS Design, LLC). Request for an extension of time to complete repairs.

D. BHQA2026-0170, 3216 E 3rd Street, Paul Keene (The Lark of Bloomington). Request for an extension of time to complete repairs.

E. BHQA2026-0172, 1105 S Fairview Street, Kathryn Sample (Mackie Properties). Request for an extension of time to complete repairs.

F. BHQA2026-0177, 2900 S Ridge Way, Amanda Corey (Buckingham Companies). Request for redress from an administrative decision to limit permit to three years.

4. General Discussion

Proposed changes to Title 16.

5. Public Comment

6. Adjournment

Board Membership

Pursuant to applicable law and policy, and in compliance with Indiana Code 5-14-9-6, the following details are provided regarding the officers serving on this committee:

Board Member	Appointed By	Appointment Date	Term
Bryan Taylor	Mayor	04/27/2026	2/1/2026 to 1/31/2028
Benjamin Atkinson	Mayor	02/01/2026	2/1/2026 to 1/31/2028
Zachary Taylor	Mayor	10/16/2025	2/1/2025 to 1/31/2027
Navdeep Badhni	Common Councils	08/06/2025	2/1/2025 to 1/31/2027
Zoe Zollman	Common Councils	02/01/2026	2/1/2026 to 1/31/2028
Joshua Brewer	Common Councils	09/30/2025	2/1/2025 to 1/31/2027
Zoe Harris	Mayor	08/28/2026	2/1/2026 to 1/31/2028

The City of Bloomington is committed to providing equal access to information. If you encounter difficulties accessing this notice or related meeting materials, please contact the Housing and Neighborhood Development department at HAND@bloomington.in.gov or at 812-349-3420 and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

CITY OF
BLOOMINGTON

Board of Housing Quality Appeals

Memorandum for Tuesday, September 15, 2026, 4:15 p.m.

This meeting was held in the Allison Conference Room (#215), City Hall, 401 N. Morton St.

The meeting was called to order at 4:15 p.m.

Board members present in person: Joshua Brewer, Bryan Taylor, Zachary Taylor, Zoe Zollman.

Board members present via Zoom: Navdeep Badhni

City staff present Mike Arnold, Daniel Bixler, Rob Council, Sean Hampton, Jo Stong, Angela Van Rooy (HAND) present in person. Anna Killion-Hanson present by Zoom. Taylor Brown (Legal) present in person.

Were members of the public present: Yes; Ronnie Chen - 3417 E 3rd Street (Zoom), Matthew Joseph (observer), Adrian (Zoom)

Approval of Minutes for August 18, 2026 Meeting

Zoe Zollman moved to approve the August 18, 2026 minutes as presented ; motion was seconded by Zachary Taylor. Motion approved unanimously by roll call vote (5-0).

Petitions

Josh Brewer recused himself from BHQA2026-0159, 509 S Swain Avenue.

BHQA2026-0159, 509 S Swain Avenue, Griffin Management. Request for an extension of time to complete repairs. Lack of quorum upon the recusal led to the petition being tabled until the next BHQA meeting, October 20, 2026.

Consent Agenda

BHQA2026-0155, 809 S Henderson Street, Jason Cheek (Ronnie Hudson). Request for an extension of time to complete repairs. Staff recommendation grant request with a November 30, 2026 deadline.

BHQA2026-0156, 219 E 7th Street, Jason Cheek (219 E 7th Street, LLC). Request for an extension of time to complete repairs. Staff recommendation to grant the request with a September 29, 2026 deadline.

BHQA2026-0157, 3607 E Morningside Drive, Jason Cheek (Ronnie Hudson). Request for an extension of time to complete repairs. Staff recommendation to grant the request with an October 31, 2026 deadline.

BHQA2026-0158, 936 S Clarizz Boulevard, Heather van Ness -The Abodes . Request for an extension of time to complete repairs. Staff recommendation to grant the request with an October 31, 2026 deadline.

BHQA2026-0160, 1315 S Washington Street, Justin Fox (Precise Capital). Request for an extension of time to complete repairs Staff recommendation to grant the request with an October 15, 2026 deadline.

Consent Agenda
approved.

Zoe Zollman moved to approve the Consent Agenda motion was seconded by Zachary Taylor. Motion approved unanimously by roll call vote (5-0)

Adjournment

Josh Brewer made motion to adjourn Bryan Taylor seconded. The meeting adjourned at 4:39 p.m. per unanimous approval.

Housing and Neighborhood Development
401 N Morton ST, Bloomington, IN 47404
812-349-3420

Board of Housing Quality Appeals Staff Report

Meeting Date: Oct 20, 2026
Petition Type: Extension of time to complete repairs
Petition Number: BHQA2026-0159
Address: 509 S Swain Ave
Petitioner: Griffin Management
Inspector: Sean Hampton

Staff Report

- Jun 5, 2026 Cycle Inspection
- Jun 15, 2026 Cycle Report Mailed to Owner & Agent
- Aug 18, 2026 Remaining Violations Report (Past 60 Day Deadline 08/14/26)
- Aug 22, 2026 Received Appeal

During a cycle inspection of the aforementioned property, violations of the Housing Code were found. The petitioner is seeking an extension of time to complete the repairs for the pool cover.

Staff Recommendation

Grant an extension of time.

Conditions:

Complete all repairs and schedule for re-inspection no later than the deadline stated below or this case will be turned over to the City of Bloomington Legal Department for further action including the possibility of fines.

Compliance deadline: Nov 2, 2026

Attachments: Cycle Report, Remaining Violations Report, Appeal

City of Bloomington
Housing and Neighborhood
Development (HAND)
bloomington.in.gov

401 N Morton ST Suite 130
PO Box 100
Bloomington IN 47404

Phone: (812) 349-3420
Fax: (812) 349-4582
hand@bloomington.in.gov

City Permit #: BHQA2026-0159
Application Date: 8/22/2026

Application For Appeal To The Board of Housing Quality Appeals

Property Address: 509 S Swain AVE
Parcel Number: 53-08-03-204-092.000-009

Applicant
Griffin Management
735 S College Avenue
Bloomington IN 47403

The following conditions must be found in each case in order for the Board to consider the request:

1. That the exception is consistent with the intent and purpose of the housing code and promotes public health, safety, and general welfare.
2. That the value of the area about the property to which the exception is to apply will not be adversely affected.

Requested Variance Type: TV

In the space provided below please write a brief narrative regarding your request. Be specific as to what you are requesting, the reason(s) or justification(s) for your request, the amount of time needed to bring the property into compliance, as well as any modifications and/or alterations you are suggesting. The following information must be included dependent upon the type of variance you are requesting:

1. An extension of time to complete repairs. (Petition type: TV)
    i. Specify the items that need the extension of time to complete.
    ii. Explain why the extension is needed.
    iii. Specify the time requested.
2. A modification or exception to the Housing Property Maintenance Code. (Petition type: V)
    i. Specify the code reference number you are appealing.
    ii. Detail why you are requesting the variance.
    iii. Specify the modifications and or alterations you are suggesting.
3. Relief from an administration decision. (Petition type: AA)
    i. Specify the decision being appealed and the relief you are seeking.
4. Rescind a variance. (Petition type: RV)
    i. Detail the existing variance.
    ii. Specify the reason the variance is no longer needed.

Variance Request:
I am requesting a 45-day extension to complete the required repairs at the property.
The property is currently vacant and has no tenants residing in the home. The primary factor affecting the repair timeline is the pool cover, which must be removed from the property and shipped to the manufacturer for measurements. Once the measurements are completed, the new pool cover will need to be returned and professionally reinstalled. This process involves a longer lead time than originally anticipated and is outside of our direct control. The requested 45-day extension will provide sufficient time to accommodate the pool cover removal and reinstallation process.

Remaining Violations Evaluation Report

File # 10172

Date Inspected: Jun 5, 2026

- Property has not been reinspected. Past 60 Day Deadline

Inspector: Sean Hampton

Owner

Cortez Wells
Unit 11032
APO AP, 96553

Agent

Griffin Management
735 S College Ave
Bloomington, IN 47403

Property Attributes

Address: 509 S Swain Ave
Number of units/structures: 1/1
Units/bedrooms/max # of occupants: 1/3/3
Primary heat source: Gas
Foundation type: Basement
Number of stories: 1
Attic access: Yes
Accessory structure(s): Pool, Shed
Property zoning: R3

Reinspection Required

This report is your final notice from the Housing and Neighborhood Development Department that this rental property continues to be in violation of the City of Bloomington's Residential Rental Unit and Lodging Establishment Inspection Program.

If you have repaired all of the violations listed on this report, contact our office immediately to schedule the required reinspection of your property.

Failure to make repairs or schedule the required reinspection will result in this matter being referred to the City Legal Department. Legal action may be initiated against you under BMC 16.10.040.

It is your responsibility to contact the Housing and Neighborhood Development Department to schedule the required reinspection. You may reach our office at 812-349-3420.

NOTE: All life safety violations in this report have been highlighted.

Interior:

Conditions were noted during the cycle inspection that may indicate this property is **over occupied and in violation of the Bloomington Municipal Code (BMC) Title 20.** The City's Planning and Transportation Department will be the Department which decides whether or not a violation of Title 20 has occurred and whether or not any violation of Title 20 has been remedied. For more information, please contact the Planning and Transportation Department at (812) 349-3423. Please note that the City of Bloomington Housing and Neighborhood Development Department will not issue a residential rental occupancy permit for any property that is not in compliance with Title 20 of the Bloomington Municipal Code. **(4th bed being used in basement and 4 names listed on open mailbox)**

Living Room (23-5 x 12-11):
Repair the window to be weather tight. The sashes shall fit snugly and properly within the frame. Replace any missing or deteriorated glazing compound. Windows shall be easily and fully openable and shall remain fully open using hardware that is part of the window. BMC 16.04.060(b) **(Left window missing crank)**

Dining Room (12-8 x 9-11):
Provide electrical power to the receptacle so that it functions as intended or properly terminate the receptacle. BMC 16.04.060(c) **(3 prong outlet on North wall below window)**

Kitchen (11 x 13 '6):
Label GFCI receptacle(s) ungrounded, per Indiana Electric Code requirements. BMC 16.04.020 (IEC 210.8) and BMC 16.04.060(b) **(Left of sink)**

Hallway:
Replace the missing smoke detector. IC 22-11-18-3.5

SE Bedroom (12-3 x 11-4): **Tenant changed door lock**
This room was not accessible at the time of this inspection. This room must be brought into compliance within the same 60-day deadline as the remainder of this property. This applies even if the tenants do not have access to this area of the property. BMC 16.03.040

Master Bedroom/Bathroom (15-3 x 11-6):
Label GFCI receptacle(s) ungrounded, per Indiana Electric Code requirements. BMC 16.04.020 (IEC 210.8) and BMC 16.04.060(b) **(Right of entry)**

Repair the sink drain to function as intended (drains very slowly). BMC 16.04.060(c) **(Bathroom)**

BASEMENT
- Note: The basement may not be used for sleeping purposes. The ceiling height in the basement ranges from 76 ¼ inches to 80 inches, with bulkheads at 70 ½ inches and 72 ½ inches; and a ceiling fan with a light at 68 inches and blades at 6 feet. The windows in the southeast and southwest room are fixed.

Stairway:
Secure the protective cover for the light fixture. BMC 16.04.060(c)

Family Room (23-6 x 6-1 + 12-3 x 16-6):
This area is not approved for sleeping as it does not meet the minimum egress requirements outlined in the City of Bloomington Property Maintenance Code. Remove the bed and discontinue use of this area for sleeping purposes. PM-702.4

Install a smoke detector in an approved location. If wall mounted, it shall be located between 4 and 12 inches from the ceiling. If ceiling mounted, it shall be located at least 4 inches from the wall. IC 22-11-18-3.5

Mechanical Room:
Repair the door. BMC 16.04.060(a) **(Loose at hinges)**

See Other Requirements at the end of the report for required furnace documentation.

Exterior:

Provide electrical power to the receptacle so that it functions as intended or properly terminate the receptacle. BMC 16.04.050(c) **(GFCI Southwest/Front side of house)**

Label GFCI receptacle(s) ungrounded, per Indiana Electric Code requirements. BMC 16.04.020 (IEC 210.8) and BMC 16.04.050(b) **(Northwest/Front side of house)**

Label GFCI receptacle(s) ungrounded, per Indiana Electric Code requirements. BMC 16.04.020 (IEC 210.8) and BMC 16.04.050(b) **(On stairs leading to lower covered porch)**

Provide electrical power to the receptacle so that it functions as intended or properly terminate the receptacle. BMC 16.04.050(c) **(South outside of enclosed porch)**

Properly secure overhanging wires in a workmanlike manner. BMC 16.04.050(b) **(Above South door to enclosed porch)**

All wires shall be junctioned inside of a junction box which is secured to the structure or appliance and covered with a plate. BMC 16.04.060(b) **(North; wires sticking out of siding)**

All accessory structures, including detached garages, **fences** and walls, shall be maintained structurally sound and in good repair. BMC 16.04.050(a) **(Fence in back yard is in bad condition; missing/damaged panels and sections)**

In-Ground Pool:
Properly repair or replace the torn pool cover. BMC 16.04.050(b)

Lower Covered Porch:
All wires shall be junctioned inside of a junction box which is secured to the structure or appliance and covered with a plate. BMC 16.04.060(b) **(Wires sticking out of siding)**

Replace broken or missing spindles in handrail/guardrail. BMC 16.04.020, BMC 16.04.050(b) and BMC 16.04.060(b)

Enclosed Porch:
Eliminate all unused openings in the electric service panel by installing approved rigid knockout blanks. BMC 16.04.060(b)

Properly repair or replace the latch for the storm/screen door. BMC 16.04.060(a) **(North; latch broken and won't close)**

Provide electrical power to the receptacle so that it functions as intended or properly terminate the receptacle. BMC 16.04.050(c) **(East wall next to South entry storm door)**

Shed:
Properly ground the electrical receptacle. **If the receptacle is on an ungrounded system, it is acceptable to install a 2-pole, ungrounded receptacle, or a GFCI receptacle.** If a GFCI receptacle is installed, mark receptacle with the wording "no equipment ground." BMC 16.04.020(a)(5); 2009 IEC Article 406.3(B)Grounding & 2009 IEC Article 406.3 (D)Replacements **(Inside shed next to entry/North)**

Provide electrical power to the receptacle so that it functions as intended or properly terminate the receptacle. BMC 16.04.050(c) **(GFCI on front of shed)**

Deck:
Provide electrical power to the receptacle so that it functions as intended or properly terminate the receptacle. BMC 16.04.050(c) **(Exterior rated GFCI needed)**

Provide electrical power to the receptacle so that it functions as intended or properly terminate the receptacle. BMC 16.04.050(c) **(GFCI on house siding)**

Required Documents

Furnace Inspection Documentation

Thoroughly clean and service the furnace, inspect and test shut off valves for proper operation. Documentation from a professional HVAC contractor for this service is acceptable and encouraged. Servicing shall include a test for carbon monoxide. Acceptable levels of carbon monoxide are as follows:

Desired level: 0 parts per million (ppm)
Acceptable level in a living space: 9 ppm
Maximum concentration for flue products: 50ppm BMC 16.01.060(f), BMC 6.04.060(b),(c)

The following documents <u>were not provided</u> to the office or reviewed by the inspector within 60 days of the mailing date of the inspection report, and as such a <u>fine will be levied</u>:

Occupancy Affidavit

Provide a completed copy of the Occupancy Affidavit for this Registered Residential Rental property to the inspector for review. BMC 16.03.025.

Requirement to Post Rental Occupancy Permit

When issued, a copy of the new Rental Occupancy Permit shall be posted as required by BMC 16.03.030(d): All rental units shall be required to have a current occupancy permit displayed in an accessible location inside the unit. The permit shall contain the name of the owner and the agent, the occupant load of the unit, the number of bedrooms, the expiration date of the permit, and any variances that have been granted for the property. BMC 16.03.030(c)

Thank you for your cooperation in the Residential Rental Occupancy Permit Program

This is the end of the report

Estimated time for re-inspection:

City of Bloomington
Housing and Neighborhood
Development (HAND)
bloomington.in.gov

401 N Morton ST Suite 130
PO Box 100
Bloomington IN 47404

Phone: (812) 349-3420
Fax: (812) 349-4582
hand@bloomington.in.gov

City Permit #: BHQA2026-0161
Application Date: 8/31/2026

Application For Appeal To The Board of Housing Quality Appeals

Property Address: 3417 E 3rd Street
Parcel Number:

Owner
CHAN, MING
3417 E 3RD STREET
Bloomington IN 47401

Applicant
Ronnie Chen
3108 E Kensington Park Drive
Bloomington 47401

The following conditions must be found in each case in order for the Board to consider the request:

1. That the exception is consistent with the intent and purpose of the housing code and promotes public health, safety, and general welfare.
2. That the value of the area about the property to which the exception is to apply will not be adversely affected.

Requested Variance Type: V

In the space provided below please write a brief narrative regarding your request. Be specific as to what you are requesting, the reason(s) or justification(s) for your request, the amount of time needed to bring the property into compliance, as well as any modifications and/or alterations you are suggesting. The following information must be included dependent upon the type of variance you are requesting:

1. An extension of time to complete repairs. (Petition type: TV)
    i. Specify the items that need the extension of time to complete.
    ii. Explain why the extension is needed.
    iii. Specify the time requested.
2. A modification or exception to the Housing Property Maintenance Code. (Petition type: V)
    i. Specify the code reference number you are appealing.
    ii. Detail why you are requesting the variance.
    iii. Specify the modifications and or alterations you are suggesting.
3. Relief from an administration decision. (Petition type: AA)
    i. Specify the decision being appealed and the relief you are seeking.
4. Rescind a variance. (Petition type: RV)
    i. Detail the existing variance.
    ii. Specify the reason the variance is no longer needed.

Variance Request:

BLOOMINGTON

Angela Van Rooy <angela.vanrooy@bloomington.in.gov>

3417 E 3rd Street Bloomington IN - BHQA2026-0161

2 messages

Ronnie Chen <ronniechen95@gmail.com> Wed, Sep 16, 2026 at 11:58 AM
To: "angela.vanrooy@bloomington.in.gov" <angela.vanrooy@bloomington.in.gov>

Hi Angela,

Thanks for speaking with me on the phone today. This unit was a rental unit prior and now is no longer a rental. Ming is my dad who owns the property and I am his daughter and the family now lives back in the house. Can we please be granted an exception to the rule as this property is no longer a rental.

Thank You,
Ronnie

Angela Van Rooy <angela.vanrooy@bloomington.in.gov> Wed, Sep 16, 2026 at 12:26 PM
To: Ronnie Chen <ronniechen95@gmail.com>

Hi Ronnie,

Thank you for your email. As I mentioned during our call, I will add your email to your BHQA application, which will appear on the October 20, 2026 agenda.

You will receive an email about one week prior to that meeting with a link to the agenda. Please let me know if you have any questions or concerns in the meantime.

Best,
Angela

Angela Van Rooy
Operations Manager, Housing and Neighborhood Development (HAND)
City of Bloomington | 401 North Morton Street
812-349-3505 | bloomington.in.gov

CITY OF BLOOMINGTON

Subscribe to HAND's monthly newsletters:
The HAND Update: Bloomington's neighborhood newsletter
Rental Central: HAND's newsletter for property owners and managers

[Quoted text hidden]

Housing and Neighborhood Development
401 N Morton ST, Bloomington, IN 47404
812-349-3420

Board of Housing Quality Appeals Staff Report

Meeting Date: 10/20/2026
Petition Type: TV
Petition Number: BHQA2026-0164
Address: 1704 S Olive ST
Petitioner: Granite Student Living
Inspector: Steve Tamewitz

Staff Report

- 03/09/2026: Conducted cycle inspection
- 03/26/2026: Mailed inspection report
- 05/28/2026: Agent scheduled reinspection for 06/17/2026
- 06/17/2026: Conducted remaining violations inspection
- 07/09/2026: Mailed remaining violations report
- 09/14/2026: Mailed remaining violations report #2 (failed to schedule)
- 09/25/2026: Received BHQA application

During a cycle inspection of the aforementioned property, violations of the Housing Code were found. The petitioner is seeking an extension of time to install a new window.

Staff Recommendation

GRANT an extension of time.

Conditions:

Complete all repairs and schedule for re-inspection no later than the deadline stated below or this case will be turned over to the City of Bloomington Legal Department for further action including the possibility of fines.

Compliance deadline: 10/22/2026

Attachments: Remaining Violations Report #2, Appeal, Photos

City of Bloomington
Housing and Neighborhood
Development (HAND)
bloomington.in.gov

401 N Morton ST Suite 130
PO Box 100
Bloomington IN 47404

Phone: (812) 349-3420
Fax: (812) 349-4582
hand@bloomington.in.gov

City Permit #: BHQA2026-0164
Application Date: 9/24/2026

Application For Appeal To The Board of Housing Quality Appeals

Property Address: 1704 S Olive ST
Parcel Number: 53-08-09-104-130.000-009

Applicant
Granite Student Living
Dan Robert Forslund
401 e 4th st
Bloomington IN 47408

Owner
DSS Design LLC
1330 Waller St
San Francisco CA 94117

The following conditions must be found in each case in order for the Board to consider the request:

1. That the exception is consistent with the intent and purpose of the housing code and promotes public health, safety, and general welfare.
2. That the value of the area about the property to which the exception is to apply will not be adversely affected.

Requested Variance Type: TV

In the space provided below please write a brief narrative regarding your request. Be specific as to what you are requesting, the reason(s) or justification(s) for your request, the amount of time needed to bring the property into compliance, as well as any modifications and/or alterations you are suggesting. The following information must be included dependent upon the type of variance you are requesting:

1. An extension of time to complete repairs. (Petition type: TV)
    i. Specify the items that need the extension of time to complete.
    ii. Explain why the extension is needed.
    iii. Specify the time requested.
2. A modification or exception to the Housing Property Maintenance Code. (Petition type: V)
    i. Specify the code reference number you are appealing.
    ii. Detail why you are requesting the variance.
    iii. Specify the modifications and or alterations you are suggesting.
3. Relief from an administration decision. (Petition type: AA)
    i. Specify the decision being appealed and the relief you are seeking.
4. Rescind a variance. (Petition type: RV)
    i. Detail the existing variance.
    ii. Specify the reason the variance is no longer needed.

Variance Request:
I am writing to formally request an extension of time regarding a HAND reinspection at 1704 S. Olive Street. The remaining item is a damaged window located in a bedroom. We initially repaired the cracked window pane, believing this would address the citation. Upon inspection, we learned that a full window replacement was necessary. There was a delay due to the tenant restricting access for the vendor, Kipper Construction, to get measurements. Eventually, the vendor successfully gained access to gather information for a replacement window. Unfortunately, when the vendor returned to replace the window, they discovered the window they had ordered was not the correct size. The vendor has since ordered a new window, which should be arriving soon. I am requesting an extension for reinspection on or after October 15, 2026. I am confident we will be able to complete the repair before this time, and I greatly appreciate your consideration.

CITY OF
BLOOMINGTON
HOUSING AND NEIGHBORHOOD DEVELOPMENT

REMAINING VIOLATIONS INSPECTION REPORT (2)
Property was reinspected on 06/17/2026

3708

Owner(s)
DSS Design LLC
1330 Waller ST
San Francisco, CA 94117

Agent(s)
Granite Student Living
401 E 4th St.
Bloomington, IN 47408

Prop. Location: 1702 S Olive ST
Number of Units/Structures: 2/1
Units/Bedrooms/Max # of Occupants: Bld 1: 2/3/3

Date Inspected: 03/09/2026
Primary Heat Source: Electric
Property Zoning: R2
Number of Stories: 2

Inspector: Steve Tamewitz
Foundation Type: Crawl Space
Attic Access: No
Accessory Structure: None

REINSPECTION REQUIRED

This report is your final notice from the Housing and Neighborhood Development Office that this rental property continues to be in violation of the Residential Rental Unit and Lodging Establishment Inspection Program of Bloomington.

If you have made all of the repairs on this report, contact our office immediately to schedule the required re-inspection.

Failure to make repairs or to schedule the required re-inspection will result in this matter being referred to the City Legal Department. Legal action may be initiated against you under BMC 16.10.040

It is your responsibility to contact the Housing and Neighborhood Development Office to schedule the required re-inspection. Our mailing address and telephone number are listed below.

NOTE: All life safety violations in this report have been highlighted.

INTERIOR:

UNIT 1704
2nd LEVEL
Center Bedroom 10-5 x 8-9
Repair the window to be weather tight. BMC 16.04.060(a) **(Top right corner of top sash needs repaired)**

Every window shall be capable of being easily opened and held in position by its own hardware. BMC 16.04.060(b)

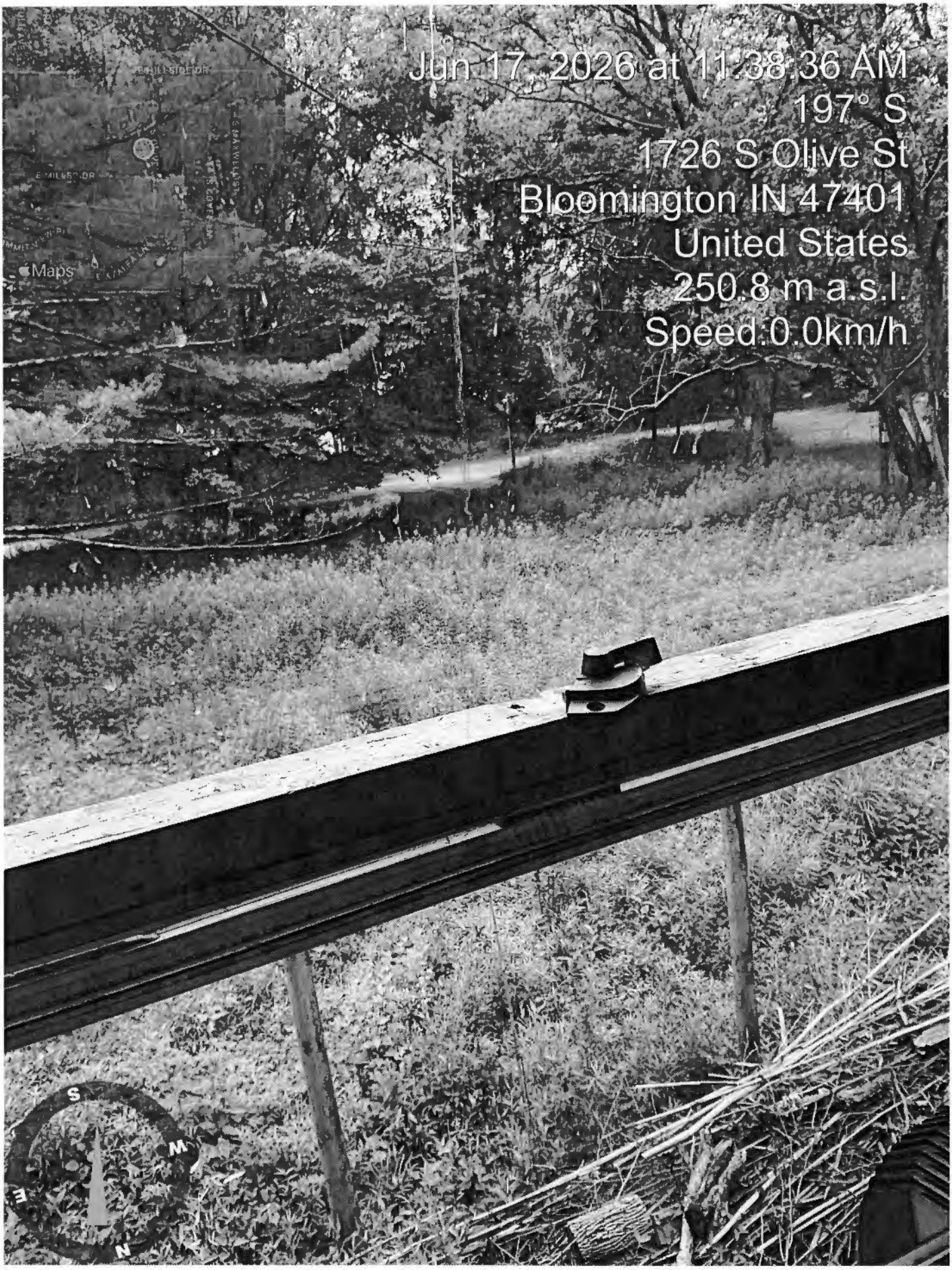
Every window shall have a functioning locking device, window latch and shall be maintained in good condition. Window locks in rental units shall be capable of tightly securing the window and shall be openable without special knowledge or effort. BMC 16.04.060(b)

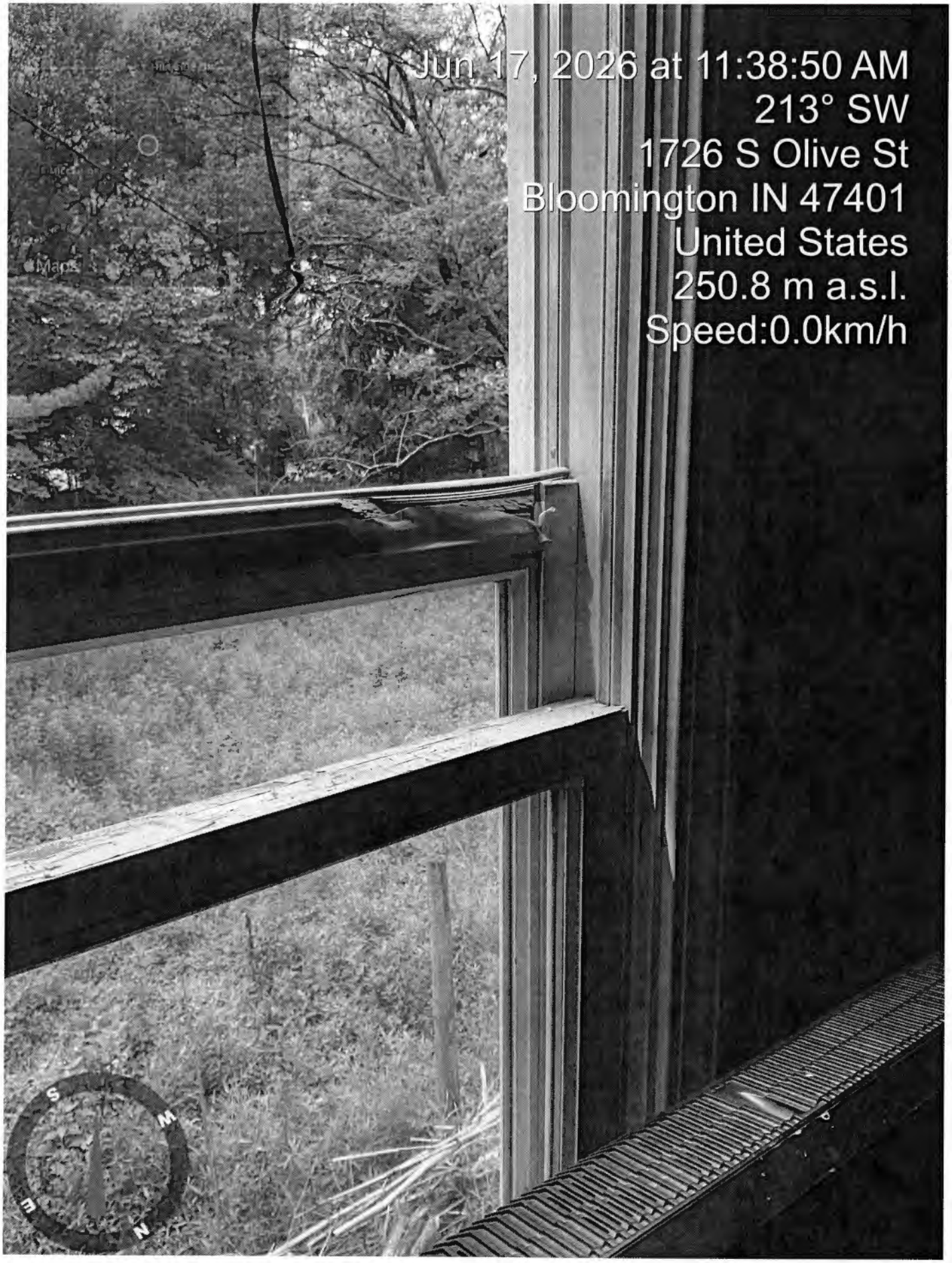
EXTERIOR

Scrape and paint exterior surfaces where paint is peeling or wood is exposed. BMC 16.04.050(c)(e) **(#1702 Rear entry)** This violation has a one-year deadline from the date of the Cycle Inspection.

When issued, a copy of the new Rental Occupancy Permit shall be posted as required by BMC 16.03.030(d): All rental units shall be required to have a current occupancy permit displayed in an accessible location inside the unit. The permit shall contain the name of the owner or his agent and the expiration date of the permit. BMC 16.03.030(c)

Estimated reinspection time: 15 minutes


Jun 17, 2026 at 11:38:36 AM
197° S
1726 S Olive St
Bloomington IN 47401
United States
250.8 m a.s.l.
Speed:0.0km/h
Maps
S
W
E
N


Jun 17, 2026 at 11:38:50 AM
213° SW
1726 S Olive St
Bloomington IN 47401
United States
250.8 m a.s.l.
Speed:0.0km/h
Maps
S
W
N
E

Housing and Neighborhood Development
401 N Morton ST, Bloomington, IN 47404
812-349-3420

Board of Housing Quality Appeals Staff Report

Meeting Date: October 20, 2026
Petition Type: Extension of Time to Complete Repairs
Petition Number: BHQA2026-0172
Address: 1105 S Fairview St Apt H
Petitioner: Mackie Properties/Kathryn Sample
Inspector: Michael Arnold

Staff Report

- July 07, 2026 — Cycle Inspection completed
- August 08, 2026 — Cycle Report sent
- October 01, 2026 — File for Extension of Time
- October 02, 2026 — Scheduled Reinspection

During a cycle inspection of the aforementioned property, violations of the Housing Code were found. The petitioner is seeking an Extension of Time to Complete Repairs. When they started to do repairs, maintenance discovered that Unit H had a bed bug infestation. Unit H has several violations, including smoke detectors not being inter-connected.

Staff Recommendation

Grant the Extension of Time

Conditions:

Complete all repairs and schedule for re-inspection no later than the deadline stated below or this case will be turned over to the City of Bloomington Legal Department for further action including the possibility of fines.

Compliance deadline:

November 03, 2026 for smoke detector violations
January 12, 2027 for all other violations

Attachments: Cycle Report, Application Addendum

City of Bloomington
Housing and Neighborhood
Development (HAND)
bloomington.in.gov

401 N Morton ST Suite 130
PO Box 100
Bloomington IN 47404

Phone: (812) 349-3420
Fax: (812) 349-4582
hand@bloomington.in.gov

City Permit #: BHQA2026-0172
Application Date: 10/1/2026

Application For Appeal To The Board of Housing Quality Appeals

Property Address: 1105 S Fairview ST APT H
Parcel Number: 53-08-05-400-022.000-009

Applicant
Mackie Properties
Kathryn Sample
PO Box 236
Ellettsville IN 47429

The following conditions must be found in each case in order for the Board to consider the request:

1. That the exception is consistent with the intent and purpose of the housing code and promotes public health, safety, and general welfare.
2. That the value of the area about the property to which the exception is to apply will not be adversely affected.

Requested Variance Type: TV

In the space provided below please write a brief narrative regarding your request. Be specific as to what you are requesting, the reason(s) or justification(s) for your request, the amount of time needed to bring the property into compliance, as well as any modifications and/or alterations you are suggesting. The following information must be included dependent upon the type of variance you are requesting:

1. An extension of time to complete repairs. (Petition type: TV)
    i. Specify the items that need the extension of time to complete.
    ii. Explain why the extension is needed.
    iii. Specify the time requested.
2. A modification or exception to the Housing Property Maintenance Code. (Petition type: V)
    i. Specify the code reference number you are appealing.
    ii. Detail why you are requesting the variance.
    iii. Specify the modifications and or alterations you are suggesting.
3. Relief from an administration decision. (Petition type: AA)
    i. Specify the decision being appealed and the relief you are seeking.
4. Rescind a variance. (Petition type: RV)
    i. Detail the existing variance.
    ii. Specify the reason the variance is no longer needed.

Variance Request:
During a maintenance visit to complete required cycle inspection repairs at 1105 S Fairview St, Unit H on 10/1/26, the unit was found to have an active bedbug infestation.
We are requesting an extension of time (TV petition) for all required repairs in Unit H from the cycle inspection report. We kindly request 16 weeks to allow a pest control vendor to inspect the infestation, treat it (multiple treatments), and eradicate the infestation before finalizing repairs and having the property reinspected. The exact treatment timeline is unknown until it is inspected by pest control, but the vendor that we consulted advised requesting 12-16 weeks to allow appropriate treatment time.

BLOOMINGTON

Angela Van Rooy <angela.vanrooy@bloomington.in.gov>

RE: Civic Access Portal Error - BHQA Appeal

Katie Sample <kbaker@mackierentalproperties.com> Fri, Oct 2, 2026 at 10:30 AM
To: Angela Van Rooy <angela.vanrooy@bloomington.in.gov>

Thank you! Additionally, I just noticed that I didn't specify an exact deadline in my request (I asked for 16 additional weeks, but did not state "1/21/27"). Does that need to be revised to state the exact date? I don't have the ability to make changes to the request through the Civic Access Portal.

Katie Sample
Assistant Property Manager
Mackie Properties
1800 West 17th Street, Suite A
Bloomington, IN 47404
Phone: (812) 287-8036
Fax: (812) 287-8133

To the extent this electronic communication or any of its attachments contain information that is not in the public domain, such information is considered by Mackie Properties to be confidential and proprietary. This communication is expected to be read and/or used only by the individual(s) for whom it is intended. If you have received this electronic communication in error, please reply to the sender advising of the error in transmission and delete the original message and any accompanying documents from your system immediately, without copying, reviewing, or otherwise using them for any purpose. Thank you for your cooperation.

[Quoted text hidden]

Cycle Inspection Report

File # 3634

Date Inspected: 07/07/2026

Inspector: Mike Arnold

Owner

CPW Properties LLC
PO Box 628
Smoot WY 83126

Agent

Mackie Properties
PO Box 236
Ellettsville IN 47429

Property Attributes

Address: 1105 S Fairview St
Number of units/structures:10/1
Units/bedrooms/max # of occupants: 10/3/5
Primary heat source: Electric
Foundation type: Basement
Number of stories: 2
Attic access: Yes
Accessory structure(s): None
Property zoning: RM

05/13/2012 This property has been granted a variance from the Indiana State Fire Safety and Building Safety Commission on May 02, 2012 for the egress requirements. Project Name: 1105 S FAIRVIEW ST WINDOWS; Variance Number: 12-05-5.

Monroe County Assessor's records indicate that this structure was built in 1994. These are the minimum requirements for emergency egress for structures of this time built at this time.

Clear Height: 24"
Clear Width: 20"
Openable area: 5.70 sq. ft.
Maximum Sill Height: 44" above the finished floor

NOTE: All life safety violations in this report have been highlighted

Interior

Unit A

General Condition

Repair all smoke detectors in this unit to be interconnected in accordance with the building code in place at the time of construction. IC 22-11-18-3.5 BMC 16.04.060(b)(c)

Lower Level

Hallway

Temperature/pressure relief (TPR) valve discharge tubes:

- shall not be reduced in size from the valve outlet
- shall be rigid galvanized, rigid copper, or any CPVC pipe
- shall not have a threaded discharge end
- drain by gravity
- shall have a minimum 1" air gap where discharging into a sanitary drain, or an approved air break
- shall extend to within 6" of floor. BMC 16.04.060(c)

Bedroom

This room was not accessible at the time of this inspection. This room must be brought into compliance within the same 60-day deadline as the remainder of this property. **This applies even if the tenants do not have access to this area of the property**. BMC 16.03.040

Upper Level

Stairway

Secure the handrail at the top of the stairs. BMC 16.04.060(b)

Front Bedroom

This room was not accessible at the time of this inspection. This room must be brought into compliance within the same 60-day deadline as the remainder of this property. **This applies even if the tenants do not have access to this area of the property**. BMC 16.03.040

Rear Bedroom

This room was not accessible at the time of this inspection. This room must be brought into compliance within the same 60-day deadline as the remainder of this property. **This applies even if the tenants do not have access to this area of the property**. BMC 16.03.040

Bathroom

Could not access the tub at the Cycle Inspection. Provide access to the tub at reinspection. BMC 16.03.040

Unit B

General Condition

Repair all smoke detectors in this unit to be interconnected in accordance with the building code in place at the time of construction. IC 22-11-18-3.5 BMC 16.04.060(b)(c)

Main Level

Kitchen

Replace the missing cabinet front. BMC 16.04.060(a) (Right of the stove)

Replace the missing cabinet pieces. BMC 16.04.060(a) (In front of the sink)

Unit C

General Condition

Repair all smoke detectors in this unit to be interconnected in accordance with the building code in place at the time of construction. IC 22-11-18-3.5 BMC 16.04.060(b)(c)

Lower Level

Bathroom

Replace the missing tub and sink drain stoppers. BMC 16.04.060(c)

Bedroom

This room was not accessible at the time of this inspection. This room must be brought into compliance within the same 60-day deadline as the remainder of this property. **This applies even if the tenants do not have access to this area of the property**. BMC 16.03.040

Main Level

Kitchen

Repair the water pressure to the sink faucet. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks. BMC 16.04.060(c)

Upper Level

Rear Bedroom

Repair the air vent to function as intended. BMC 16.04.060(c) (Tenant request)

This room was not accessible at the time of this inspection. This room must be brought into compliance within the same 60-day deadline as the remainder of this property. **This applies even if the tenants do not have access to this area of the property**. BMC 16.03.040

Unit D

General Condition

Repair all smoke detectors in this unit to be interconnected in accordance with the building code in place at the time of construction. IC 22-11-18-3.5 BMC 16.04.060(b)(c)

Unit E

General Condition

Repair all smoke detectors in this unit to be interconnected in accordance with the building code in place at the time of construction. IC 22-11-18-3.5 BMC 16.04.060(b)(c)

Main Level

Kitchen

Repair garbage disposal to function as intended. BMC 16.04.060(c)

Unit F

Lower Level

Bedroom

Provide operating power to the smoke detector. IC 22-11-18-3.5 (Battery)

Main Level

Deck

Scrape and paint exterior surfaces where paint is peeling or wood is exposed. BMC 16.04.050(c)(e) (exterior door trim)

Living Room

Properly install a weather strip on the entrance door to exclude air infiltration as completely as possible. BMC 16.04.060(a)

Upper Level

Bathroom

Replace the missing tub drain stoppers. BMC 16.04.060(c)

Front BEdroom

Repair/replace/remove the torn window screen. BMC 16.04.060(a)

Unit G

Main Level

Entry

Fueled equipment, including but not limited to motorcycles, mopeds, lawn-care equipment and portable cooking equipment, shall not be stored, operated or repaired within a residential building. BMC 16.04.020(a)(3) (2014 IFC 313.1, 313.2) (Propane tank)

Replace the missing smoke detector. The missing smoke detector was hard wired and must be replaced with a hard wired model. IC 22-11-18-3.5

Kitchen

Every window shall be capable of being easily opened and held in position by its own hardware. BMC 16.04.060(b) (upper sash to close)

Upper Level

Bathroom

Replace the missing tub and sink drain stoppers. BMC 16.04.060(c)

Unit H

General Condition

Repair all smoke detectors in this unit to be interconnected in accordance with the building code in place at the time of construction. IC 22-11-18-3.5 BMC 16.04.060(b)(c)

Lower Level

Main Room

Properly repair and surface coat the damaged portion of the ceiling. BMC 16.04.060(a) (Southeast)

Bathroom

Seal edge of floor covering adjacent to bathtub. BMC 16.04.060(a)

Replace the missing knob on the vanity cabinet door. BMC 16.04.060(a)

Bedroom

Properly repair and surface coat the damaged portion of the ceiling. BMC 16.04.060(a)

Secure the vent cover to the ceiling. BMC 16.04.060(a)

Upper Level

Stairway

Secure the carpeting to the steps. BMC 16.04.060(a) (third step down from top)

Verify the flickering light is not a wiring issue. BMC 16.04.060(b) (Check that bulb is screwed in tightly)

Bathroom

Replace the missing tub and sink drain stoppers. BMC 16.04.060(c)

Clean and service the exhaust fan so that it functions as intended. BMC 16.04.060(c)

Replace the knob on the vanity cabinet door. BMC 16.04.060(a)

East Bedroom

Properly repair and surface coat the hole in the wall. BMC 16.04.060(a)(west wall)

East Bedroom

Properly repair and surface coat the hole in the wall. BMC 16.04.060(a)(behind the door)

Unit I

General Condition

Repair all smoke detectors in this unit to be interconnected in accordance with the building code in place at the time of construction. IC 22-11-18-3.5 BMC 16.04.060(b)(c)

Main Level

½ Bathroom

Secure the loose sink faucet. BMC 16.04.060(c)

Entry

Provide operating power to the smoke detector. IC 22-11-18-3.5 (battery)

Kitchen

Repair garbage disposal to function as intended. BMC 16.04.060(c)

Deck

Scrape and paint exterior surfaces where paint is peeling or wood is exposed. BMC 16.04.050(c)(e) (exterior door trim)

Upper Level

Bathroom

Seal edge of floor covering adjacent to bathtub. BMC 16.04.060(a)

Replace the missing tub drain stoppers. BMC 16.04.060(c)

Front Bedroom

Provide operating power to the smoke detector. IC 22-11-18-3.5 (battery)

Unit J

No Power. Check outlet and interconnection of smoke detectors at reinspection

Main Level

½ Bathroom

Repair the toilet to eliminate unnecessary water use. BMC 16.04.060(c)

Repair/replace the water shutoff to the toilet. BMC 16.04.060(c)

Stairway.

Secure the transition strip at the top of the stairs. BMC 16.04.060(a)

Exterior

Unit J

Replace the deteriorated stair tread(s). BMC 16.04.050(a)

Unit F

Scrape and paint exterior surfaces where paint is peeling or wood is exposed. BMC 16.04.050(c)(e) (Entry door)

Requirement to Post Rental Occupancy Permit

When issued, a copy of the new Rental Occupancy Permit shall be posted as required by BMC 16.03.030(d): All rental units shall be required to have a current occupancy permit displayed in an accessible location inside the unit. The permit shall contain the name of the owner and the agent, the occupant load of the unit, the number of bedrooms, the expiration date of the permit, and any variances that have been granted for the property. BMC 16.03.030(c)

This is the end of the report

Estimated time for reinspection: 1hour

Housing and Neighborhood Development
401 N Morton ST, Bloomington, IN 47404
812-349-3420

Board of Housing Quality Appeals Staff Report

Meeting Date: Oct 20, 2026
Petition Type: AA
Petition Number: BHQA2026-0177
Address: 2900 W Ridge Way
Petitioner: Amanda Corey
Inspector: N/A

Staff Report

- May 8, 2026 — Cycle inspection conducted
- May 21, 2026 — Emailed Cycle Report by request
- May 27, 2026 — Cycle Report Mailed (60 Day Deadline July 26, 2026)
- Jul 14, 2026 — BHQA Application rec'd for exterior work
- Aug 11, 2026 — Remaining violations report sent
- Aug 18, 2026 — BHQA grants request (Deadline Sept 21. 2026)
- Sept 24, 2026 — Reinspection of all items. All complied.

During a cycle inspection of the aforementioned property, violations of the Housing Code were found. The petitioner is seeking relief from an administrative decision for a three year permit. Management claims it was unfamiliar with the extension only applying to items listed on the application. Items that were not were due for reinspection before a July 26, 2026 deadline. A remaining violations report was sent August 11th. Petitioner seeks a five year permit, claiming they are new employees and unfamiliar with the process.

Staff Recommendation

DENY the request.

Conditions:

Permit for three years will be issued.

Compliance deadline: **Immediately.**

Attachments: **N/A**

City of Bloomington
Housing and Neighborhood
Development (HAND)
bloomington.in.gov

401 N Morton ST Suite 130
PO Box 100
Bloomington IN 47404

Phone: (812) 349-3420
Fax: (812) 349-4582
hand@bloomington.in.gov

City Permit #: BHQA2026-0177
Application Date: 10/5/2026

Application For Appeal To The Board of Housing Quality Appeals

Property Address: 2900 W Ridge WAY
Parcel Number: 53-08-06-300-004.000-009

Applicant
Buckingham Companies
Amanda Corey
2900 W Ridge Road
Bloomington IN 47403

The following conditions must be found in each case in order for the Board to consider the request:

1. That the exception is consistent with the intent and purpose of the housing code and promotes public health, safety, and general welfare.
2. That the value of the area about the property to which the exception is to apply will not be adversely affected.

Requested Variance Type: AA

In the space provided below please write a brief narrative regarding your request. Be specific as to what you are requesting, the reason(s) or justification(s) for your request, the amount of time needed to bring the property into compliance, as well as any modifications and/or alterations you are suggesting. The following information must be included dependent upon the type of variance you are requesting:

1. An extension of time to complete repairs. (Petition type: TV)
    i. Specify the items that need the extension of time to complete.
    ii. Explain why the extension is needed.
    iii. Specify the time requested.
2. A modification or exception to the Housing Property Maintenance Code. (Petition type: V)
    i. Specify the code reference number you are appealing.
    ii. Detail why you are requesting the variance.
    iii. Specify the modifications and or alterations you are suggesting.
3. Relief from an administration decision. (Petition type: AA)
    i. Specify the decision being appealed and the relief you are seeking.
4. Rescind a variance. (Petition type: RV)
    i. Detail the existing variance.
    ii. Specify the reason the variance is no longer needed.

Variance Request:



Portal Not Allowing Payment- 2900 W Ridge Way BHAQ Appeal

1 message

Amanda B. Corey <Amanda.Corey@buckingham.com> Wed, Sep 30, 2026 at 11:07 AM To: Eric Sader <hand@bloomington.in.gov>
Cc: Bradford Ridge Leasing <info@bradfordridgeapts.com>

Bradford Ridge Apartments respectfully appeals HAND's administrative decision to issue a three-year occupancy permit following the 2026 cycle inspection. We respectfully request that the Board reconsider and modify this decision and issue the longer occupancy permit term for which the property would otherwise qualify.

This appeal is based on a procedural misunderstanding regarding the 60-day reinspection requirement despite management's good-faith efforts to obtain guidance from HAND and comply with all inspection requirements.

Buckingham Companies has remained the management company throughout this process. At no time was it represented that a new management company had taken over the property. What had changed were key members of the team responsible for the property, including the Property Manager, Maintenance Supervisor, and Regional Manager, none of whom had prior experience with this particular HAND inspection and appeal process.

Prior to the expiration of the 60-day correction period, Property Manager Amanda Corey contacted HAND specifically for guidance because the required handrail repairs could not be completed within the original timeframe. During that communication, Amanda explained that all other inspection items had been completed and asked how to request an extension for the remaining handrail work. She was instructed to submit an appeal explaining what remained incomplete, why additional time was necessary, and to provide supporting documentation demonstrating that the work was in progress.

Based on the guidance provided, management understood that the extension request needed to address the outstanding handrail repairs. Management was not advised that a reinspection of the items that had already been completed needed to occur separately before the expiration of the 60-day period, nor was management advised that the extension request needed to include items that had already been corrected. Had management been advised that a separate reinspection was required before the 60-day deadline, it would have been scheduled immediately.

Management's written communications also demonstrate our efforts to understand and follow HAND's process. On June 2, 2026, Amanda contacted HAND asking whether the reinspection date had been scheduled. HAND responded that the reinspection had not yet been scheduled and advised management to call to schedule the reinspection once the items listed on the report had been corrected.

Management did not learn that its understanding of the reinspection and extension procedure was incorrect until the August 18, 2026 Board hearing. By that time, the original 60-day period had already expired, leaving management no opportunity to correct the procedural misunderstanding within the original deadline.

Bradford Ridge did not disregard the inspection findings or fail to pursue compliance. Management actively worked to correct the identified items, communicated with HAND, obtained contractor documentation regarding the delayed handrail work, requested an extension before the deadline, and attempted to follow the process as it had been explained.

All required repairs have since been completed, and Bradford Ridge achieved **100% compliance at its final HAND inspection**.

Granting the requested relief will not adversely affect the value of the area surrounding the property. All identified deficiencies have been corrected, and Bradford Ridge remains responsible for complying with all applicable property maintenance and safety requirements. The requested relief is also consistent with the intent

and purpose of the Housing Property Maintenance Code because the property has corrected all identified conditions and demonstrated its commitment to maintaining safe and compliant housing.

We are not requesting an exception from any physical maintenance or safety requirement, nor are we requesting additional time to complete repairs. We are requesting reconsideration of the occupancy permit term based upon the documented circumstances surrounding the reinspection process and management's good-faith reliance on the guidance received.

For these reasons, Bradford Ridge respectfully requests that the Board reverse or modify HAND's administrative decision to issue a three-year occupancy permit and authorize the longer occupancy permit term for which Bradford Ridge would otherwise qualify.

Respectfully,

Amanda Corey

Amanda B. Corey | Multi-Site Property Manager
Amanda.Corey@buckingham.com | (812) 299-9424

SHADYOAKVILLAGE.com

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Housing and Neighborhood Development (HAND)
City of Bloomington | 401 North Morton Street
812-349-3420 | bloomington.in.gov/hand

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HAND 6.2.2026 email.pdf
192K

Title 16
RESIDENTIAL RENTAL UNIT AND LODGING ESTABLISHMENT INSPECTION PROGRAM[1]

Chapters:

[1]Editor's note(s)—Ord. No. 12-27, § 1, adopted Nov. 14, 2012, repealed and re-enacted Title 16 in its entirety to read as herein set out. Former Title 16 pertained to housing inspection and derived from Ord. No. 78-56, § 1 (part), 1978; Ord. No. 78-86, § 8, 1978; Ord. No. 79-17, § 1 (part), 1979; Ord. No. 79-19, § 1 (part), 1979; Ord. No. 81-97, § 1, 1981; Ord. No. 86-19, §§ 16, 19, 1986; Ord. No. 88-40, § 1, 1988; Ord. No. 90-51, § 2, 1990; Ord. No. 93-41, §§ 12, 13, 1993; Ord. No. 97-06, §§ 37—45, 1997; Ord. No. 98-09, §§ 2—4, 1998; Ord. No. 03-08, §§ 1 (part), 2, 2003; Ord. No. 03-25, §§ 9—11, 2003.

Chapter 16.01 ORDINANCE FOUNDATION

Sections:

16.01.010 Title.

This title shall be known, cited and referenced to as the "Residential Rental Unit & Lodging Establishment Inspection Program" title.

(Ord. No. 12-27, § 1, 11-14-2012)

16.01.020 Authority.

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

(Ord. No. 12-27, § 1, 11-14-2012)

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, 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.

(Ord. No. 12-27, § 1, 11-14-2012)

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.

(Ord. No. 12-27, § 1, 11-14-2012)

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.

(Ord. No. 12-27, § 1, 11-14-2012)

16.01.060 Applicability.

(a) The owner, and/or their agent or designee, 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 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~~ equivalent knowledge or skills, to render a determination on strength, stability, or proper operation within a residential rental unit or lodging establishment.

(Ord. No. 12-27, § 1, 11-14-2012)

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 in any way 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 Indiana Code Section 35-44-1-3; nor shall such officer or employee engage in any work that conflicts with their official duties or with the interests of the City.

(Ord. No. 12-27, § 1, 11-14-2012)

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.

(Ord. No. 12-27, § 1, 11-14-2012)

Chapter 16.02 DEFINITIONS

Sections:

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.

(Ord. No. 12-27, § 1, 11-14-2012)

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.

16.02.021 Accessory structure.

"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.

16.02.022 Carbon monoxide detector.

"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.

16.02.023 Complaint inspection

"Complaint inspection" means an inspection of a residential rental unit prior to the expiration of an ~~occupancy~~rental 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.

16.02.024 Condominium.

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

16.02.025 Cycle Inspection.

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

16.02.026 Director.

"Director" means the director of the Housing and Neighborhood Development Department or their~~his~~ designee(s).

16.02.027 Dwelling unit.

"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.

16.02.028 Equipment.

"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 (two hundred fifty dollars or more for budget purposes); and

(4) It does not lose its identity through incorporation into a different or more complex unit or substance.

16.02.029 Exterior property.

"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.

16.02.030 Family.

"Family" has the same definition as found in Bloomington Municipal Code's Unified Development Ordinance. ~~Section 20.11.020.~~

16.02.031 Fuel.

"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."

16.02.032 Garbage.

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

16.02.033 HAND department or HAND.

"HAND department" or "HAND" means the housing and neighborhood development department.

16.02.034 Infestation.

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

16.02.035 Inoperable Vehicle.

"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.

16.02.036 Let for occupancy or let.

"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.

16.02.037 Lodging establishment.

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

16.02.038 Multi-family dwelling.

"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. The term "multi-family dwelling" shall not include condominiums.

16.02.039 Occupant.

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

16.02.040 Off-Cycle inspection.

"Off-cycle inspection" means an inspection of a residential rental unit prior to the expiration of a ~~occupancy~~rental permit that is initiated because the director believes he 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.

16.02.041 Organization.

"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.

16.02.042 Owner.

"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.

16.02.043 Owner occupied short term rental property.

"Owner occupied short term rental property" means property that is the owner's primary residence and is offered to the public as a short term rental.

16.02.044 Pest.

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

16.02.045 Premises.

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

16.02.046 Residential rental unit.

"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 the county;

(4) Occupancy in a lodging establishment or short term rental, except as provided for elsewhere in this title;

(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;

(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; and

(9) Cooperative housing arrangements.

16.02.047 Rooming house/single-room occupancy.

~~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.

16.02.048 Rubbish.

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

16.02.049 Short term rental.

"Short term rental" means the rental of:

A single family home;

A dwelling unit in a single family home;

A dwelling unit in a two-family or multifamily dwelling; or

A dwelling unit in a condominium, cooperative, or time share;

for terms of less than thirty (30) days at a time through a short term rental platform. The term includes a detached accessory structure, including a guest house, or other living quarters that are intended for human habitation, if the entire property is designated for a single family residential use. The term does not include property that is used for any nonresidential use.

16.02.050 Short term rental platform.

"Short term rental platform" means an entity that provides a platform through which unaffiliated parties offer to rent a short term rental to an occupant, and collects consideration for the rental from the occupant.

16.02.051 Single-family detached home.

"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.

16.02.052 Smoke detector.

"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.

16.02.053 Tenancy agreement.

"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.

16.02.054 Tenant.

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

16.02.055 Workmanlike.

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

(Ord. No. 12-27, § 1, 11-14-2012)

Chapter 16.03 ADMINISTRATION OF RESIDENTIAL RENTAL UNITS

Sections:

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.

(Ord. No. 12-27, § 1, 11-14-2012)

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 contact information (mailing address, phone number or email address) it shall be his 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.

(Ord. No. 12-27, § 1, 11-14-2012)

16.03.025 Occupancy affidavit.

(a) No owner of a residential rental unit containing ~~up to~~ four (4) or less dwelling units per building shall let for occupancy or let any such dwelling unit without first completing and maintaining a fully executed occupancy affidavit for said dwelling unit on the form so provided by the HAND department.

(b) For each dwelling unit, each occupancy affidavit shall include the name of each occupant. The owner or agent shall execute the occupancy affidavit based upon personal knowledge and only after reasonable inquiry with respect to the information contained therein. Each tenant shall also sign the occupancy affidavit and affirm that information contained therein is true and accurate.

(c) For each dwelling unit, the owner or agent shall complete an updated occupancy affidavit and each tenant shall sign the same, as set forth above, within fifteen calendar days from the date of any change in the occupancy in the dwelling unit. The owner of the residential rental unit shall retain completed occupancy affidavits until the date of any further change in the occupancy in the dwelling unit. The owner of a residential rental unit shall produce and permit inspection of an occupancy affidavit during any HAND inspection, or upon request by the city.

(d) For residential rental properties containing more than four dwelling units, the requirement to complete and maintain a fully executed occupancy affidavit is waived unless a complaint is made about occupancy concerning the residential rental unit.

(e) Any residential rental unit that is subject to this section but has received from the board of housing quality appeals a variance from having to obtain a ~~n occupancy~~ rental permit under this title must still fully comply with this section of this title.

(Ord. No. 21-30, § I, 6-16-2021)

16.03.030 ~~Occupancy~~ Rental 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~~rental permit or temporary ~~occupancy~~rental permit from the HAND department.

(b) No ~~occupancy~~rental 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~~rental 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~~rental permit in an accessible location inside said unit.

(e) ~~Occupancy~~Rental 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 apply to receive a three-year ~~occupancy~~rental permit ~~if the criteria listed below apply~~following the process outlined below:

(A) The owner must have registered the residential rental unit with the HAND department in accordance with Section 16.03.020, or if already registered, ensure the HAND department has the most updated registration form on file;

(~~A~~B) ~~If t~~The owner ~~fails to~~ must schedule a cycle inspection prior to the expiration of the residential rental unit's current ~~occupancy~~rental permit; ~~or~~

(~~B~~C) 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~~must have the residential rental unit reinspected and found in compliance with this title within fourteen (14) days to correct violations under Sections 16.04.05(b) and 16.04.06(b) under this title, and within sixty (60) days for all other violations under this title, 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~~D) ~~If t~~The owner ~~fails to~~must satisfy all outstanding fee assessments issued under this title within thirty (30) days from the date of billing.

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

(A) The owner must have an up-to-date registration on file with the HAND department in accordance with Section 16.03.020.

(~~A~~B) The residential rental unit previously had a three-year ~~occupancy~~rental 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 fourteen (14) days to correct violations under Sections 16.04.05(b) and 16.04.06(b) under this title, and within sixty (60) days for all other violations under this title, ~~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 (30) days from the date of billing; or

(~~B~~C) 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 (30) days from the date of billing.

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

(A) The owner must have an up-to-date registration on file with the HAND department in accordance with Section 16.03.020.

(~~A~~B) 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~~rental 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~~C) The residential rental unit's prior ~~occupancy~~rental 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 fourteen (14) days to correct violations under Sections 16.04.05(b) and 16.04.06(b) under this title, and within sixty (60) days for all other violations under this title, ~~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 (30) days from the date of billing.

(Ord. No. 12-27, § 1, 11-14-2012)

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~~rental permit to establish compliance with this title. Properties scheduled to be inspected more than six months prior to the expiration of the current ~~occupancy~~rental permit shall receive a new ~~occupancy~~rental 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, but after all construction on the units to be occupied have been completed. Limited Saturday cycle inspection scheduling is available on a first come first serve basis for newly constructed residential rental units and premises from ~~July~~ June 1st through August 31st ~~September 30th~~ of each year, or at the discretion of the director and availability of HAND staff.

(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. Failure to schedule may be treated as a failed inspection.

(f) The owner shall notify the tenant(s) of all scheduled inspections and reinspections of a residential rental unit. Failure to notify the tenant(s) may be treated as a failed inspection.

(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 may treat the visit as a failed inspection, and shall not inspect the residential rental unit without first obtaining a warrant in accordance with the laws of the state.

(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.

(Ord. No. 12-27, § 1, 11-14-2012; Ord. 15-13, § 1, 7-1-2015)

~~**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.~~ ¶

~~(Ord. No. 12-27, § 1, 11-14-2012)~~¶

~~**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 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. ¶~~

~~(Ord. No. 12-27, § 1, 11-14-2012)¶~~

16.03~~.080~~070 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~~070(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 city 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 thirty percent 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 twenty-five (25%) percent 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 twenty-five percent fee reduction.

(7) In recognition of the additional burden vacant properties place on City enforcement officers, a vacancy fee of $500 shall be charged to the owner if a single-family detached home remains vacant after one (1) calendar year. Appeals regarding good-faith attempts to fill the units shall follow the appeals process outlined in Section 16.10.050. The fee shall increase by twenty-five percent (25%) each year it remains vacant, not to exceed $2,500. The amount of the fee shall be rounded up to the nearest dollar for convenience in calculation.

(c) Effective January 1, ~~2013~~2027, the fees for inspections shall be as follows:

Single-family detached homes	$~~75~~105.00
Rooming houses - each building	~~60~~80.00
+ each bathroom	~~15~~30.00
Condominiums	~~75~~105.00
Multi-family dwellings - each building	~~60~~80.00
+ each unit	~~15~~30.00
Lodging establishments	Complaint Only
2nd & subsequent reinspection fee	~~65~~150.00

(d) Effective January 1, ~~2014~~2028, the fees for inspections shall be as follows:

Single-family detached homes	$~~85~~115.00
Rooming houses - each building	~~60~~80.00
+ each bathroom	~~25~~40.00
Condominiums	~~85~~115.00
Multi-family dwellings - each building	~~60~~80.00
+ each unit	~~25~~40.00
Lodging establishments	Complaint Only
2nd & subsequent reinspection fee	~~70~~175.00

(e) Effective January 1, ~~2015~~2029, the fees for inspections shall be as follows:

Single-family detached homes	$~~95~~125.00
Rooming houses - each building	~~70~~90.00
+ each bathroom	~~25~~40.00
Condominiums	~~95~~125.00
Multi-family dwellings - each building	~~70~~90.00
+ each unit	~~25~~40.00
Lodging establishments	Complaint Only
2nd & subsequent reinspection fee	~~70~~200.00

(f) Annual updates of the fees, beginning on January 1, ~~2015~~2030, 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 this title are not offset by the amount of fees generated by this title. Additionally, at no time

may the board of public works increase a fee by more than ten percent; if HAND feels as though a fee increase of greater than ten percent is required, said fee increase shall require approval by the city common council. All fee increases shall be reasonably related to the cost of administering and enforcing the provisions of this title.

(g) The fee for Saturday inspections under Section 16.03.040(b) shall be assessed at one and one half (1.5) times the regular weekday rate for inspections.

(Ord. No. 12-27, § 1, 11-14-2012; Ord. 15-13, § 2, 7-1-2015)

Chapter 16.04 PROPERTY MAINTENANCE

Sections:

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.

(Ord. No. 12-27, § 1, 11-14-2012)

16.04.020 Codes.

(a) Pursuant to Indiana Code Section 36-7-2-9, the city is legally responsible for ensuring compliance with the state 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 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 ~~[~~Section~~]~~ 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.

(Ord. No. 12-27, § 1, 11-14-2012)

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.

(Ord. No. 12-27, § 1, 11-14-2012)

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.

(Ord. No. 12-27, § 1, 11-14-2012)

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 States Environmental Protection Agency or the state 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.

(Ord. No. 12-27, § 1, 11-14-2012)

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 States Environmental Protection Agency or the state department of environmental management.

(Ord. No. 12-27, § 1, 11-14-2012)

16.04.070 Duct systems.

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

(Ord. No. 12-27, § 1, 11-14-2012)

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.

(Ord. No. 12-27, § 1, 11-14-2012)

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 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.

(Ord. No. 12-27, § 1, 11-14-2012)

16.04.100 Display of address.

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

(Ord. No. 12-27, § 1, 11-14-2012)¶

¶

Chapter 16.05 LODGING ESTABLISHMENTS

Sections:

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~~City, ~~the~~ county, and the state.

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

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

(Ord. No. 12-27, § 1, 11-14-2012)

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 or complaint ~~of~~from 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.

(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.

(Ord. No. 12-27, § 1, 11-14-2012)

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.

(Ord. No. 12-27, § 1, 11-14-2012)

Chapter 16.06 SHORT TERM RENTALS

Sections:

16.06.010 Compliance with local and state laws.

(a) Any owner of a short term rental shall at all times comply with all sanitary laws and regulations of the City, county, and the state.

16.06.020 Permits; application requirements.

(a) To obtain a short term rental permit, the owner must provide the following information for each property:

(1) The owner's name, street address, mailing address, electronic mail address (if applicable), and telephone number. If the owner is a corporation, partnership, or other legal entity, the application must require the:

(A) owner's state of incorporation or organization; and

(B) names, residence addresses, and telephone numbers of the owner's principal officers or partners.

(2) If a property manager is used, the property manager's name, street address, mailing address, electronic mail address (if applicable), and telephone number.

(3) A short description of how each of the owner's short term rentals on the property are marketed or advertised, including the following:

(A) The advertised occupancy limits of each short term rental.

(B) Whether the short term rental is:

(i) a single family home;

(ii) a dwelling unit in a single family home;

(iii) a dwelling unit in a two-family or multifamily dwelling; or

(iv) a dwelling unit in a condominium, cooperative, or time share.

(C) A permit application must be made by an owner. If the owner is a corporation, partnership, or other legal entity, the permit application must be made by an officer or agent of the owner.

(b) Subject to Section 16.06.050, if an owner submits a permit application under this section that meets the requirements set forth, the City shall issue a permit to the owner within thirty (30) days of receipt of the application.

(c) If an owner sells all or part of a permitted property, the permit may not be transferred to the new owner. The new owner must submit an application for a new permit.

(d) Owners may request an inspection with HAND. Such inspection shall be on a first-come, first-serve basis, and will be at a discounted rate determined by HAND.

16.06.030 Duty to update permit information.

(a) If any information provided by an owner in the permit application changes, the owner shall provide updated information to the unit in writing within thirty (30) business days.

16.06.040 Expiration; permit fees.

(a) A permit expires one (1) year after the date the permit is issued.

(b) The cost of the permit is one hundred fifty dollars ($150), for each of the following:

(1) An initial permit issued to an owner for the permitted property.

(2) The issuance of a subsequent permit to an owner for the permitted property after the owner's previous permit has been revoked.

(c) The owner shall provide notice in writing within thirty (30) business days of the permit expiration of their intent to renew their permit. Such notice shall include any updates to permit information, or confirmation that the permit information has not changed, and the address of the short term rental.

16.06.050 Revocation of a permit; notice and hearing.

(a) If three (3) or more citations for ordinance violations are issued to an owner for a permitted property within a calendar year, the City may revoke the permit for that permitted property for a period of not more than one (1) year after the date the permit is revoked.

(b) If the City revokes the permit, the owner has the opportunity to appeal to the board of housing quality appeals as outlined in Section 16.10.050 of this title.

(c) An owner may apply for a permit for a short term rental for which a previous permit of the owner was revoked by the City. However, a new permit may not be issued until any outstanding fines are paid for ordinance violation citations issued to the owner with regard to the use of the short term rental or any other outstanding ordinance violations of Bloomington Municipal Code.

16.06.060 Unregistered short term rentals.

(a) An owner shall not rent a short term rental without obtaining a valid permit from the City.

(b) Each short term rental transaction that the short term rental provider completes without a short term rental permit constitutes a separate violation of this section.

16.06.070 Restrictions on short term rental usage; enforcement.

(a) The following uses are prohibited from being used as short term rentals:

(1) To house sex offenders;

(2) To operate a structured sober living home;

(3) To manufacture, exhibit, distribute, or sell illegal drugs, liquor, pornography, or obscenity;

(4) To operate an adult entertainment establishment (as defined in I.C. § 12-7-2-1.8).

(b) Any housing exempted from the requirements of this title under Section 16.02.046(1) or (2) is prohibited from registering as a short term rental.

(c) Any violations of this chapter shall be subject to enforcement under Chapter 16.10.

Chapter 16.10 ENFORCEMENT, PENALTIES, APPEALS AND VARIANCES

Sections:

16.10.010 Authority.

The director, and ~~his~~ their designees, are the designated enforcement officials with full authority to investigate, conduct inspections, accept registration forms, issue ~~occupancy~~rental permits, issue reports, and secure remedies, including but not limited to fines and injunctive relief for any violation of this title.

(Ord. No. 12-27, § 1, 11-14-2012)

16.10.020 Penalties and remedies for violations.

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

(1) Any provision or requirement of this title;

(2) Any condition, requirement or commitment established with the approval of a variance issued by the board of housing and quality appeals or the state fire prevention and building safety commission; or

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

(b) Any violation, as defined in Section 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~~ their 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;

(6) Temporary or permanent revocation of rental permit(s); and/or

(~~6~~7) ~~Other~~ Any 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 this title shall be made or accomplished in accordance with the procedures and provisions with the codes listed in ~~[Section]~~ 16.04.020(a).

(f) The ~~city~~ 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)~~this Title; and to prevent, enjoin, abate, remove, or correct any violation of, or noncompliance with, this ~~title~~Title.

~~(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~~g) 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.

(jh) 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.

(Ord. No. 12-27, § 1, 11-14-2012)

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 $2,500.00 for each such violation, in addition to any and all other remedies available to the ~~city~~City, except where a lesser fine is specified herein.

(b) The following violations of this title 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 and 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 and 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 Section 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
Failure to timely maintain and/or knowing, intentional, reckless, or negligent completion of an incorrect occupancy affidavit	Flat fine not to exceed $500.00

(Ord. No. 12-27, § 1, 11-14-2012; Ord. No. 21-30, § II, 6-16-2021)

16.10.040 Enforcement procedure.

(a) If the director finds that any violation of this title is occurring, or has occurred, notice shall be given to the responsible party. For purposes of this title 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~~include the following:

(1) ~~Include a~~A description of the residential rental unit or lodging establishment sufficient for identification;

(2) ~~Include a~~A statement of the violation(s) and why the notice is being issued;

(3) ~~Include a~~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) Informing the owner of the residential rental unit, ~~or~~ lodging establishment, or short term rental of ~~his~~ their right to an appeal;

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

(1) Delivered personally;

(2) Sent by certified or first-class mail addressed to the last known address of the responsible party;

(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 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 a~~n occupancy~~rental 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 this title, 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 this title, 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~~rental permit; and/or

(2) Any and all penalties and remedies listed in Section 16.~~09~~10.020.

(Ord. No. 12-27, § 1, 11-14-2012)

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 or short term rental, 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~~Title 2 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 appropriate state governing body.~~fire prevention and building safety commission.~~

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

(Ord. No. 12-27, § 1, 11-14-2012)

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 ~~[~~Section~~]~~ 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 ~~[~~Section~~]~~ 16.04.020 may file for a variance with the appropriate state governing body.~~fire prevention and building safety commission.~~

(Ord. No. 12-27, § 1, 11-14-2012)