

ORDINANCE NO. 167, 2<sup>ND</sup> SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA,  
AMENDING CITY CODE TITLE XV: “LAND USAGE”, CHAPTER 150  
“BUILDING REGULATIONS; CONSTRUCTION” BY MODIFYING THE TITLE  
AND ADDING NEW SECTIONS ON “RENTAL HOUSING”

THE CITY COUNCIL OF THE CITY OF WINDOM ORDAINS:

WHEREAS, the City of Windom wants to ensure that the conditions of rental housing units in Windom comply with life, health and safety standards necessary to safeguard the general welfare of the residents of these units and the surrounding properties; and

WHEREAS, it is necessary that the City adopt an ordinance governing “rental housing” within the city limits; and

WHEREAS, the Planning Commission has reviewed the language for a proposed “rental housing” ordinance and recommended its adoption by the City Council; and

WHEREAS, it is in the best interests of the citizens of Windom that Title XV: “Land Usage”, Chapter 150 “Building Regulations; Construction” of the Windom City Code be amended to modify the title of this Chapter and to add new sections on “rental housing” as set forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, ORDAINS:

THE CITY CODE OF THE CITY OF WINDOM IS HEREBY AMENDED BY REMOVING THE CURRENT TITLE FOR CHAPTER 150 AND REPLACING IT WITH THE FOLLOWING:

“CHAPTER 150 ‘BUILDING REGULATIONS AND RENTAL HOUSING’”

THE CITY CODE OF THE CITY OF WINDOM IS HEREBY FURTHER AMENDED BY INSERTING THE FOLLOWING SECTIONS IN TITLE XV: “LAND USAGE”, CHAPTER 150 “BUILDING REGULATIONS AND RENTAL HOUSING”:

***RENTAL HOUSING***

**§ 150.50 PURPOSE.**

The purpose of this ordinance is to ensure that the conditions of rental housing units in Windom comply with life, health and safety standards necessary to safeguard the general welfare of the residents of these units and the surrounding properties. The general objectives include, but are not limited to, the following:

- (A) To maintain the character, integrity, and stability of rental housing units within the City;
- (B) To correct and prevent rental housing conditions that adversely affect or are likely to adversely affect the life, safety, general welfare and health of persons occupying rental housing units

within the City of Windom;

(C) To assist in enforcing minimum standards for cooking, heating, and sanitary equipment necessary for the health and safety of the occupants of rental housing units;

(D) To assist in enforcing minimum standards of light and ventilation necessary for health and safety;

(E) To prevent overcrowding of rental housing units;

(F) To assist in enforcing minimum standards for the maintenance of rental housing units to prevent slums and blight;

(G) To preserve the value of land and buildings throughout the City.

**§ 150.51 INTENT.**

It is the intent of this Ordinance to establish a permanent mode of protecting and regulating the living conditions of the residents of the City who rent/lease rental housing units and to provide a means for imposing license fees to help the City defray the costs necessary for rental housing inspections and enforcement of this Ordinance.

**§ 150.52 DEFINITIONS.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**BUILDING.** Any structure, other than a rental dwelling, that contains multiple rental units.

**DWELLING.** Any structure which is wholly or partly used or intended to be used by human occupants for living, sleeping, cooking, eating and sanitation purposes (“residential purposes”).

**DWELLING UNIT.** Any room or group of rooms located within a dwelling or building and forming a habitable space to be used by human occupants for residential purposes.

**EGRESS.** A safe means of escape.

**HABITABLE SPACE.** A space in a building for living, sleeping, eating or cooking with a ceiling height of not less than 6’ 8”. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces.

**IMMEDIATE FAMILY MEMBER.** A spouse, child, sibling, a parent, grandparent, or grandchild. This includes stepparents, stepchildren, stepsiblings, and adoptive relationships.

**PROPERTY.** Any rental dwelling or building on one parcel, or any group of buildings located on the same parcel of land which is owned by the same individual(s) or entity, or buildings physically and permanently attached to one another that may or may not be on the same parcel of land and are owned by the same individual(s) or entity.

**RENTAL DWELLING.** Any dwelling rented or offered for rent by any person or entity to any other person or persons for use for residential purposes.

**RENTAL HOUSING.** All rental dwellings and buildings in the city limits of Windom, Minnesota, that are rented or offered for rent by the owners to other persons for residential purposes.

**RENTAL UNIT or RENTAL HOUSING UNIT.** Any dwelling unit rented or offered for rent by any person or entity to any other person or persons for use for residential purposes. "Rental Unit" does not include rooms or units in rest homes, convalescent homes, nursing homes, hotels, motels, dormitories or facilities licensed by the State of Minnesota as institutional occupancies.

### **§ 150.53 HEALTH AND SAFETY.**

(A) *Building Exterior.* The exterior of the rental dwelling/building shall be in reasonable repair and have adequate roofing and siding material to prevent air and water from leaking into the rental dwelling/building.

(B) *Identification.* Street address numbers shall be displayed on the front of the rental dwelling/building so they are visible from the street. Individual units shall have the unit number displayed on the main entrance to the unit.

(C) *Electrical Requirements.* Electrical equipment shall be fully functional and in safe operating condition. Outlets, switches and junction boxes shall have proper sized cover plates securely attached. Any hard-wired light fixture, both interior and exterior, must be securely fastened to an approved electrical box. Temporary wiring, drop cords or extension cords shall not be used in lieu of permanent wiring. Outlets in bathrooms, kitchen, garages and outdoors shall be GFI (Ground-fault interrupters). The owner shall provide an adequate electrical service. Electric service panels shall be unobstructed.

(D) *Exits.* Each unit shall have two (2) exits. These exits can be any combination of doors leading directly to the exterior or public hallways and egress windows. All sleeping rooms shall have an egress window or door that leads directly to the exterior of the rental dwelling/building. Egress windows shall be sized according to the Minnesota Building Code in effect at the time of inspection.

(E) *Doors.* All doors shall be equipped with panic hardware or knobs that are operable from inside the rental dwelling or rental unit without keys or tools. Exterior doors shall be properly fitted and sealed to prevent air and water from leaking into the rental dwelling/building, and have locks

installed for privacy and security.

(F) *Windows*. Windows shall be properly fitted and sealed to prevent air and water from leaking into the rental dwelling/building; broken windows shall be repaired or replaced and not boarded over. Egress windows shall be properly sized and shall operate freely and easily from the inside of the rental dwelling/building.

(G) *Hallways*. Owners shall not place or install any fixtures, furniture, appliance or similar obstructions in public hallways that are part of an emergency exit. Tenants shall keep public hallways free of obstructions and personal property.

(H) *Fire Extinguishers of Type ABC*. The owner:

(1) Shall equip each rental dwelling/building either with a 10 lb. extinguisher in each unit or one (1) 20 lb. extinguisher in a common area on each floor of the rental dwelling/building.

(2) Shall be responsible for the annual inspection and tagging of each such fire extinguisher by a certified professional.

(I) *Garbage*. The owner(s) of a rental property consisting of more than four rental units shall provide garbage collection containers or dumpsters and recycling containers adequate to accommodate all garbage and recyclables generated by each rental unit. Tenants, whether in rental dwellings or buildings, shall not allow garbage, rubbish, debris, or recyclables to accumulate inside or outside of their units and shall keep their units reasonably clean and sanitary.

(J) *Heating Units*. All heating units shall be fully functional, properly vented, and be capable of maintaining all habitable rooms at 68 degrees Fahrenheit. Intake and exhaust openings shall have proper clearance and be unobstructed. Portable electric heating units and stoves shall not be used as a permanent source of heat and non-vented fuel-burning heaters are strictly prohibited.

(K) *Mold, Rodents and Insects*. Mold, rodent and insect infestations shall be promptly eliminated by the owner and the rental unit shall then be kept mold and infestation free by the tenant.

(L) *Plumbing*. Plumbing systems shall be properly maintained by the owner free of leaks and fully functional and shall provide hot and cold water to all sinks, tubs and showers and cold water to all toilets. Plumbing vents shall be fully functional and unobstructed.

(M) *Water Heaters*. All water heaters shall be fully functional, properly vented if using gas, and shall be equipped with a fully-functional relief valve with a discharge line to within 18 inches of the floor.

(N) *Sanitary Sewer.* Sanitary sewer systems shall be properly maintained, fully functional and properly connected to every toilet, sink, tub and shower.

(O) *Clothes Dryers.* Clothes dryers, where provided by either the property owner or tenant, shall be properly vented. Vents shall be clean and unobstructed.

(P) *Utility Meters.* Gas, water, and other utility meters shall be unobstructed.

(Q) *Smoke Detectors.* Smoke detectors shall be fully functional and installed on every level of a rental unit, in every sleeping room, access point leading to sleeping rooms, public hallways and stairwells. Tenants shall not remove batteries from or otherwise disable, remove or destroy any such detector. Such action could be subject to criminal penalty pursuant to Minnesota Statutes § 299F.362(6)(b) as it may be amended from time to time.

(R) *Carbon Monoxide Detectors.* Carbon monoxide detectors shall be provided by the owner, shall be installed within 10 feet of the entrance of all sleeping rooms, and shall be maintained in fully-functional condition. Tenants shall not remove batteries from or otherwise disable, remove or destroy any such detector pursuant to Minnesota Statutes § 299F.51(4) as it may be amended from time to time.

(S) *Exterior Illumination.* Parking lots, sidewalks and exterior stairs shall be sufficiently illuminated for safety and security.

(T) *Accessibility.* Buildings required to be handicap accessible shall maintain all accessible features and systems.

#### **§ 150.54 MAXIMUM DENSITY**

(A) *Maximum Density.* The maximum permissible occupancy of any rental unit shall be determined as follows.

(1) For the first occupant, 150 square feet of habitable space and for every additional occupant thereof at least 100 square feet of habitable space.

(2) Every rental unit shall be equipped with at a minimum:

(a) One sink and one shower/tub with hot and cold water.

(b) Kitchen with food storage and food preparation areas including space and hook-ups for a stove/oven and refrigerator/freezer. Small electric appliances, such as hot plates or crock pots, shall not be substituted for a stove/oven.

(c) One toilet with cold water.

(d) Sleeping areas for all tenants. Single occupant bedrooms shall be a minimum of 70 square feet. Every bedroom occupied by more than one person shall have a minimum of 50 square feet for each occupant.

### **§ 150.55 LICENSING**

(A) Every person, firm, corporation or entity who owns a residential property in Windom and rents that property to another person shall be required to obtain a Rental License from the City on a form provided by the City.

(B) Property owners must fill out and submit a Rental License Application and pay the initial application fee. After the City receives the application and payment, inspections will be scheduled and conducted. Rental units that pass inspections will receive a certificate of compliance. Rental properties will receive a rental license once all units pass inspection.

(C) All existing and future rental properties must be individually licensed, regardless of ownership.

(D) The license will be valid for a three-year period. An application for renewal of the license must be submitted between January 1<sup>st</sup> and March 31<sup>st</sup> of the renewal year.

(E) After adoption of the rental housing ordinance by the City Council, all properties converted to or constructed as new rental units must be inspected and licensed prior to being occupied.

(F) Complaints: Upon receipt of a complaint and verification that a rental property is not licensed, the City shall notify the property owner of record in writing that the owner has 60 days to comply with this ordinance and obtain a rental license or cease rental operations. If the owner fails to obtain a rental license within said 60 days, the owner shall pay the City a daily fine per rented unit. The daily fine shall commence immediately on the expiration of the 60 days and continue until the unit(s) is either vacated or the owner obtains a rental license. A rental license will not be issued until all fines are paid. Fines will be established by Resolution of the City Council.

### **§ 150.56 INSPECTIONS**

(A) All rental properties shall be required to have an inspection of each rental unit completed by the City of Windom prior to a license being issued or renewed.

(B) An initial inspection of the rental property will be scheduled following submission of a rental license application by the owner.

(C) At the time of renewal of a rental license, an inspection of the rental property will be scheduled and shall be conducted between January 1<sup>st</sup> and May 31<sup>st</sup> of the renewal year.

(D) In the event that a rental property is sold, the new owner will be required to obtain a rental license from the City within sixty (60) days of the closing on the property. That property is subject to rental inspections and fees regardless of when the last inspection was completed. The rental license issued to the new owner will then be valid for a full three-year license term.

(E) *Complaints.* The City of Windom will handle complaints as follows:

(1) It is the City's position that property owners and tenants work together to resolve complaints concerning rental housing units. Complaints by tenants shall be in writing and shall first be directed to the property owner. If after a reasonable period of time, the property owner does not respond to the tenant's written complaint or refuses to repair a valid health or safety issue as required by City ordinances, the tenant may then submit a written complaint to the City.

(2) Tenants' complaints to the City concerning rental housing units shall be in writing and submitted on a fully completed "Rental Housing Complaint Form" provided by the City.

(3) The City will only respond to complaints concerning issues that allegedly are in violation of the Health and Safety sections of this ordinance.

(4) Upon submission of a completed Rental Housing Complaint Form, the City will send written notification to the property owner within five (5) business days. This notice will explain the nature of the complaint and request that the property owner contact the City within seven (7) calendar days to schedule an inspection. There will be no fee for this inspection. If the property owner does not schedule the inspection or the rental unit fails the inspection, then the "Fines and Penalties" Section of this ordinance will apply.

(5) For any complaint the City receives for the same rental unit within twelve (12) months of the filing of the initial complaint, a deposit will be charged to the complainant at the time the complaint is filed. The amount of the deposit will be established by Resolution of the City Council. The City will then contact the property owner within two (2) business days and schedule an inspection. This inspection shall be made within three (3) business days after the City has contacted the owner. After inspection, if the City issues a repair notice to the owner, the deposit will be returned to the complainant and the "Fines and Penalties" Section of this ordinance will apply. If the rental unit passes the inspection, the City will retain the deposit to cover administrative costs associated with the complaint and inspection.

(F) The property owner or an authorized representative must be present for all inspections.

(G) The current tenant must (a) either be present for the inspection or (b) have signed a consent form, provided by the City, authorizing the inspection without the tenant's presence which consent

form must be presented to the City prior to the inspection, or (c) have been given written notice of the scheduled inspection by the owner, pursuant to Minnesota Statutes § 504B.211 as it may be amended from time to time, and a copy of said written notice must be presented to the City prior to the inspection.

Exemptions from Rental Inspections:

(1) Properties that are under State or Federal inspections are exempt from the provisions of this ordinance and from rental inspections by the City.

(2) Single-family homes and rental properties consisting of four or fewer rental units (each of which has its own Parcel ID No.) that are both (a) rented to an *immediate family member* and (b) have been granted homestead classification for purposes of property taxes by Cottonwood County are exempt from the provisions of this ordinance and from rental inspections by the City, subject to Paragraph (3)(g) below.

(3) A property owner may be entitled to an exemption from rental inspections on a specific property for alternate renewal rental license periods if all of the following criteria are met:

(a) The specific property received passing inspections for the initial license period and the consecutive first license renewal period.

(b) The City has not received any complaints which have led to required work orders or repairs on the specific property.

(c) The property owner must file for the exemption at the time of the license renewal application for the specific property.

(d) Exemptions are for properties only and will not be issued for individual rental units.

(e) The property owner will still be required to renew the rental license for the specific property according to this ordinance. However, the property owner will not be charged the inspection fees or be subject to rental inspections for that specific property for the subsequent three-year license term.

(f) Thereafter, if the criteria of this section are not violated, the property owner will be entitled to an exemption from rental inspections on the specific property for alternating three-year rental license periods.

(g) Exempt properties will lose their exempt status if the City receives a complaint and issues a work order or repair notice to the property owner.

(h) Exempt properties will lose their exempt status when they are sold.

## **§ 150.57 LICENSE AND INSPECTION FEES**

(A) Rental license and inspection fees will be established by Resolution of the City Council.

(B) Rental license fees will be payable at the time of the initial application and renewal applications for a rental license.

(C) The license fee will cover the initial inspection for each application period.

(D) Properties exempt from renewal inspections for alternating renewal license periods, as provided herein, will be charged a minimum renewal fee for each license period exempt from a rental inspection.

## **§ 150.58 FINES AND PENALTIES**

(A) If during a rental inspection a rental unit or property does not meet the minimum requirements of this ordinance, it will receive a failed inspection notice. This notice will be issued in writing to the owner or authorized agent who is present at the time of the inspection. The notice will list the repairs that are necessary and a period of time within which the repairs must be made and the rental unit or property re-inspected (second inspection). Payment for this second inspection will be due prior to the inspection. Failure to pay the second inspection fee will not prevent the City from conducting a second inspection.

(B) If the property owner does not schedule the second inspection by the date specified on the notice, it will count as a second failed inspection whether or not the repairs have been made. The City will then send notice to the owner of the day and time of the rescheduled inspection (third inspection) for the property. Payment for this third inspection and the unscheduled second inspection will be due prior to this inspection. Failure to pay these re-inspection fees will not prevent the City from conducting the third inspection.

(C) If a property owner fails to be present for a scheduled inspection without giving at least 48-hours' notice, it will count as a failed inspection and will be subject to re-inspection fees.

(D) Re-inspection fees for failed inspections will be established by Resolution of the City Council.

(E) If a property owner does not consent in a reasonable amount of time to the first and any required second and third inspections, or if the property owner has failed to be present for or schedule the inspections, or if the tenant has failed to be present for any inspection or consent in writing to an inspection without his/her presence or hasn't been given written notice of a scheduled inspection pursuant to Minnesota Statutes §504B.211, as it may be amended from time to time, or if the property owner has not made the necessary repairs within the time(s) specified, the Windom Building & Zoning Official shall have the right to suspend or revoke the rental license for the property.

Furthermore, starting on the day that the owner's rental license is suspended or revoked, the property owner shall pay the City a daily fine per rented unit. Daily fines will continue until the unit(s) is either vacated or is brought into compliance with City ordinance. The rental license will not be reissued until all fines are paid. Fines will be established by Resolution of the City Council.

(F) If the City chooses to seek injunctive relief or any other relief from the Court to enforce the provisions of this ordinance and if the City prevails in such action(s), the property owner shall pay all of the City's reasonable attorneys' fees and court costs in such action(s).

(G) The City shall have the right to recover any unpaid license and renewal fees, re-inspection fees, fines issued pursuant to this ordinance, and reasonable attorneys' fees and court costs (if incurred by the City to enforce the City's rental housing ordinance). If any of these fees, fines and costs are unpaid, the City shall prepare an invoice for said unpaid amount and mail the invoice to the property owner. Thereupon the amount shall immediately be due and payable at the Office of the City Clerk.

(H) If the property owner fails to pay the license or renewal fees, re-inspection fees, the fines specified at Section 150.55(F), the fines specified at Section 150.58(E), or any attorneys' fees and court costs (if incurred by the City to enforce the City's rental housing ordinance), then after notice and hearing as provided by M.S. § 429.061, as it may be amended from time to time, the City Administrator shall, on or before December 31 next following mailing of the invoice for these fees, fines and costs, list the total unpaid fees, fines and costs against each separate lot or parcel to which the fees, fines and costs are attributable and these shall be levied as special assessments against the property. These special assessments shall be payable with the real estate taxes on the property in one or more installment(s) as the City Council may determine.

(I) Any property owner who violates any of the provisions of §§ 150.53 through 150.58 shall also be guilty of a misdemeanor.

## **§ 150.59 APPEALS**

(A) Property owners have the right to appeal the results of a rental inspection. The appeal can only be filed after a rental inspection has occurred and the result was a failed inspection.

(B) Appeals must be in writing and submitted or mailed to the City of Windom, 444 9<sup>th</sup> Street, PO Box 38, Windom, MN 56101.

(C) Appeals must be submitted prior to the work order/re-inspection date indicated on the inspection form.

(D) The Windom City Council will act as the Appeals Board and hear all appeals. The owner(s) will have an opportunity to be heard and present any evidence they have that relates to the property.

(E) The decision of the Appeals Board will be final and no further appeals will be heard or allowed for the same rental unit until another rental inspection has occurred. The property owner will be sent written notice of the results of the appeal.

**§ 150.60 MINIMUM STANDARDS**

This ordinance sets forth minimum standards for rental housing units in the City of Windom. In addition to these standards, the owners of subsidized housing units shall be subject to the requirements of the governmental agencies regulating those units.

**§ 150.61 CITY NOT AN ARBITER**

With respect to rental disputes, and except as otherwise specifically provided by the terms of this ordinance, it is not the intention of the City of Windom to intrude upon the fair and accepted contractual relationship between tenant and landlord. The City does not intend to intervene as an advocate of either party, nor to act as an arbiter, nor to be receptive to complaints from tenant or landlord which are not specifically and clearly relevant to the provisions of this ordinance. In the absence of such relevancy with regard to rental disputes, it is intended that the contracting parties exercise such legal sanctions as are available to them without the intervention of city government. Neither in enacting this ordinance is it the intention of the City to interfere or permit interference with legal rights to personal privacy.

**§ 150.62 NO WARRANTY BY CITY**

Also, by enacting and undertaking to enforce this ordinance, the City, its agents, and employees do not warrant or guarantee the safety, fitness or suitability of any rental housing unit in the City of Windom. Owners and occupants should take whatever steps they deem appropriate to protect their interests, health, safety and welfare.

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**THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, FURTHER ORDAINS:**

**This ordinance, or an approved Title and Summary of this ordinance, shall be published in the COTTONWOOD COUNTY CITIZEN and this ordinance shall be effective on January 2, 2018.**

ADOPTED AND PASSED by the City Council of the City of Windom, Minnesota, this 19th day of December, 2017.

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Dominic Jones, Mayor

ATTEST:

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Steven Nasby, City Administrator

1<sup>st</sup> Reading: December 5, 2017  
2<sup>nd</sup> Reading: December 19, 2017  
Adoption: December 19, 2017  
Published: December 27, 2017