



# Kansas City Missouri Health Department



## Healthy Homes Rental Inspection Program Rules & Regulations

## FORWARD

---

The purpose of the Healthy Homes Inspection Program is to protect the public health, safety and welfare in residential rental property units through establishment of minimum health and safety standards. This Article establishes minimum standards that may include: basic utilities and facilities; ventilation and heating; safety from fire; and safe and sanitary maintenance of all rental properties. This Article provides for the registration and permitting for certain rental properties and provides for administration and enforcement.

This Article includes rules and regulations for rental property safety, health and sanitation. It is not the intention of the City to intrude upon contractual relationships between tenant and landlords. The City does not intend to intervene as an advocate of either party, nor to act as an arbiter, nor to hear complaints by landlord or tenant that do not clearly relate to the provisions of this Article or other City ordinances.

This Article includes technical requirements pertaining to such facilities, but there is also vested in the Director power and authority to make such specific requirements for each permit holder as in his judgment and discretion are just and reasonable.

The provisions of this Article shall be in addition to existing laws and ordinances with which rental properties are required to comply.

## TABLE OF CONTENTS

---

Definitions		5
Chapter 1	Life Safety	7
	Smoke Detectors and Carbon Monoxide Alarms	7
	Egress	7
	Protective Railings and Walls	7
	Gas Leak Inside Structure	8
	Windows	8
	Active Water Leak	8
Chapter 2	Sanitation Requirements	9
	Kitchen Facilities	9
	Washbasins, Toilets, Tubs, and Showers	9
	Material	9
	Non-Absorbent Surfaces	10
	Multi-Units	10
	Shared Facilities	11
	Appliances	11
Chapter 3	Water/HVAC	12
	Potable Water	12
	Hot Water	12
	Plumbing Connections	12
	Sanitary Drainage System	12
	Water Heaters	12
	Heating Facilities Required	13
	Ventilation	13
	Electrical Safety	14
Chapter 4	Refuse	15
	Refuse Storage	15
	Maintenance of Areas Free from Refuse	15
Chapter 5	Pest Management	17
	Property Maintained Free of Pests	17
Chapter 6	Structural Safety	19
	Minimum Square Footage	19
	Ceiling Height	19
	Grade Level	19
	Temporary Housing	19
	Housing Exterior	19
	Weathertight Elements	20
	Locks	21
	Moisture Control	22

	Smoke Detectors and Carbon Monoxide Alarms	22
	Structural Elements	22
	Occupants Responsibility Respecting Structural Elements	23
<b>Chapter 7</b>	<b>Lead-Paint Hazards and Safety</b>	<b>24</b>
	Use of Lead Paint Prohibited	24
	Interior Free of Chipping Paint	24
	Lead Regulation Compliance	24
	Lead Paint Removal	24
	Mold	24
	Radon	25
	Hazardous Chemicals	25
<b>Chapter 8</b>	<b>Permit Requirements</b>	<b>26</b>
	Rental Permit Required	26
	Conditions of Rental Permits	26
	Duties of Permit Holder	26
	Qualifications and Responsibilities of Applicant	27
	Denial of Application for Permit; Notice	28
	Fees	28
<b>Chapter 9</b>	<b>Inspection and Enforcement</b>	<b>30</b>
	Inspections Required	30
	Authority to Prescribe Additional Rules and Regulations	30
	Complaint by Tenants; Retaliation Prohibited	31
	Refusal; Notification of Right to Access; Final Request for Access	31
	Refusal; Reporting	32
	Inspection Order to Gain Access	32
	Non-Health-Hazard or Non-Life-Threatening Violations; Opportunity to Correct	32
	Health-Hazard Violations; Opportunity to Correct	32
	Life-Threatening Violations; Opportunity to Correct	33
	Failure to Abate Violation; Occupied Properties	33
	Refusal to Sign Acknowledgement	33
	Notice of Suspension; With Prior Warning	34
	Notice of Suspension; Without Prior Warning	34
	Term of Suspension; Reinstatement of Permit	34
	Timeframe for Reinstatement	35
	Revocation	35
	Request for New Permit	35
	Vacation of Property	35
	Appeals; Permit Suspension or Revocation	36
	Severability	36
	Violations Generally; Penalty; Failure to Obtain Permit or Renew	36
	Authorities; Penalties	37
	Judicial Remedy	37
	Notices; How Served	37
	Rental Housing Advisory Board	38

## DEFINITIONS

---

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Direct family member* means one's child, grandchild, mother, father, sibling, mother-in-law, father-in-law, grandparent, or the step equivalent of each of those.

*Director* means the Director of Health or his or her designee.

*Hazardous area* means areas of structures or buildings posing a degree of hazard greater than normal to the general occupancy of a building or structure, such as areas used for the storage or use of combustibles or flammable, toxic, noxious or corrosive materials, or heat-producing appliances.

*Health Hazard* violation means a violation when in noncompliance, is more likely than other violations to contribute to injury, illness, or environmental health hazards.

*Non-health hazard* violation means a violation that poses a lesser threat to health and safety, but negatively affects health, and if left unaddressed, could become a health hazard violation.

*Offer to Rent* means to extend an offer to enter into a written or oral agreement with a prospective tenant under which the prospective tenant shall occupy rental property as the tenant's residence.

*Owner* means any person who, acting alone or jointly or severally with others: 1) has legal title to any building or structure with or without accompanying actual possession thereof; or 2) has charge, care or control of any building or structure or part thereof as agent or personal representative of the person having legal title to the building or structure of part thereof; or 3) has possession or right to possession under a contract for deed.

*Permit* means a permit issued by the Director for the renting of residential properties pursuant to this Article. The terms "permit" and "rental permit" are used interchangeably.

*Permit holder* means a person who is responsible for the operation of the residential rental property, such as the Owner or the Owner's agent, and who possesses a valid permit to operate a residential rental property.

*Person* means an association, corporation, individual, firm, partnership, other legal entity, government, governmental subdivision or agency.

*Re-inspection* means an inspection conducted by the Director to ensure corrective action is taken by the permit holder subsequent to a previous inspection where non-compliance or violations of this Article were found.

*Rental Property* means residential dwellings which are occupied by one or more persons, none of whom are owners or direct family members of owners. Duplexes in which one of the units is owner-occupied and rental units within an owner-occupied, single-family dwelling that is in compliance with the City's zoning codes shall not be considered rental units.

*Rental Unit* means a Rental Property or part of a Rental Property used as a home, residence, or sleeping unit by a single person or household unit, or any grounds, or other facilities or area promised for the use of a Tenant and includes, but without limitation, apartment units, boarding houses, rooming houses, mobile home spaces, and single and two-family dwellings.

*Tenant* means a person, not the legal owner of record, occupying a building or portion thereof as a unit.

## **Chapter 1: Life Safety**

### **A. Smoke Detectors and Carbon Monoxide Alarms.**

1. Owners shall provide, install, and maintain in operable condition smoke detectors and carbon monoxide alarms in every dwelling that is required to be equipped with smoke detectors and carbon monoxide alarms in accordance with any provision of ordinances of the City of Kansas City Missouri. The Director of Health shall immediately notify the Kansas City Missouri Fire Department of any violation of which is observed during an inspection of any dwelling.
2. Carbon monoxide readings higher than zero (0) in a dwelling must be addressed immediately. The building may need to be evacuated for safety of the tenants.

### **B. Egress.**

1. Every dwelling unit, and rooming unit shall have as many means of exit as will allow for the safe passage of all people. Minimum one door and one window operable per sleeping room.
2. The owner shall maintain all means of egress at all times in a safe, operable condition and shall keep all exterior stairways, fire escapes, egress balconies and bridges free of snow and ice, provided, however, in those instances where a dwelling has an independent means of egress, not shared with other occupants, and a written letting agreement so states, the occupant is responsible for maintaining free of snow and ice, the means of egress under his or her exclusive use and control.
3. No person shall obstruct any exit or passageway. The owner is responsible for maintaining free from obstruction every exit used or intended for use by occupants of more than one dwelling unit or rooming unit. The occupant shall be responsible for maintaining free from obstruction all means of exit leading from the unit and not common to the exit of any other unit.

### **C. Protective Railings and Walls.**

The owner of all dwellings shall provide:

1. A safe handrail for every stairway over three steps that is used or intended for use by the occupant as required by City of Kansas City Missouri Building Code;
2. A wall or guardrail at least 36 inches in height on the open side of all stairways equal to or greater than 30 inches in height;

3. A wall or guardrail at least 36 inches in height, enclosing every porch, balcony, mezzanine, landing, roof or similar place, which is 30 inches or more above the ground and that is used or intended for use by the occupants;
4. Between all required guardrails and open handrails, balusters placed at intervals of no more than six inches, or any other ornamental pattern between the guardrail or handrail and floor or stair such that a sphere four inches in diameter cannot pass through the opening.

**D. Gas Leak Inside Structure.**

Units shall be without natural gas leaks from appliances, water heaters, dryers, furnaces or any other source. Gas leaks must be reported to the owner/manager and must be corrected immediately. Significant gas leaks may require evacuation of the building to ensure safety of the occupants.

**E. Windows.**

Windows open for Egress.

**1. General Safety.**

Windowpanes shall be properly maintained and shall be free of cracks and broken glass.

**2. Locks.**

All windows shall be fitted with locks that are in proper working order and permanently attached.

**3. Proper Function.**

Windows designed to open shall be maintained in proper working order and shall not be painted or nailed shut.

**F. Active Water Leak.**

There should be no active water leaks in the unit. No water should be dripping or running down walls, through smoke detectors, light fixtures, holes in the roof or ceiling. Water should not be pooling on floors, rising from drains or running under doors. Basements should be free from standing water. Active roof leaks must be tarped or addressed with another temporary repair immediately. Water leaks that could cause fire, electric shock, or other hazard to the occupants may warrant closure of the unit.

## **Chapter 2: Sanitation Requirements**

### **A. Kitchen Facilities.**

1. Every dwelling unit, and every rooming house where common cooking facilities are provided, shall contain suitable space to store, prepare and serve foods in a sanitary manner. The owner shall provide within this space:
  - a) A kitchen sink of sufficient size and capacity for washing dishes and kitchen utensils, no leaks; and
  - b) A stove and oven in good repair except and to the extent the occupant is required to do so under a written letting agreement; and
  - c) Space and proper facilities for the installation of a refrigerator.
2. The facilities required shall have smooth and impervious surfaces, including flooring, and be free from defects that make them difficult to keep clean, or creates an accident hazard.

### **B. Washbasins, Toilets, Tubs, and Showers.**

1. The owner shall provide, in operable condition, no less than the following for each dwelling unit:
  - a) A toilet with a toilet seat in a room which is not used for living, sleeping, cooking or eating purposes and which affords privacy to a person within said room;
  - b) A wash basin in the same room as the toilet, or if the wash basin cannot be placed in the same room as the toilet, it shall be placed in close proximity to the door leading directly into the room in which the toilet is located. The kitchen sink may not be substituted for the wash basin;
  - c) A bathtub or shower in the same room as the toilet or in another room which is not used for living, sleeping, cooking or eating purposes and which affords privacy to a person within said room;
  - d) Each room which contains a toilet, bathtub or shower shall be fitted with a door which is capable of being closed.

### **2. Material.**

The fixtures as required shall have smooth and impervious surfaces and be free from defects which make them difficult to keep clean or create an accident hazard.

### **3. Non-Absorbent Surfaces.**

The owner shall provide:

- a)** On the floor surfaces of every room containing a toilet, shower or bathtub and every kitchen and pantry, a smooth, noncorrosive, nonabsorbent and water proof covering. This shall not prohibit the use of carpeting in kitchens and bathrooms, nor the use of wood in the kitchen, provided they meet the following qualifications:
  - i.** Carpeting must contain a solid, nonabsorbent, water repellent backing which will prevent the passage of moisture through it to the floor below; and
  - ii.** Wood flooring must have a water-resistant finish and have no cracks to allow the accumulation of dirt and food, or the harborage of insects.
- b)** On the walls of every room containing a toilet, shower or bathtub up to a height of 48 inches, a smooth noncorrosive, nonabsorbent and waterproof covering.
- c)** On wall areas above, built-in bathtubs having installed shower heads and in shower compartments up to height not less than six feet above the floor level, with a smooth, noncorrosive, nonabsorbent waterproof covering. Such wall shall form a watertight joint with each other and with either the tub, receptor or shower floor.

### **4. Multi-Units.**

- a)** For no more than each eight occupants of rooming units and rooming houses who are not otherwise provided with these facilities, in a room not used for living, sleeping, cooking or eating purposes and which affords privacy to a person within said room:
  - i.** One toilet with a toilet seat and wash basin in the same room; and
  - ii.** One shower or bathtub in the same room as the toilet and wash basin or in another room not used for living, sleeping, cooking or eating purposes and which affords privacy to a person within said room; and
  - iii.** In a room with more than one toilet, each toilet shall be separated by walls or partitions which afford privacy.
- b)** Toilet, bathtub and shower facilities as required shall be accessible from within the building and shall be so placed as not to require passing through any part of another dwelling unit or rooming unit. The fixtures shall have smooth and impervious

surfaces and be free from defects which make them difficult to keep clean or create an accident hazard.

## **5. Shared Facilities.**

- a) The owner of any dwelling in which any toilet, wash basin, shower or bathtub is to be shared by the occupants of more than one dwelling unit or one rooming unit shall maintain that toilet, wash basin, shower, bathtub, walls and floors in operational condition.
- b) No chemical toilet shall be constructed or continued in use other than in emergency or temporary conditions; provided, that the Director of Health may approve in writing the construction or continued use of any privy or chemical toilet which it determines will not:
  - i. Endanger the health of any person(s); or
  - ii. Cause objectionable odors or other undue annoyance.
- c) In no event may a privy be located within 30 feet of any building used for sleeping or eating, or of any lot line or street.

## **C. Appliances.**

### **1. Condition Maintained.**

All provided appliances shall be properly installed, in clean condition, and in good working order at the time of inspection.

### **2. Shutoff Valves.**

Gas service lines for all provided appliances shall be equipped with a shutoff valve.

### **3. Garbage Disposal.**

All garbage disposal wiring shall be secured with the proper connections.

## **Chapter 3: Water/HVAC**

### **A. Potable Water.**

The owner shall provide, for the occupant of every dwelling, dwelling unit, and rooming unit, a supply of potable water sufficient in quantity and pressure to meet the ordinary needs of the occupant, connected with the public water supply system, or with any other source that the Health Department Director or his/her designee has determined does not endanger the health of any potential user.

### **B. Hot Water.**

1. The owner shall provide and maintain in good operating condition the facilities capable of heating water. The owner shall also provide the hot water for use at a temperature of not less than 110°F (43° C) and in a quantity and pressure sufficient to satisfy the ordinary use of all plumbing fixtures which normally need hot water for their proper use and function.
2. The hot water shall not exceed 120 degrees F (18° C). Inspection of the hot water system shall include an examination of the hot water system and its actual performance.

### **C. Plumbing Connections.**

1. Every required kitchen sink, wash basin and shower or bathtub shall be connected to the hot and cold-water lines of the water distribution system and to a sanitary drainage system in accordance with accepted plumbing standards.
2. Every provided toilet shall be connected to the water distribution system and to a sanitary drainage system in accordance with accepted plumbing standards.

### **D. Sanitary Drainage System.**

The owner shall provide, for each dwelling, a sanitary drainage system connected to the public sewerage system, provided, that if, because of distance or ground conditions, connection to a public sewerage system is not practicable the owner shall provide, and shall maintain in a sanitary condition, a means of sewage disposal.

### **E. Water Heaters.**

Water heaters shall be maintained in good repair and free of visible leaks. Heaters are required to utilize steel or brass gas lines. Proper exhaust systems must be attached and fully operational. Pressure relief valves shall be present and maintained in good condition. Red tagged water heaters must be repaired within 72 hrs.

## **F. Heating Facilities Required.**

### **1. Adequate Facilities Provided.**

The owner shall provide and maintain in good operating condition the facilities for heating every habitable room and every room containing a toilet, shower or bathtub to such temperature as required. Minimum 65 degrees.

### **2. Exhaust Systems.**

Heating devices (furnace and water heater) shall be properly ventilated. Exhaust systems shall be properly attached and sealed to prevent leaks.

### **3. Filters.**

All furnace filters shall be of the correct size and maintained seated and sealed.

### **4. Prohibitions.**

Portable space heaters, parlor heaters, cabinet heaters, room heaters and any similar heaters having a barometric fed fuel control and its fuel supply tank located less than 42 inches from the center of the burner as well as the type of heating appliance adapted for burning kerosene, range oil or number one fuel oil and any portable wick type space heaters shall not be used and shall not meet the requirements.

### **5. Temperature Requirements.**

The owner shall provide heat in every habitable room and every room containing a toilet, shower, or bathtub to at least 65°F (18° C).

### **6. Venting.**

All gas heating sources shall be properly vented and maintained in safe operable condition. Space heaters and water heaters, except electrical ones, shall be properly vented to a chimney or vent leading to the outdoors. Gas furnace closets shall have upper cumulative and lower combustion air vents.

## **G. Ventilation.**

### **1. The owner shall provide for each habitable room, and room containing a toilet, bathtub or shower, ventilation to the outdoors consisting of:**

- a)** Windows, skylights, doors or transoms in the exterior walls or roofs that can be easily opened to the floor area of that habitable room.
- b)** Each mechanical ventilation system shall be equipped with a readily accessible means for either shut-off or volume reduction, and any other ventilation system shall be equipped with a readily accessible means for shut-off.

## **H. Electrical Safety.**

### **1. Maintained.**

All electrical switches, receptacles, and light fixtures shall be maintained in good repair and function as designed. Light switches and electrical outlets shall be outfitted with intact covers that are properly secured. Light fixtures must be properly installed per manufacturer's specifications and maintained secure. Fuse box covers must be present and securable.

### **2. Amperage.**

The electrical service supplying each dwelling, dwelling unit, rooming house and/or rooming unit shall supply sufficient amperage to meet the reasonable needs of the occupants. Should the amperage be determined to be inadequate it shall be corrected so that it meets the amperage requirements the Kansas City Missouri Electrical Code.

### **3. Hazardous Conditions Prohibited.**

- a) All wiring shall be maintained in good condition; frayed or exposed wiring is prohibited. No cable lines, extension cords, or gas lines shall be installed in such a way that creates a tripping hazard.
- b) No temporary wiring shall be used or made available for use by any owner or occupant; provided, that extension cords which connect portable electric appliances or fixtures to convenience outlets shall not be considered temporary wiring.

### **4. Kitchen Lighting and Outlets.**

The owner shall provide for each kitchen:

- a) one electric light fixture; and
- b) two wall-type convenience outlets located in convenient locations.

### **5. Bathroom Lighting.**

The owner shall provide in each room containing a toilet, bathtub, or shower one electric light fixture.

## **Chapter 4: Refuse**

### **A. Refuse Storage.**

1. Refuse shall be stored in watertight receptacles with tight-fitting covers. Receptacles and covers shall be of metal or other durable, rodent-proof material. The occupants of each dwelling, dwelling unit, and rooming unit shall be responsible for the proper placement of refuse at the point of collection.
2. The owner of any dwelling that contains three or more dwelling units, the owner of any rooming house, and the occupant of any other dwelling place shall provide as many receptacles for the storage of garbage and rubbish as are sufficient to contain the accumulation before final collection or ultimate disposal, and shall locate them so as to be convenient to the tenant and so that no objectionable odors enter any dwelling.

### **B. Maintenance of Areas Free from Refuse.**

#### **1. Property Maintained.**

The owner of any parcel of land, vacant or otherwise, shall be responsible for maintaining such parcel of land in a clean and sanitary condition and free from garbage, rubbish or other refuse. The owner of such parcel of land shall correct any condition caused by or on such parcel which affects the health or safety, and well-being of the occupants of any dwelling or of the public.

#### **2. Dwelling Units.**

The occupant of any dwelling unit shall be responsible for maintaining in a clean and sanitary condition and free of garbage, rubbish, other filth of the dwelling which is exclusively occupied.

- a) In a dwelling that contains less than three dwelling units, the occupant shall be responsible for maintaining in a clean and sanitary condition, free of garbage, rubbish, other filth or causes of sickness the stairs or stairways leading to his dwelling unit and the landing adjacent to his dwelling unit if the stairs, stairways or landing are not used by another occupant.

#### **3. Common Areas.**

In any dwelling, the owner shall be responsible for maintaining in a clean and sanitary condition free of garbage, rubbish, other filth or causes of sickness that part of the dwelling which is used in common by the occupants and which is not occupied or controlled by one occupant exclusively. The owner of any dwelling abutting a private passageway or right-of-way owned or used in common with other dwellings or which the owner or occupants under his control have the right to use or are in fact using shall be responsible for maintaining in a clean and sanitary condition free of garbage, rubbish, or other filth that part of the passageway or right-of-way

which abuts his property and which he or the occupants under control have the right to use, or are in fact using, or which he owns.

## **Chapter 5: Pest Management**

### **A. Property Maintained Free of Pests.**

#### **1. Owner Responsibilities.**

The owner of a dwelling shall maintain it and its premises free from pests including but not limited to; all rodents, nuisance wildlife, cockroaches and other insect infestations and shall be responsible for eliminating them. The owner shall repair holes, cracks, openings and other structural elements necessary to keep rodents and pests from entering the dwelling and maintain the building free from harborage, food and water sources that support infestations.

#### **2. Infestation Description.**

##### **a) Severe Infestation.**

Pests are visible upon entry into the unit with no more change to the immediate environment than turning on a light.

##### **b) Moderate Infestation.**

Evidence of pests uncovered with only minor (i.e., opening a drawer, opening a cabinet, looking in a closet, etc.) manipulation of the environment. Live pests or a large count of droppings observed.

##### **c) Light Infestation.**

Evidence of pests uncovered with major (moving objects within a cabinet/drawer, looking behind major appliances, etc.) manipulation of the environment. Four or less live insects observed, pests observed in a monitor and/or a small count of droppings observed.

#### **3. Elimination Methods.**

- a)** Elimination shall be accomplished by eliminating the harborage places of insects and rodents, by removing or making inaccessible materials that may serve as their food, water or breeding ground, by poisoning, spraying, fumigating, trapping or by any other recognized and legal pest elimination method by a licensed professional, in accordance with all federal, state, and local laws in a manner that effectively controls the pest with the lowest exposure to occupants. Integrated pest management techniques must be employed in the prevention and elimination of pests.
- b)** Building occupants must be notified at least 48 hours prior to any routine commercial application of pesticides.

**4. Referrals.**

Rat infestations noted during routine inspections or complaint investigations shall be referred to the KCMO Rat Control Program for further evaluation. Other infestations may be referred to the

**5. Rat Bites.**

All rat bites must be documented and reported to the KCMO Health Department Rat Control Program and the KCMO Health Department Communicable Disease Program.

**6. Bat Bites.**

All bat bites must be reported to the KCMO Health Department Communicable Disease Program for prophylaxis evaluation. No staff are to handle live or dead bats.

**7. Bed Bugs.**

Previous infestations must be disclosed to prospective renters.

**8. Tenant Responsibility.**

Elimination of pests often requires cooperation between the property owner/manager and the tenant. Tenant responsibilities include keeping the unit clean and trash/refuse contained, reporting infestations, and supporting the efforts of the property owner/manager to keep the unit pest free. Tenants must cooperate with pest control efforts and must adhere to the terms of their lease in terms of pest control.

## Chapter 6: Structural Safety

### A. Minimum Square Footage.

Every dwelling unit shall contain at least 150 square feet of floor space for its first occupant, and at least 100 square feet of floor space for each additional occupant, the floor space to be calculated on the basis of total habitable room area.

### B. Ceiling Height.

No room shall be considered habitable if more than  $\frac{3}{4}$  of its floor area has a floor-to-ceiling height of less than seven feet.

### C. Grade Level.

No room or area in a dwelling may be used for habitation if more than  $\frac{1}{2}$  of its floor-to-ceiling height is below the average grade of the adjoining ground and is subject to chronic dampness.

### D. Temporary Housing.

No temporary housing may be used except with the written permission of the Director of Health. All temporary housing shall be subject to the requirements of these minimum standards, except as the Director of Health may provide in its written permission.

### E. Housing Exterior.

Each rental unit shall be maintained in such a manner as to ensure safe conditions.

#### 1. Foundation.

The foundation shall be maintained in good repair and free of cracks or damage.

#### 2. Roof.

The roof shall have an intact surface and show no evidence of water damage. Roof and chimney flashing shall be properly installed and maintained in good repair. Ventilation shall be present.

#### 3. Siding.

Siding shall be maintained intact and in good condition. Paint shall be maintained to prevent chipping.

#### 4. Guttering.

All guttering shall be properly attached and sealed to prevent leaks. Painted gutters shall be maintained in good repair to prevent chipping. Downspouts shall be maintained in good condition and remain functional. Splash blocks shall be maintained in good repair and be installed so to direct rainwater away from the foundation.

## **F. Weathertight Elements.**

### **1. Windows.**

A window shall be considered weathertight only if:

- a)** All panes of glass are in place, unbroken and properly caulked; and
- b)** The window opens and closes fully without excessive effort; and
- c)** Exterior cracks between the prime window frame and the exterior wall are caulked; and
- d)** One of the following conditions is met:
  - i.** A storm window is affixed to the prime window frame, with caulking installed so as to fill exterior cracks between the storm window frame and the prime window frame; or
  - ii.** Weather-stripping is applied such that the space between the window sash and the prime window frame is no larger than 1/16 inch at any point on the perimeter of the sash, in the case of double hung windows and 1/32 inch in the case of casement windows; or
  - iii.** The window sash is sufficiently well-fitted such that, without weather-stripping, the space between the window sash and the prime window frame is no larger than 1/16 inch at any point on the perimeter of the sash in the case of double hung windows and 1/32 inch in the case of casement windows.

### **2. Doors.**

An exterior door or a door leading from a dwelling unit to a common passageway shall be weathertight only if:

- a)** all panes of glass are in place, unbroken and properly caulked; and
- b)** the door opens and closes fully without excessive effort; and
- c)** exterior cracks between the prime door frame and the exterior wall are caulked; and
- d)** one of the following conditions is met:

- i. a storm door is affixed to the prime door frame, with caulking installed so as to fill exterior cracks between the storm door frame and the prime door frame; or
- ii. weather-stripping is applied such that the space between the door and the prime door frame is no larger than 1/16 inch at any point on the perimeter of the door or
- iii. the door is sufficiently well-fitted such that, without weather-stripping, the space between the door and the prime door frame is no larger than 1/16 inch at any point on the sides of the door or 3/8 inch at any point on the top or bottom of the door.

### **3. Walls, Floors, Ceilings.**

A wall, floor, ceiling or other structural element shall be considered weathertight only if all cracks and spaces not part of heating, ventilating or air conditioning systems are caulked or filled in as to prevent infiltration of exterior air or moisture.

### **4. Light in Passageways, Hallways, and Stairways.**

- a) Light shall be provided 24 hours per day so that illumination alone or in conjunction with natural lighting shall be at least one-foot candle as measured at floor level, in every part of all interior passageways, hallways, foyers and stairways used or intended for use by the occupants of more than one dwelling unit or rooming unit.
- b) In a dwelling containing three or fewer dwelling units, the light fixtures used to illuminate a common hallway, passageway, foyer and/or stairway may be wired to the electric service serving an adjacent dwelling unit provided wiring is compliant with building and fire standards.

### **G. Locks.**

The owner shall provide, install and maintain locks so that:

- 1. Every dwelling unit shall be capable of being secured against unlawful entry;
- 2. Every door of a dwelling unit shall be capable of being secured from unlawful entry;
- 3. The main entry door of a dwelling containing more than three dwelling units shall be so designed or equipped so as to close and lock automatically with a lock, including a lock with an electrically-operated striker mechanism, a self-closing door and associated equipment. Every door of the main common entryway and every exterior door into said dwelling, other than the door of such main common entryway which is equipped as provided in the preceding sentence shall be equipped with an operating lock.

4. Every entry door of a dwelling unit or rooming unit shall be capable of being secured from unlawful entry;
5. Every openable exterior window shall be capable of being secured;
6. Locking devices shall be installed to avoid entrapment in the building.

**H. Moisture Control.**

Every unit shall be maintained free of visible moisture and leaks, wet moisture stains, and/or a noticeable damp odor. Humidity should be no more than 50%.

**I. Smoke Detectors and Carbon Monoxide Alarms.**

1. Smoke detectors and carbon monoxide alarms in every dwelling that is required to be equipped with smoke detectors and carbon monoxide alarms in accordance with any provision of ordinances of the City of Kansas City Missouri, shall be maintained and operable. The Director of Health shall immediately notify the Kansas City Missouri Fire Department of any violation of which is observed during an inspection of any dwelling.
2. Carbon monoxide alarms shall be listed as complying with UL 2034 and shall be installed in accordance with required codes and the manufacturer's installation instructions.

**J. Structural Elements.**

1. The structure of the unit, including but not limited to: the foundation, floors, walls, doors, windows, ceilings, roof, staircases, porches, chimneys, and other structural elements of the dwelling so that the dwelling excludes wind, rain and snow, and is rodent-proof, watertight and free from chronic dampness, weathertight, in good repair and in every way fit for the use intended.
2. Every structural element shall be kept free from holes, cracks, loose plaster, or other defect where such holes, cracks, loose plaster or defect renders the area difficult to keep clean or constitutes an accident hazard or an insect or rodent haborage.
3. All corrodible structural parts thereof shall be kept painted or otherwise protected against rust and corrosion. All wood structural members shall be treated to prevent rotting and decay. Where these structural elements tie directly into the building structural system, all joints shall be sealed to prevent water from damaging or corroding the structural elements.

**K. Occupant's Responsibility Respecting Structural Elements.**

The occupant shall exercise reasonable care in the use of the structural elements of the dwelling.

## **Chapter 7: Lead-Paint Hazards and Safety**

### **A. Use of Lead Paint Prohibited.**

No paint that contains lead shall be used in painting any surface of any dwelling and shall be in compliance with the City of Kansas City Missouri Ordinance Article X Ord 120725: Sec. 34401-34404.

### **B. Interior Free of Chipping Paint.**

Units should be free from excessive chipping paint. Interior floors must be free from paint chips. Paint on window wells, sills and troughs must be intact and the area free from paint chips and other debris. Paint on doorways, porches and building trim must be intact.

### **C. Lead Regulation Compliance.**

Owners/ Managers must maintain compliance with local, state and federal regulations regarding lead paint including but not limited to: the EPA Renovation, Repair and Painting Rule and Lead Paint Disclosure.

### **D. Lead Paint Removal.**

Deteriorated paint shall be repaired using approved lead-safe work practices, unless documentation exists that the paint does not contain lead, or the property was built after 1978. The following repair methods shall not be used on painted surfaces: open flame burning or torching; machine sanding, machine grinding, abrasive blasting or sandblasting without a high-efficiency particulate air (HEPA) local exhaust control; heat guns operating above 1100 degrees Fahrenheit or charring the paint; dry sanding; dry scraping except in conjunction with heat guns or within 1.0 ft. of electrical outlets or when treating defective paint totaling no more than 2 sq. ft. on any one interior surface and paint stripping using a solvent that contains methylene chloride without powered mechanical ventilation.

### **E. Mold.**

1. The unit shall be free from suspect mold caused by water incursion including roof leaks, plumbing leaks, flooding, sewer back up and sources other than those associated with regular activities of daily living and are associated with general cleaning such as around kitchen sink edges, in tubs and toilets not associated with water leaks, in refrigerators etc.
2. Surfaces of porous or water permeable materials made of or containing organic materials, such as but not limited to wood, textiles, paint, cellulose insulation, and paper, including paper-faced gypsum board, that have visible signs of suspect mold or mildew shall be removed and replaced or remediated. The source of moisture causing the suspect mold must be repaired or addressed prior to addressing suspect mold.

**3. Exception.**

Porous materials that do not contain organic materials, such as clean unpainted bricks and concrete.

**F. Radon.**

Radon levels should not exceed four picocuries of radon per liter. Excessive radon levels require remediation to maintain levels at 4 picocuries/liter or less.

**G. Hazardous Chemicals.**

1. Hazardous chemicals other than those purchased by or used by tenants or those that are associated with regular repair and maintenance of the property and are in quantities only for regular use or repair, may not be stored in the unit. This includes hazardous chemicals, solids, gasses, fertilizers, pesticides etc. that could cause undue exposure or risk to tenants.
2. Hazardous chemicals, solids, gasses, fertilizers, pesticides etc. must be stored in accordance with manufacturers safety guidelines and away from the general living area of the tenants.

## **Chapter 8: Permit Requirements**

### **A. Rental Permit Required.**

1. A person may not offer for rent a rental unit without a valid rental permit issued by the Director for the rental property of which the rental unit is a part. All owners now or hereafter owning, operating or managing a residential rental property, shall obtain a rental permit for each rental property from the Director. The Director shall issue the permit only after the applicant has submitted the application in its entirety with required documentation.
2. Provisions of this Article do not apply to:
  - a) Housing units that are only rented for periods of less than 30 consecutive days.
3. Rental Permits and associated fees are non-transferable with any changes in ownership or management.

### **B. Conditions on Rental Permits.**

The Director is authorized and directed to endorse on the rental permit such conditions and requirements which in his or her best judgment and discretion are necessary for the protection of the health and safety of the persons utilizing such property and which carry out the scope, purpose and intent of this Article. Such conditions and requirements shall conform as closely as possible to the rules and regulations promulgated by the Director but shall not be so strictly construed as to operate hardship upon any applicant.

### **C. Duties of Permit Holder.**

Upon receipt of a permit issued by the Director, in order to retain the permit, the permit holder shall:

1. Comply with all provisions of this Article and the rules and regulations promulgated by the Director, as such provisions, rules and regulations may be amended from time to time, and also each and every condition and requirement endorsed upon such permit or any renewal thereof issued, as such conditions and requirements may be amended by the Director;

2. Immediately notify the Director if a life-threatening violation may exist because of an emergency such as a fire, flood, extended interruption of electrical or water service, sewage backup, gross insanitary occurrence or condition, or other circumstance that may endanger health;
3. Subject to Section 34-846(d), allow representatives of the Director access to the rental property for inspections and in emergencies when a life-threatening violation may exist;
4. Comply with directives of the Director including time frames for corrective actions specified in inspection reports, notices, orders, warnings, and other directives issued by the Director in regard to the permit holder's rental property, or in response to community emergencies;
5. Accept notices issued and served by the Director according to law;
6. Be subject to the regulatory, civil, injunctive, and criminal remedies authorized in law for failure to comply with this Article or a directive of the Director, including time frames for corrective actions specified in inspection reports, notices, orders, warnings, and other directives; and
7. Submit annual permit review documentation and health and safety inspection report that is in compliance with the requirements of the Director with appropriate fee as required by Director. No person shall submit a materially inaccurate inspection report.
8. Within sixty days following the issuance of a permit or permit renewal by the Director, and the commencement of a new tenancy, either:
  - a) furnish a full copy of the permit to each tenant subject to the permit, or
  - b) for the full remaining term of the permit period post a full copy of the permit at the rental property in a conspicuous location reasonably calculated to come to the attention of each tenant subject to the permit.

**D. Qualifications and Responsibilities of Applicant.**

To qualify for a permit, the applicant shall:

1. Be an owner of the rental property, or owner's agent who is responsible for the operation of the rental property;
2. Comply with the requirements of this Article;
3. Agree to allow representatives of the Director access to the rental property for the purpose of inspections made pursuant to this Article;

4. Pay the applicable permit fees at the time the application is submitted; and
5. Submit a health and safety inspection report that is in compliance with the requirements of the Director.

**E. Denial of Application for Permit; Notice.**

If an application for a permit or permit renewal to operate is denied, the Director shall provide the applicant with a notice that includes:

1. The specific reasons and Code or regulation citations, if any, for the permit denial;
2. The actions, if any, that the applicant must take to qualify for a permit; and
3. Advisement of the applicant's right of appeal and the process and time frames for appeal.

**F. Fees.**

**1. Initial Application Fee.**

A fee of twenty (\$20.00) dollars for each rental property is due at time of submission of the initial application for the permit.

**2. Rental Property Annual Permit Fee.**

A fee of twenty (\$20.00) dollars per rental unit is due annually. All permits are annual permits and shall be valid from January 1 through December 31. The fee is due at the time of submission of the initial or renewal application for a permit, which shall be on or before December 31.

**3. Inspection Fee.**

No fee shall be assessed for an initial inspection of a rental unit a re-inspection fee of \$150.00 shall be assessed for the re-inspection of the first rental unit; a \$100 re-inspection fee shall be assessed at the time of the re-inspection for every additional unit requiring re-inspection. The re-inspection fee shall be due thirty days after the Director gives written notice to the permit holder as provided in Section 34-866.

**4. Payment of Fee.**

All fees must be paid when due by the permit holder.

**5. Late Fee.**

A Late Fee equal to 10% of the amount due shall be assessed per month for fees not paid when due. The director is authorized to create a fund using fees generated from late fees to assist tenants with tenant relocation costs.

**6. Permit Renewals.**

Permit holders that have not paid fees within ninety days of the date due may be subject to permit suspension until all fees have been paid.

**7. Reinstatement Fees.**

For properties that have had a permit suspended following action taken by a provision of this Article, a \$300 reinstatement fee shall be assessed to reinstate the permit.

**8. CPI Adjustments.**

The Director shall have the authority to annually adjust all fees in this Article to reflect an increase equal to an increase in the consumer price index (all items/all urban consumers/Kansas City, Missouri-Kansas) published by the United States Department of labor, Bureau of Labor Statistics. The authorization for the Director to annually increase fees shall be cumulative and the failure of the Director to raise fees in any one year shall not waive the Director's authority to cumulatively raise fees by the consumer price index for missed years. The adjustments, if made, shall be made by the Director of Health in conjunction with the adoption of the annual budget of the City.

**9. Renewals.**

The Director will renew an existing permit once permit fee has been received by the Director regardless of whether an inspection has occurred. Suspended permits shall not be renewed until all conditions that warranted the suspension are abated. Revoked permits cannot be renewed.

**10. Refunds.**

There shall be no refund of any fee paid pursuant to this section.

**11. Remaining Funds for Childhood Lead Prevention and Tenant Relocation.**

One hundred percent (100%) of any funds remaining after administrative program expenses shall be allocated to the prevention of childhood lead poisoning and relocation costs for low-income tenants required by the Director to move out of their home due to health or safety threats.

## **Chapter 9: Inspection and Enforcement**

### **A. Inspections Required.**

1. The Director shall cause inspections to be made of all rental properties regulated under this Article, in response to complaints if the Director determines an inspection is warranted, to ensure that the holder of the rental permit issued under this Article is complying with its provisions, the rules and regulations promulgated by the Director, as they may be amended from time to time, and the conditions and requirements set forth in the rental permit issued for the particular rental property for which the permit was issued or renewed.
2. In addition to complaint-based inspections, the Director shall determine a percentage of random annual routine inspections to be completed based on the total number of permitted rental properties.
3. The Director also may require non-complaint-based future inspections based on past performance, such as numerous or repeat violations of this Article or the regulations issued thereunder.
4. Except for an inspection made in response to a complaint by a tenant occupying the inspected rental unit, an inspection of an occupied rental unit shall be made only in (i) exigent or emergency situations, or (ii) upon not less than five-day notice to the affected tenant, as provided in Section 34-866.
5. This Article does not authorize the Director or his or her designee, after conducting an inspection, to report, refer, issue citation, or otherwise disclose to a third party any matter, circumstance or violation disclosed during the inspection which is not explicitly proscribed in this Article or the regulations issued thereunder.

### **B. Authority to Prescribe Additional Rules and Regulations.**

1. Scope of authority. The Director shall formulate rules and regulations for implementing the provisions of this ordinance to include inspection process, method and guidelines. Such rules and regulations shall be filed with the city clerk, and, when so filed, shall be in effect as part of this ordinance. Such rules may be modified or superseded by other rules and regulations filed by the Director from time to time.
2. Scope of regulations. The Director shall have power and authority to make provisions in such rules and regulations for health, sanitation and adequate rental housing standards as such rules and regulations may appertain to each and every person required to be a holder of a permit under this Article; and such provisions, conditions or requirements shall be subject to modification, deletions, additions or other change or alteration as to any person required to be a holder of a permit as the Director may find and determine at any time.

### **C. Complaint by Tenants; Retaliation Prohibited.**

1. In an attempt to provide an opportunity for corrective action to occur without the initiation of a field investigation, unless there are allegations of health hazardous conditions, the Director may request a complainant to first communicate concerns to the owner, permit holder or designated management.
2. The director is given discretion to consider instances where the tenant is the obvious source of damage or reoccurrence of issues in determining whether to conduct a re-inspection or to charge the permit holder for a re-inspection.
3. Retaliation Prohibited.
  - a) No person shall file an action for eviction or fail to renew a lease or alter the terms of a lease because the occupant has reported a violation of this ordinance or a related provision of the city code to the Director, to another city employee or to any other person.
  - b) No person shall cause any service, facility, equipment or utility required under this ordinance to be removed, shut off or discontinued in retaliation for a complaint.
  - c) No person shall charge or demand reimbursement of any fees arising from this Article, including late fees, annual permit review fees and re-inspection fees, to a tenant. The passing of fees from an owner or permit holder to a tenant shall be considered retaliation.
4. If the Director finds violations during a complaint investigation, a re-inspection may be required to ensure corrective action is taken and violations no longer exist.
5. It shall be considered a violation of this Article for a permit holder to include in any lease a term which seeks to waive any right or protection furnished to the tenant under this Article.

### **D. Refusal; Notification of Right to Access; Final Request for Access.**

If after the Director presents credentials and provides notice, a person denies access to the Director, the Director shall inform the person that:

1. Pursuant to this Article, if the rental property is unoccupied, the permit holder is required to allow access to the Director, as access is a condition of the acceptance and retention of a rental property permit to operate;
2. If access is denied, an inspection order issued by the appropriate authority allowing access, may be obtained according to law; and

3. The Director is making a final request for access.

**E. Refusal; Reporting.**

In the event a person still denies access, the Director shall provide details of the denial of access on an inspection report form.

**F. Inspection Order to Gain Access.**

If denied access to a rental property for an authorized purpose, the Director may:

1. Apply for a court order or warrant to gain access; and/or
2. Suspend the permit, unless access was refused solely by the tenant.

**G. Non-Health-Hazard or Non-Life-Threatening Violations; Opportunity to Correct.**

During an inspection, if the Director discovers that a permit holder has failed to comply with this ordinance or the rules and regulations established by the Director, and the violation is not a health hazard or not life-threatening, he or she shall:

1. Inform the permit holder, agent, or employee in writing that violation(s) exist;
2. Allow the permit holder an opportunity to correct the violations within a reasonable period, as determined by the Director; and/or
3. Re-inspect the rental property to determine if the violation(s) still exist.

**H. Health-Hazard Violations; Opportunity to Correct.**

During an inspection, if the Director discovers that a permit holder has failed to comply with this Article or the rules and regulations established by the Director, and the violation is a Health-Hazard Violation, he or she shall:

1. Inform the permit holder, agent, or employee in writing that a violation exists;
2. Allow the permit holder an opportunity to correct the violation within a reasonable period of time, as determined by the Director; and
3. Re-inspect the rental property, if the Director deems it necessary, to determine if the violation still exists.

**I. Life-Threatening Violations; Opportunity to Correct.**

1. During an inspection, if the Director discovers that a permit holder has failed to comply with this Article or the rules and regulations established by the Director, and the violation is life-threatening, he or she shall:
  - a) Inform the permit holder, agent, or employee in writing that a violation exists;
  - b) Allow the permit holder to immediately correct cited violations and eliminate the existing life-threatening violation; or
  - c) Suspend the permit and/or immediately lock, secure or close the area of violation;
  - d) Require the property to be vacated, if determined necessary by the Director; and
  - e) Re-inspect the rental property, if the Director deems it necessary, to determine if the violation still exists.
2. In lieu of permit suspension after considering the nature of the potential hazard involved and the complexity of the corrective action needed, the Director may specify a longer time frame for the permit holder to correct health hazardous or life-threatening violations.

**J. Failure to abate violation; occupied properties.**

If permit holder fails to correct cited violations after three (3) re-inspections the Director may:

1. Issue a permit suspension;
2. Require the property to be vacated; and/or
3. Institute ordinance violation proceedings through municipal court consistent with this Article.

**K. Refusal to Sign Acknowledgment.**

The Director shall inform a person who declines to sign an acknowledgement of receipt of inspectional findings that:

1. An acknowledgment of receipt is not agreement with findings;
2. Refusal to sign an acknowledgement of receipt will not affect the permit holder's obligation to correct the violations noted in the inspection report within the time frames specified;
3. A refusal to sign an acknowledgment of receipt is noted in the inspection report and conveyed to the Director's historical record for the rental property; and

4. Make a final request that the permit holder or representative at the inspection sign an acknowledgement receipt of inspection findings.

**L. Notice of Suspension; with Prior Warning.**

Pursuant to this Article and with prior warning, the Director may suspend a permit for reasons such as:

1. Nonpayment of fees;
2. Denial of access to the Director;
3. Life-Threatening violations;
4. Violations still in existence at a third reinspection; or
5. The Director determines that permit holder or representative at the inspection is in violation of the City Code of Ordinances.

**M. Notice of Suspension; without Prior Warning.**

The Director may suspend a permit by providing written notice to the permit holder or representative at the inspection, without prior warning, notice of hearing, or a hearing, if and when:

1. The Director determines through inspection or other means as specified in the ordinance, that a life-threatening violation or a life-threatening violation exists;
2. The Director determines that permit holder or representative at the inspection is ignoring or refusing to correct a health-hazard violation that can be quickly remediated;
3. The Director determines that permit holder or representative at the inspection is in violation of the City Code of Ordinances;
4. The permit holder or representative interferes with the Director in the performance of his or her duties.

**N. Term of Suspension; Reinstatement of Permit.**

A suspension shall remain in effect until the conditions cited in the notice of suspension no longer exist and their elimination has been confirmed by the Director through re-inspection or other means as appropriate. The Director may initiate any one, or a combination of, compliance methods that include, but are not limited to:

1. Holding a regulatory conference with the Permit Holder; and/or

2. Placing the rental property on probation to allow for a reinstatement of permit with corrective action plan;

**O. Time Frame for Reinstatement.**

After receiving a written request from the permit holder stating that the conditions cited in the suspension order no longer exist, the Director shall conduct a reinstatement inspection of the rental property for which the permit was suspended within three business days, not including City-observed holidays.

**P. Revocation.**

After notifying the permit holder of an opportunity for a hearing, the Director may revoke a Permit if:

1. Serious and repeated violation(s) of any requirement of the Article or regulations have occurred;
2. A suspension has been in effect longer than 90 days;
3. There has been an assault upon or repeated interference with a representative of the Director in the performance of his or her duty; or
4. Permit holder fails to comply with a permit suspension order.

**Q. Request for New Permit.**

Any person whose rental property permit has been revoked by the Director, after a period of six months, may make written application for a new permit and the Director may request a conference to determine whether a new permit will be issued.

**R. Vacation of Property.**

1. In the event the Director orders a property or areas of violation to be vacated, locked or secured, the Director shall:
  - a) Clearly post a copy of the notice at a public entrance to the rental property or area(s) of violation; and
  - b) Send a copy of the notice by first class mail to the permit holder.
2. No person, other than the Director, shall remove a notice posted by the Director.

## **S. Appeals; Permit Suspension or Revocation.**

### **1. Appeal Request.**

A permit holder whose Permit has been suspended or revoked may appeal the Director's decision within (10) ten calendar days following the suspension or revocation notice. If a request for an appeal is not filed by the permit holder within the ten-day period, the suspension or revocation of the permit becomes final.

### **2. Hearing Date.**

The Director shall afford a hearing within fifteen (15) business days after receiving a written request from the permit holder.

### **3. Record of Proceedings.**

The Director shall cause to be made a true and accurate transcript of appeal hearings.

### **4. Action by Director.**

After any hearing shall be concluded, the Director shall make findings of fact and conclusions of law upon which his or her decision shall be based. The Director may reverse, uphold or modify the suspension or revocation decision.

### **5. Failure to Appear.**

Failure of a permit holder to appear at the hearing will result in automatic suspension or revocation of the permit.

### **6. Revocation.**

If the Director decides to revoke a permit after a hearing or failure to appear, such rental property shall be vacated, locked and secured in a fashion deemed necessary by the Director.

## **T. Severability.**

In the event any section, paragraph, sentence, clause, phrase or portions of this Article are declared invalid for any reason, the remainder of this Article shall remain in full force and effect.

## **U. Violations Generally; Penalty; Failure to Obtain Permit or Renew.**

- 1.** Any person violating any provision of this Article, the rules and regulations of the Director, or the conditions and requirements contained in the permit, as any or all of such provisions, rules, regulations, conditions or requirements may be amended, shall be deemed guilty of an ordinance violation, and upon conviction thereof shall be punished as provided in Section 34-864. Such violations apply to actions or inactions taken by the permit holder, his or her agents, designee or employees.
- 2.** Failure of any person to obtain a permit or keep the permit in force and effect by proper renewal thereof, where a permit is required, shall constitute a violation of this Article.

## **V. Authorities; Penalties.**

1. Notwithstanding any other enforcement actions pursuant to this Article, enforcement the Director may seek to enforce the provisions of this Article by instituting proceedings against the permit holder or other persons who violate its provisions.
2. Any person convicted of a violation of any provision of this chapter shall be punished for that violation by a fine of not more than \$1,000.00, or by imprisonment of not more than 180 days, or by both such fine and imprisonment. Each day on which a violation occurs is a separate violation.

## **W. Judicial Remedy.**

The Director may seek a judicial remedy to achieve compliance with the provisions of this Code if a person operating a rental property:

1. Fails to have a valid permit to operate a rental property;
2. Violates any term or condition of a permit;
3. Allows serious or repeated violations to remain uncorrected beyond time frames for correction approved, directed, or ordered by the Director;
4. Fails to comply with a permit suspension or revocation decision issued by the Director; or
5. Fails to comply with an order issued as a result of an appeal hearing.

## **X. Notices; How Served.**

A notice issued in accordance with this Article shall be considered to be properly served if it is served by one of the following methods:

1. The notice is personally served by the Director, a law enforcement officer, or a person authorized to serve a civil process to the permit holder;
2. For notice to the owner, notice shall be deemed sufficient if sent by first class mail to the owner at the address specified in the last permit application filed under this Article. If the owner lacks a required permit under this Article, notice is deemed sufficient if sent by first class mail to the person listed on applicable county records for purposes of paying property taxes on the subject rental property; or
3. For notice to the tenant, notice shall be deemed sufficient if sent by first class mail to the tenant, whether by name or by the term "occupant."

#### **Y. Rental Housing Appeal Board.**

- 1.** There is hereby established a Rental Housing appeal board with the following powers and duties:
  - a. To hear appeals of orders and actions of the Director taken in enforcement.
  - b. To conduct hearings required for duties, including the authority to grant extensions of time and continuances, to administer oaths and affirmations, to issue subpoenas compelling the presence of witnesses and productions of evidence, to cause all hearings to be suitably recorded, and to render its decision in writing.
  - c. To advise the Director on the processes undertaken by the healthy rental homes inspection program including, but not limited to, regulations, and code revisions.
- 2.** The board members shall be appointed by the Mayor for terms of two years and shall include: a representative of the rental housing industry, a member representing tenants, a representative of a local neighborhood association, and four members at large. The Mayor may remove members upon written notice. Each member shall have been a resident of the city for at least one year prior to appointment.
- 3.** The Board is hereby authorized to establish its own rules and regulations to implement this charge.
- 4.** The Board shall conduct business as promptly and efficiently as is possible without compromising any rights of the parties.
- 5.** The method of judicial review of any decision of the Board shall be as provided in Chapter 536 RSMo.