

#### 4.18 RENTAL PROPERTY REGISTRATION AND LICENSING ORDINANCE

4.18.1 PURPOSE. The purpose of this Rental Property Registration and Licensing Ordinance (“RPRO”) is to preserve and promote the public health, safety, and general welfare of the residents, and the public generally, within the body of land (the “Reservoir Project Area”) owned by the Pearl River Valley Water Supply District (the “District”), and to provide an efficient system to ensure that residential rental property is properly maintained. The District recognizes that the most efficient system to provide for inspections of residential rental property is the adoption and implementation of this regulation creating a program requiring the registration and licensing of rental properties.

#### 4.18.2 DEFINITIONS

- a. Apartment: A Dwelling Unit located in a Multiple-Household Dwelling for occupancy by one (1) Household, either rented or leased to the occupants.
- b. Boarding House: A building other than a hotel or motel where, for compensation and by prearrangement for definite periods, meals and/or lodging are provided for two (2) or more persons (other than legally related family members) on a weekly or monthly basis.
- c. District Building Official: The District official designated by the Board of Directors of the District to administer and enforce RPRO, and such representatives as may be appointed by such District official.
- d. Certificate of Compliance: A certificate issued pursuant to RPRO by the District Building Official to ensure that a Dwelling Unit is in conformance with the provisions of RPRO.
- e. District: The Pearl River Valley Water Supply District, an agency of the State of Mississippi.
- f. Condominium: An estate in real property consisting of an undivided interest in common of a portion of a parcel of real property, together with a separate interest in space in a residential building on such real property.
- g. Duplex: A detached residential building designed to be occupied by two (2) or more Households living independently of each other.
- h. Dwelling: A building, or portion thereof, which is designed and used for human habitation.
  - i. Dwelling, Single-Household: A detached residential building designed for occupancy by one (1) Household.
  - ii. Dwelling, Multiple-Household: A building or group of buildings, or portion thereof, that is occupied by two (2) or more Households occupying each unit independently of each other. The term "Multiple-Household

Dwelling" shall be deemed to include Duplexes, Townhouses and buildings containing Apartments or Condominiums. The provisions of RPRO shall apply both to specific Rental Units and the Owners of such Rental Units, as well as to the home owners' association or similar entity that owns, operates, manages, or maintains the Premises or Dwelling, or any portion thereof.

- i. Dwelling Unit: A room or group of rooms occupied or intended to be occupied as separate living quarters for one (1) Household.
- j. Household: One (1) person living alone, or two (2) or more persons living together as a single housekeeping unit, whether related to each other legally or not. The term "Household" shall be deemed to include domestic employees employed by such Household when such employees are on-premise residents. The term "Household" shall also be deemed to include groups occupying a Boarding House, Rooming House or similar Dwelling for group use that is not exempt under the provisions of RPRO.
- k. Owner: Any Person that individually, jointly, or severally with others: (1) has legal or equitable leasehold title to any Premises, Dwelling, Dwelling Unit, or Rental Unit, with or without accompanying actual possession thereof; or (2) has charge, care, or control of any Premises, Dwelling, Dwelling Unit, or Rental Unit as agent of the Owner or as receiver, executor, administrator, trustee, or guardian of the estate of the beneficial Owner.
- l. Person: An individual, firm, association, organization, partnership, trust, company, corporation, or other legal entity. The term "Person" shall be deemed to include any agent, assignee, receiver, executor, administrator, trustee, or guardian thereof.
- m. Premises: A lot, plot, or parcel of land upon which a Dwelling is located, including any other structures thereon.
- n. Rental License: A license issued pursuant to RPRO by the District Building Official allowing a Person to own, operate, manage or maintain a Single-Household or Multiple-Household Dwelling located in the District, which such Dwelling contains one (1) or more Rental Units.
- o. Rental Unit: A Dwelling Unit that is currently rented or leased to one (1) or more Tenants, at least one (1) of whom is not legally related to the Owner of such Dwelling Unit.
- p. Rooming House: A building where lodging only is provided for compensation to two (2) or more persons.
- q. Same Ownership: Ownership by the same individual, firm, association, organization, partnership, trust, company, corporation, or other legal entity; or ownership by different individuals, firms, associations, organizations,

partnerships, trusts, companies, corporations, or other legal entities; in which an associate, member, partner, trustee, or shareholder or a member of his/her family, owns a legal or equitable interest in each firm, association, organization, partnership, trust, company, corporation, or other legal entity.

- r. Tenant: Any individual who occupies or has leasehold interest in a Rental Unit under a lease or rental agreement, whether oral or written, express or implied.
- s. Townhouse: A Multiple-Household Dwelling constructed as a series or group of attached Dwelling Units with property lines separating each unit.

#### 4.18.3 APPLICABILITY

The regulations contained in RPRO shall apply to all residential rental properties within the Reservoir Project Area except as otherwise provided herein.

#### 4.18.4 RENTAL LICENSE

(a) Rental License Required. It shall be unlawful for any person to lease, operate, manage, or maintain a Single-Household or Multiple-Household Dwelling located within the Reservoir Project Area, which such Dwelling contains one (1) or more Rental Units, without a current and valid Rental License having been issued for such Dwelling. Any Person leasing, operating, managing, or maintaining one or more than one (1) such Dwelling shall obtain a Rental License for each separate location.

(b) Application. A written application for a Rental License, signed by the Owner or his/her agent, shall be filed with the District Building Official, upon a form provided by the District Building Official for such purpose. The following information shall be required in the application:

(c) The street address of the Dwelling.

(d) The name, physical and mailing address and telephone number and, if available, telefax number, and email address of each Owner within the Same Ownership.

(e) The name, address and telephone number, and, if available, telefax number and email address of an agent who is designated to receive notices and service of process and is authorized to grant consent for the District Building Inspector to inspect the Premises, Dwelling, Dwelling Units and Rental Units.

(f) A license fee of one hundred dollars (\$100) per Dwelling Unit and one hundred dollars (\$100) for the Dwelling as a whole.

(g) The number and type (by bedroom) of Dwelling Units.

(h) If the written application is signed by an agent on behalf of the Owner, written authorization must be provided documenting the agent's authority.

(i) Duration. A Rental License shall be valid for a period of one (1) year from its issuance date. An application for renewal shall be filed within thirty (30) days prior to the expiration date.

(j) Updates required. If, subsequent to the issuance of a Rental License, the Dwelling for which such Rental License was issued is modified with the effect of adding or removing Dwelling Units, such Rental License shall be updated within thirty (30) days after such modification to reflect the new number of Dwelling Units.

(k) Display. A Rental License issued pursuant to RPRO for a Multiple-Household Dwelling shall be displayed in a conspicuous place at the rental unit, to which all Tenants have access.

(l) Application to existing Rental Units. Persons owning, operating, managing, or maintaining a Single-Household or Multiple-Household Dwelling located within the Reservoir Project Area, which such Dwelling contains one (1) or more Rental Units as of the Effective Date of this Regulation, shall apply for a Rental License no later than ninety (90) days after the Effective Date of this Regulation.

#### 4.18.5 COMPLIANCE STANDARDS

(a) Obligation to comply. The Owner of a Rental Unit in a Single-Household or Multiple-Household Dwelling located in the District shall be responsible for complying with each of the following:

(b) The provisions of RPRO.

(c) All regulations of the District however titled or designated.

(d) Building codes of the District in effect at the time building permits were issued for such Dwelling, including the building, electrical, plumbing, and mechanical codes, subject to adoption of retroactive regulations by the District.

(e) State and federal housing laws and administrative regulations.

(f) Judicial and administrative decrees enforcing any of the provisions of RPRO or other regulations of the District; and/or state and federal housing laws and administrative regulations.

#### 4.18.6 INSPECTION AND CERTIFICATION

(a) Certificate of Compliance required. It shall be unlawful for any Person to lease, operate, manage, or maintain a Rental Unit in a Single-Household or Multiple-Household Dwelling located within the Reservoir Project Area without a current and valid Certificate of Compliance having been issued for such Rental Unit. Any person leasing, operating, managing, or maintaining more than one (1) such Rental Unit shall obtain a Certificate of Compliance for each separate Rental Unit.

(b) Owner consent to inspection. The Owner, as a condition to the issuance of the Rental License, shall consent and agree to permit and allow the District Building Official to make the following inspections of the Premises, Dwelling, Dwelling Units, and Rental Units when and as needed to ensure compliance with the provisions of RPRO:

(i) Access to inspect all portions of the Premises and Dwelling, including common areas, storage areas, community buildings, equipment rooms, parking areas, and all other portion facilities.

(ii) Access to inspect all unoccupied Dwelling Units.

(iii) Access to inspect any Rental Unit when a complaint is filed by a Tenant of such Rental Unit or any District department to the effect that such Rental Unit may be existing in violation of any provision of RPRO.

(iv) Access to inspect any Rental Unit upon termination of a lease or rental agreement, reletting of such Rental Unit, or transfer of title to the Dwelling or any part of the Dwelling containing such Rental Unit.

(c) Inspections authorized. The District Building Official is hereby authorized to make inspections of Premises, Dwellings, Dwelling Units, and Rental Units to determine the condition of such Premises, Dwellings, Dwelling Units, and Rental Units, in order that he/she may perform his/her duties of safeguarding the safety, health, and welfare of Tenants and of the general public.

(i) Right of entry. For the purpose of making the inspections and repairs required and authorized by the provisions of RPRO, the District Building Official is hereby authorized to enter, inspect, repair, alter, and improve all Premises, Dwellings, Dwelling Units, and Rental Units in accordance with the provisions of RPRO.

(ii) Owners, by reason of the terms of the Rental License accepted by Owner, shall be deemed to have voluntarily consented and authorized the District Building Official to enter their Premises, Dwellings, Dwelling Units, and Rental Units at reasonable times for the purpose of effecting such inspection as is necessary to comply with the provisions of RPRO.

(iii) Tenants, by reason of the terms of the Rental License, and the terms of their leases or rental agreements, shall be deemed to have consented and to have authorized the District Building Official to have access to their Rental Units at reasonable times for the purpose of effecting such inspection as is necessary to comply with the provisions of RPRO.

(iv) Should a Tenant or Owner refuse entry, the District Building Official shall be authorized by virtue of the terms of the Rental License to secure a judicial warrant authorizing entry as authorized in this Regulation.

(d) Duration. A Certificate of Compliance shall expire upon the termination of the rental agreement or lease governing the Rental Unit for which such Certificate

of Compliance was issued. Prior to reletting the unit, the Owner shall notify the District of such intent to relet and obtain a new Certificate of Compliance. The District Building Official shall have ten (10) days following such notification to complete such inspection.

(e) Application to existing Rental Units. Persons owning, operating, managing, or maintaining a Rental Unit in a Single-Household or Multiple-Household Dwelling located in the District as of the date this Regulation is adopted shall notify the District of the existence of such Rental Unit no later than ninety (90) days after the Effective Date of this Regulation.

#### 4.18.7 NOTICE AND ORDERS

(a) Notice of inspection. The District Building Official shall provide reasonable advance notice to the Owner or agent as to the date and time of inspection. If such notice indicates that one (1) or more Rental Units will be inspected, the Owner or agent shall provide a copy of such notice to each affected Tenant.

(b) Notice of violation; orders to comply. Whenever the District Building Official determines that there has been a violation of the provisions of RPRO or has grounds to believe that a violation may have occurred based on a complaint filed by a Tenant or any District department to that effect, he/she shall give fifteen (15) days' notice of such alleged violation and orders to comply to the Owner or agent. Such orders shall be in writing and include the following:

(i) A description of each offending Rental Unit, Dwelling Unit, and portion of the Dwelling and Premises sufficient for identification.

(ii) A statement of the reasons for which the notice is being issued.

(iii) Correction orders allowing a reasonable time for completion of the repairs, alterations, or improvements required to bring each Rental Unit, Dwelling Unit, Dwelling, and Premises into compliance with the provisions of RPRO.

#### 4.18.8 TRANSFER OF OWNERSHIP

(a) Notification to District; new Owner's obligations. If an Owner transfers title or otherwise conveys his/her interest in a Dwelling for which a Rental License is currently issued, the new Owner shall notify the District within thirty (30) days after such sale or conveyance and provide the District with all information required of the original Owner on the application for such Rental License. The new Owner shall also designate a new registered agent to receive notices and service of process and to grant consent for the District to inspect the Premises, Dwelling, Dwelling Units, and Rental Units.

(b) Disclosure of violations and uncured orders. It shall be unlawful for the Owner of any Dwelling who has received a notice of violation and orders to comply pertaining to such Dwelling, which violation remains uncured, to transfer title to or otherwise convey his/her interest in such Dwelling unless he/she has furnished the vendee or grantee a

copy of such notice and orders to comply and has given the District Building Official a notarized statement from the vendee or grantee acknowledging the receipt of the same and accepting legal responsibility for curing the violation.

#### 4.18.9 SUSPENSION OF RENTAL LICENSE AND COMPLIANCE CERTIFICATE

(a) Cause. An Owner's Rental License for a Dwelling, and Certificate of Compliance for a Rental Unit, shall be suspended if, having received written notice of a violation, the Owner fails to comply with the correction orders within the time set for correction by the District Building Official and takes no appeal.

(b) Effect of suspension. Notwithstanding any other provision of RPRO, it shall not be unlawful for any Person to continue leasing, operating, managing, or maintaining a Dwelling or Rental Unit whose Rental License or Certificate of Compliance, respectively, has been suspended. However, such Person shall not permit any new occupancies of vacant, or thereafter vacant Dwelling Units in such Dwelling, until such time as the Rental License and Certificate of Compliance are restored.

(c) Disconnection of utilities. The District Building Official may notify all public utility companies serving the Dwelling or Rental Unit that the Rental License and Certificate of Compliance have been suspended for violation of RPRO, and request that all public utility services be discontinued for such Dwelling or Rental Unit until notice of compliance is received. Any public utility company may refuse to connect any Dwelling or rental Unit until a Rental License or Certificate of Compliance is issued.

(d) Restoration. A suspended Rental License and Certificate of Compliance shall be restored upon compliance with the correction orders and request for restoration by the Owner.

#### 4.18.10 RENTAL LICENSE FEE

(a) No Rental License shall be issued until all requirements of RPRO have been satisfied and payment made for such Rental License. The fee for a Rental License shall be one hundred dollars (\$100) per Dwelling Unit, per year, and one hundred dollars (\$100) per Dwelling as a whole, per year, and is non-refundable. Should payment be made by check or other instrument that is not honored, the Rental License for which such payment was made shall become null and void without additional action by the District. The fee shall be paid at the time the initial application is filed and at the time each renewal is filed. The fee for issuing a replacement or duplicate Rental License shall be one hundred dollars (\$100). When a Rental License is updated to reflect the addition of Dwelling Units to a Dwelling, an additional fee for such Dwelling Units shall be paid, pro-rated for the remaining term of such Rental License.

#### 4.18.11 APPEALS

(a) An Owner or Tenant who disagrees with a determination or order of the District Building Official under RPRO, which determination or order concerns his/her Premises, Dwelling, Dwelling Unit, or Rental Unit, may appeal such determination or order to

the Executive Committee of the Board of Directors of the District. The appeal shall be filed within ten (10) days after notification of the decision or order is given to the aggrieved party. The appeal shall be in writing on a form provided by the District for such purpose, and shall state the reasons why the appellant disagrees with such determination or order.

#### 4.18.12 EXEMPTIONS

(a) The provisions of RPRO shall not apply to:

(i) An Owner-occupied Dwelling Unit, where such Owner allows joint occupancy of the Dwelling Unit, unless the portion of such unit that is rented or leased to the Tenant constitutes a separate Dwelling Unit as evidenced by separate kitchen facilities.

(ii) Housing that is owned, operated, managed, or maintained by a government agency or authority.

(iii) Housing that is exempted from municipal regulation by state or federal law or administrative regulation.

#### 4.18.13 VIOLATIONS

(a) Any Person who violates any provision of RPRO shall be subject to a fine not to exceed One Thousand Dollars (\$1,000.00) or by imprisonment not to exceed fifteen (15) days, or both the amount of the fine and the term of the imprisonment, within the maximum limit set by Section 51-9-127 of the Mississippi Code of 1972, as amended, to be determined by the court.

#### 4.18.14 NO WARRANTY BY DISTRICT

(a) By adopting and undertaking to enforce RPRO, neither the District nor its Board of Directors, agents, or employees warrant or guarantee the safety, fitness, nor suitability of any Premises, Dwelling, Dwelling Unit, or Rental Unit located within the Reservoir Project Area. Owners and Tenants should take whatever lawful steps they deem appropriate to protect their interests, property, health, safety, and welfare.

#### 4.18.15 SEVERABILITY

(a) Every section, subsection, or provision of RPRO is declared separable from every other section, subsection, or provision to the extent that if any section, subsection, or provision of RPRO shall be held invalid, such holding shall not invalidate any other section, subsection, or provision thereof.

#### 4.18.16 ENFORCEMENT

(a) Discontinuance of water service. The District Building Official may notify the Owner and may post notice at the Rental Unit, Dwelling Unit, Dwelling or Premises that potable water service will be discontinued within no less than sixty days from the



date of the notification unless the violation of this regulation is corrected. In order to reinstate water service, the violation must be cured in accordance with the correction orders and the applicable re-connect fee paid, together with any past due water bills.

(b) The District may enforce this Regulation in a court of competent jurisdiction and seek a fine not to exceed One Thousand Dollars (\$1,000.00) or by imprisonment not to exceed fifteen (15) days, or both the fine and term of imprisonment.

4.18.17 EFFECTIVE DATE

(a) This Regulation shall take effect on February 27, 2009.

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