



**CITY OF
MOUNT
DORA**

**510 N. Baker St.
Mount Dora, FL 32757
Phone: (352) 735-7126**

DATE: February 21, 2017

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

SUBJECT: Ordinance No. 2017-05, Amendment to Chapter 22, Part VII, Real Property Rental Inspection, *Code of Ordinances*.

Procedure: Call Up Item.
City Manager Background
Public Comment (speaker request forms submitted prior to beginning of meeting).
Council Motion & Discussion.
Council Action.

Introduction:

The City Council is requested to approve an amendment to Chapter 22, Part VII, *Code of Ordinances* (Real Property Rental Inspection), on first reading of Ordinance No. 2017-05 and hold hearing for second reading and adoption.

Discussion:

On November 1, 2016, the City Council directed staff to review the City's rental license inspection program. The City has the responsibility to enforce the *Florida Building Code* and other related regulations relative to safe and habitable property maintenance and structures.

The rental inspection program was enacted 9 years ago to ensure residential dwellings maintain certain health standards, proper equipment, and maintenance. The City Council on October 7, 2007, enacted Ordinance No. 2007-955 requiring all owners of rental property to license their properties. All homes over 5 years were required be inspected if rented. Ordinance No. 2008-1011, enacted on July 1, 2008, revised the rental program to require only an inspection at the initial vacancy of the unit. Following this inspection, property owners provide affidavits stating that the structure of their property has been inspected and meets *the International Property Maintenance Code (IPMC)*. Section 22.290 of the Code of Ordinances adopted the 2006 edition of the *IPMC*.

If a dwelling unit is rented for 30 days or more a rental license is required. The details of the program were highlighted at the November 1, 2016, City Council meeting and it was concluded

the existing ordinance needed updating to eliminate unnecessary procedures, fees.

To garner input and community feedback on the merits of the existing rental program, the City conducted two community workshops. The first session was held on December 16, 2016, with 20 attendees and City staff members to review the rental issues, procedures, and overall pros/cons. A second input session occurred on January 20, 2017.

From the discussions and feedback, staff is recommending the following changes and updates:

- 1) No annual rental license fee and no 3-year certificate of re-inspection; and
- 2) A 1-time registration and fee; and
- 3) Development of an easy to read and apply Inspection Checklist in lieu of the *IPMC*; and
- 4) Biannual submission to the City by property owners of affidavits stating that the structures on properties have been inspected with no changes and meets the minimum criteria as outlined in the Inspection Checklist; and
- 5) Remove the temporary certificate of inspection, as this aspect is no longer needed; and
- 6) Remove the delinquencies and applicability sections, as these regulations are covered under other sections of the *Code of Ordinances* which revisions will also avoid any inconsistencies within the *Code of Ordinances*.

The proposed changes will automatically keep any existing (valid) rental license active. Thus, if valid rental licenses at the time the proposed ordinance is enacted, these rental licenses will remain active. In these cases, the biannual affidavit submittal requirement will start on the date of the enactment of the proposed ordinance.

Budget Impact: The rental ordinance program fee collected averages \$10,504.00/year. It is estimated the one-time registration code amendment proposal will reduce the fee collected annually to \$1,200 (estimated 15 new rental licenses per year at the existing rate of \$80 each).

The associated ordinance amendment processing cost breakdown is as follows:

○ 2 Workshop notice mailings:	\$ 726.00
○ 2 Workshop notice newspaper ads:	\$ 920.00
○ Legal Review:	\$ 300.00 (estimate)
○ Legal Ordinance Enactment Ad:	\$ 190.00 (estimate)
○ Codification Costs (Municipal Code Corporation):	<u>\$2,928.80 (estimate)</u>
	Total: \$5,064.80 (estimate)

The notice mailing and legal ad cost are funded under the Planning and Development Department Promotional Activities/Ads Account No. 001-5150-548.000 which has a remaining balance of \$9,047.52.

Codification by the Municipal Code Corporation estimated cost is funded under Account No. 001-5121-534-00-00 which has a remaining balance of \$21,803.26

Strategic Impact: None

Recommendation: It is recommended that City Council read Ordinance No. 2017-05 by title only, approve the Ordinance on first reading and schedule a public hearing for March 7, 2017.

Attachment: 1. Inspection Checklist

Prepared by: Vince Sandersfeld, Interim Planning Director

Reviewed by: Mike Sheppard, Finance Director
Michael Wieland, Building Official/Fire Marshal
Cindy Sommer, Code Enforcement Officer



**CITY OF
MOUNT
DORA**

ATTACHMENT #1

RESIDENTIAL RENTAL INSPECTION PROGRAM

INSPECTION CHECKLIST

MOUNT DORA CITY ORDINANCES 2007-944; 2007-955

PHONE: 352-735-7116

E-MAIL: rentalinspection@cityofmountdora.com

OWNERS:

NAME: _____

ADDRESS: _____

CITY/ST: _____

PHONE: _____

RENTAL PROPERTY:

ADDRESS: _____

EMAIL: _____

AGENT: _____

PHONE: _____

CODE SECTION:	ITEM:	C	NC	N/A	Violation Class
302	EXTERIOR PROPERTY				
302.1	Exterior Sanitation				Minor
302.2	Lot Grading				Minor
302.3	Sidewalks				Minor
302.4	Weeds				Refer to Code E.
302.5	Rodents/Vermin Infestation				Major
302.6	Exhaust Vents				Minor
302.7	Accessory Structures				Refer to Code E.
302.8	Motor Vehicles				Refer to Code E.
303	SWIMMING POOLS/SPAS				
303.1	Swimming Pools				Major
303.2	Pool Enclosure				Major
304	EXTERIOR STRUCTURE				
304.2	Exterior Protective Treatment				Minor
304.3	Address Numbers				Minor
304.4	Structural Members				Major
304.5	Foundation Walls				Major
304.6	Exterior Walls				Major
304.7	Roofs				Major
304.8	Decorative Features				Minor
304.9	Overhang Extensions				Minor
304.10	Stairs, Decks, Balconies				Major
304.11	Chimneys & Towers				Major
304.12	Handrails & Guards				Major
304.13	Windows				Minor
304.14	Screens				Minor
304.15	Doors				Minor
304.16	Basement Hatch				Minor
304.17	Basement Windows				Minor
304.18	Building Security				Minor
305	INTERIOR STRUCTURE				
305.2	Structural Members				Major

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305.3	Interior Surfaces				Minor
CODE SECTION:	ITEM:	C	NC	N/A	Violation Class
305.4	Stairs & Walking Surfaces				Major
305.5	Handrails & Guards				Minor
305.6	Interior Doors				Minor
306	HANDRAILS/GUARDRAILS				
306.1	Handrails/Guardrails				Major
307	RUBBISH & GARBAGE				
307.1	Accumulation of Rubbish				Refer to Code E.
307.2	Disposal of Rubbish				Refer to Code E.
307.3	Disposal of Garbage				Refer to Code E.
308	EXTERMINATION				
308.1	Infestation of Pests				Major

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

CODE SECTION:	ITEM:	C	NC	N/A	Violation Class
402	LIGHT				
402.1	Habitable Spaces				Minor
402.2	Common Halls & Stairways				Minor
402.3	Other Spaces				Minor
403	VENTILATION				
403.1	Habitable Spaces				Minor
403.2	Bathrooms & Toilets				Major
403.3	Cooking Facilities				Minor
403.4	Process Ventilation				Minor
403.5	Clothes Dryer Ventilation				Major
404	Occupancy Limitations				
404.1	Privacy				Major
404.2	Minimum Room Widths				Major
404.3	Minimum Ceiling Heights				Major
404.4	Bedroom & Living Rooms				Major
404.4.1	Room Area				Major
404.4.2	Access From Bedrooms				Major
404.4.3	Water Closet Accessible				Major
404.4.4	Prohibited Occupancy				Major
404.4.5	Other Requirements				Major
404.5	Overcrowding				Major
404.6	Efficiency Unit				Major
404.7	Food Preparation				Major

ATTACHMENT #1

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

CODE SECTION:	ITEM:	C	NC	N/A	Violation Class
502	REQUIRED FACILITIES				
502.1	Dwelling Units				Major
503	TOILET ROOMS				
503.1	Privacy				Major
503.2	Location				Major
503.4	Floor Surface				Major
504	PLUMBING SYSTEMS				
504.1	General				Major
504.2	Fixture Clearance				Minor
504.3	System Hazards				Major
505	WATER SYSTEM				
505.1	General: Connection				Major
505.2	Contamination				Major
505.3	Supply				Minor
505.4	Water Heating				Major
506	SANITARY DRAINAGE				
506.1	General: Connection				Major
506.2	Maintenance				Minor
507	STORM DRAINAGE				
507.1	Storm Drainage				Minor

MECHANICAL AND ELECTRICAL REQUIREMENTS

CODE SECTION:	ITEM:	C	NC	N/A	Violation Class
602	HEATING FACILITIES				
602.2	Residential Occupancy				Major
602.3	Heat Supply				Major
602.4	Occupiable Work Spaces				Minor
602.5	Room Temperature				Minor
603	MECHANICAL EQUIP.				
603.1	Mechanical Appliances				Major
603.2	Venting				Major
603.3	Clearances				Major
603.4	Safety Controls				Major
603.5	Combustion Air				Major
603.6	Energy Conservation				Minor
604	ELECTRICAL FACILITIES				
604.1	Required Facilities				Major
604.2	Service				Major
604.3	Electrical Hazards				Major

ATTACHMENT #1

CODE SECTION:	ITEM:	C	NC	N/A	Violation Class
605	ELECTRICAL EQUIPMENT				
605.1	Installation				Major
605.2	Receptacles				Major
605.3	Luminaries				Minor
606	ELEVATORS				
606.1	Maintenance & Certification				Major
606.2	Elevator Operation				Minor
607	DUCT SYSTEMS				
607.1	General				Minor

FIRE SAFETY REQUIREMENTS

CODE SECTION:	ITEM:	C	NC	N/A	Violation Class
702	MEANS OF EGRESS				
702.1	General				Major
702.2	Aisles				Major
702.3	Locked Doors				Major
702.4	Emergency Escape Openings				Major
703	FIRE RESISTANCE RATE				
703.1	Rated Assemblies				Major
703.2	Protected Openings				Major
704	FIRE PROTECTION				
704.1	General: Maintenance				Major
704.2	Smoke Alarms				Major
704.3	Power Source				Major
704.4	Interconnection				Major

() CERTIFICATE OF INSPECTION ISSUED () RE-INSPECTION REQUIRED

INSPECTOR: _____ DATE: _____

DATE FOR RE-INSPECTION: _____

MAJOR VIOLATIONS RENDER THE STRUCTURE AS UNINHABITABLE.

MOST REPAIRS REQUIRE A BUILDING PERMIT; PLEASE CHECK WITH THE CITY OF MOUNT DORA BUILDING DEPARTMENT FOR PERMITTING REQUIREMENTS AND TO SEE IF A PERMIT IS NEEDED.

PHONE: 352-735-7115 X 1706
E-MAIL: buildingdept@cityofmoundora.com

ORDINANCE NO: 2017-05

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING CHAPTER 22, PART VII, REAL PROPERTY RENTAL INSPECTION, CODE OF ORDINANCES, CITY OF MOUNT DORA, FLORIDA; REVISING RENTAL LICENSE INSPECTION REQUIREMENTS AND CERTIFICATION RENTAL INSPECTION CRITERIA; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS, SEVERABILITY; CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; AND AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora regulates site standards by exercising its home rule powers in the best interest of the health, safety, welfare, and enjoyment of its citizens; and

WHEREAS, the City Council from time-to-time provides updates and amendments to the *Code of Ordinances, City of Mount Dora, Florida*; and

WHEREAS, the City of Mount Dora has the responsibility to enforce the *Florida Building Code* and other related regulations relative to safe and habitable property maintenance and structures; and

WHEREAS, the City Council enacted Ordinance Number 2007-955 on December 2, 2007, which established the City's real property rental inspection program and, subsequently, amended those provisions by enacting Ordinance Number 2008-1011 on July 1, 2008; and

WHEREAS, the City Council finds it to be in the best interests and general welfare of the citizens and businesses of the City to update the City's real property rental inspection program in keeping with recent community housing trends and to streamline inspection processes and procedures; and

WHEREAS, the City Council hereby finds and determines that the provisions of this Ordinance advance a legitimate public purpose and promote and protect the public health, safety, morals and welfare of the public; and

WHEREAS, this Ordinance, although not amending or enacting land development regulations of the City, is consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Mount Dora*.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City Council of the City of Mount Dora has complied with all requirements and procedures of the Florida law in

processing this Ordinance and the recitals to this Ordinance (whereas clauses) are adopted as the legislative findings and intent of the City Council.

SECTION 2. AMENDMENT OF CHAPTER 22, PART VII, CODE OF ORDINANCES, CITY OF MOUNT DORA, FLORIDA. Chapter 22, Part VII, Real Property Rental Inspection, *Code of Ordinances, City of Mount Dora, Florida* is hereby revised and amended to read as follows:

CHAPTER 22 - BUILDINGS AND BUILDING REGULATIONS

PART VII. - REAL PROPERTY RENTAL INSPECTION

Sec. 22.710. - Short title.

This part shall be known and may be cited as the "Mount Dora Real Property Rental Inspection Ordinance."

Sec. 22.720. - Definitions.

The following definitions shall apply to this part:

Change in occupancy means any change in occupancy of the majority of adult occupants of a dwelling.

Inspection checklist means the residential rental dwelling compliance checklist prepared by the City Manager, or designee consistent with the general principals and guidelines of the International Property Maintenance Code, as adopted by the City.

Local agent means any person or firm who has charge, care or control of a building, or part thereof, in which rental dwelling units are maintained.

Property owner means any person, agent, operator, firm, corporation, partnership, association, property, maintenance group, or fiduciary having equal, equitable, or other interest in real property; or recorded in the official records as holding title to the property; or otherwise having control of the property, including the local agent or the guardian of the estate of any such person and the executor or administrator of such person's estate. When used in this party proscribing any activity or imposing a penalty, the term, as applied to partnerships and associations, shall mean each partner and as applied to corporations, the officers thereof.

Rental dwelling unit means a structure or part of a structure used as a home, residence or sleeping place that is occupied by one or more tenants for which the owner is receiving, or is entitled to receive, rent or compensation in any other form. It does not include properly approved and licensed bed and breakfasts, hotels, motels, medical and educational institutions, assisted living facilities, or other rental dwelling units exempt under the provisions of this part.

Underlined words constitute additions while ~~striketrough~~ constitutes deletions, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

Special magistrate means a person or persons designated by city council pursuant to ~~Ordinance No. 887~~ Section 2.1290 through Section 2.1350 of this Code who is hereby given authority to hear violations and appeals as specified in this part.

Vacancy means any change used interchangeably with "change in occupancy," vacancy means any change in the occupancy of the majority of a rental dwelling unit.

Sec. 22.730. - License required for rental dwelling units.

It is prohibited and ~~shall be~~ unlawful for any property owner or other person, firm, corporation or other entity to operate or cause to be rented any rental dwelling unit, either as lessor, owner or agent, without having first obtained ~~an annual~~ a rental license in compliance with the provisions of this Part section.

Sec. 22.740. - Rental license application; exemptions from licensing and inspections.

(a) The owner of each existing rental dwelling unit existing as of the effective date of this part, unless the dwelling has a valid license, shall file an application for a rental dwelling unit license for each rental dwelling unit on a form prescribed by the city. In the case of a property owner making application for a multi-unit building consisting of ~~more than four~~ 5 or more rental dwelling units (for example apartment complexes) at one location, only one application per building shall be filed; however, the license fee shall be determined by the number of rental dwelling units. In addition, the owner of each rental dwelling unit constructed or converted to rental use after the effective date of this part shall file an application for a rental dwelling unit license on a form prescribed by the city prior to any initial occupancy.

(b) An agent may apply for a rental license upon exhibiting a sworn statement from the property owner, provided that the written ~~such~~ authorization acknowledges receipt of a copy of this part and acknowledges that failure to abide by this part or other applicable codes and ordinances may result in a lien upon other property of the owner.

(c) Exemptions. No rental license or inspection is required of any:

(1) Property owner who occupies a single-family dwelling unit, so long as a tenant lives with the owner ~~for a minimum of 30 days within a calendar year; or~~

(2) Rented duplex or triplex, triplex, or quadraplexes units in which the property owner resides within the attached on-site dwelling unit; or

(3) Residential units required to be inspected on a periodic basis for compliance with state or federal housing standards (for example apartment complexes); provided, however, that the property owner must submit to the city a certificate of inspection or other documentation verifying the compliance with said standards; furthermore, nothing herein shall prohibit the city from conducting a complaint-driven or inspector-initiated inspection of such dwelling unit.

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Nothing in these exemptions otherwise excuses property owners from compliance with the *International Property Maintenance Code* or any other applicable codes or ordinances.

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Sec. 22.750. - Rental license fee and inspection fee.

~~(a) Annual rental license fee shall be valid from April 1 through March 31 of each year. Said license fee will be pro-rated on a semi-annual basis for the initial license fee period to the specific rental dwelling unit. All property owners of rental dwelling units within the city shall~~

~~(b) The annual rental license fee shall be charged for any license issued hereunder and for all subsequent renewals as established by resolution of the city council. The license fee shall be tendered with application for issuance of a license and annually thereafter on or before the date of the license renewal. The receipt from the city that the rental license fee has been paid shall be evidence that the rental license has been issued.~~

(a) Each property owner that rents a dwelling unit the is subject to the provisions of this Part shall register for a one-time rental license and certificate of inspection. Existing rental dwelling units with a valid license and certificate of inspection at the adoption date of this Ordinance shall remain active and be considered registered unless there is a change in ownership under subsection 22.750(b) of this Code.

(b) If the property remains being used as a rental dwelling unit, the current license and certificate of inspection may be transferred to the new owner. However, the new property owner shall submit a new, completed application in compliance with the requirements of this Part, or provide the City with an affidavit stating that the structure has been inspected and meets the minimum criteria as outlined in the Inspection Checklist adopted by the City. A license and certificate of inspection shall terminate upon failure to apply for their transfer within 30 days of the date of sale or transfer of ownership of a rental dwelling unit.

(c) Every 2 years the property owner shall provide the City with an affidavit stating that the structure meets the minimum criteria as outlined in the Inspection Checklist with no changes from the time that the last affidavit was filed with the City.

~~(e) (d) An inspection fee shall be assessed and paid before a rental inspection is conducted and a certificate of inspection is issued, pursuant to section 22.760. A re-inspection fee shall be assessed and paid to review corrective action required on a rental dwelling unit. The inspection and re-inspection fees fee shall be established by resolution of the city council.~~

~~(d) (e) No refunds for license, or inspection, or re-inspection fees shall be made to those discontinuing operation or who sell, transfer, give away, or otherwise dispose of a licensed property to another property owner. If the property remains as a rental dwelling unit, the current license may be transferred to the new owner, and no additional fees are necessary for the remaining license or inspection periods. However, the new property owner shall submit a new, completed application in compliance with the requirements of this part. A license and certificate of inspection shall terminate upon failure to apply for their transfer within 30 days of the date of sale or transfer of ownership of a rental dwelling unit.~~

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Sec. 22.760. - Rental inspection program requirements.

The provisions of this section shall not be interpreted as authorizing the city to conduct inspections of properties or dwelling units without the consent of the owner or occupant or without an administrative inspection warrant. It is not possible to implement this inspection program city-wide immediately when this part becomes effective. However, the following requirement shall apply city-wide:

(1) This inspection program applies to all rental dwelling units. In the first instance that a dwelling unit has a change in occupancy to by rental, ~~there must exist~~ a valid certificate of inspection must be obtained from the city for that unit before it can be lawfully ~~re-occupied~~ occupied by a tenant. ~~Following the first instance in change of occupancy, the property owner may request an inspection or provide an affidavit stating that the structure has been inspected and meets the minimum criteria as outlined in the International Property Maintenance Code as adopted and amended by the city.~~

(2) It is prohibited and ~~shall be~~ unlawful for any owner of a dwelling unit to allow any tenant to occupy that housing unit if the required certificate of inspection ~~or affidavit~~ provided by the property owner stating that the structure has been inspected and meets the minimum criteria of ~~as outlined in the International Property Maintenance Code as adopted and amended by the city~~ Inspection Checklist for that unit has not been issued by the city at the time of the occupancy commenced for that tenant.

(3) Subsection (2) shall not apply to tenants who began their tenancy in the subject dwelling unit prior to October 7, 2007 ~~the effective date of this part~~ or which have a valid rental license.

(4) After a dwelling unit has been inspected, the certificate of inspection shall be issued by the city if that dwelling unit and property comply with all applicable codes of the city.

(5) If the dwelling unit does not comply with the applicable provisions of all city codes, that dwelling unit must be brought into compliance before a certificate of inspection will be issued and occupancy allowed.

(6) If the property does not comply with the applicable provisions of all city codes, the property shall be brought into compliance before a certificate of inspection will be issued for a housing unit.

(7) For inspections involving multiple residential dwelling units (for example, apartment complexes) which exceed 4 ~~four~~ at one location and upon the consent of the owner or designee or issuance of an administrative inspection warrant, a random sampling of the properties may be inspected at the discretion of the building official or fire chief, or their designees. The minimum random sampling of the property is 30 percent of the rental dwelling units, and the maximum is 100 percent of the rental dwelling units. For purposes of calculating inspection totals, any fractional portion of a unit shall be counted as an additional unit being inspected.

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~~(8) A certificate of inspection shall be valid for up to 36 months, or upon a change in the tenant occupancy, whichever occurs first. It is the general intent of this section that each rental dwelling unit shall be inspected at least once every 36 months, unless a re-inspection is warranted, or unless the rental dwelling unit is vacant. The city shall maintain an inspection and re-inspection schedule.~~

~~(9)~~ Rental dwelling units contained in structures that are less than 5 five years old are exempt from the ~~initial~~ inspection process, but are not exempt from obtaining a rental license. This exemption recognizes that newer structures receive initial inspections per the building code process, and no further duplication is required for five years.

~~(10) Upon request of any tenant or prospective tenant, the property owner or agent shall produce the certificate of inspection issued by the city.~~

~~(11)~~ (9) If the current certificate of inspection is lost or destroyed, the property owner or agent may apply to request the city to issue for a duplicate certificate without charge , ~~without re-inspection, unless inspection is due because of the passage of more than 36 months. Whether within a two-family or multi-family dwelling, any rental dwelling units within a structure which are in compliance with all applicable codes may continue to be occupied even if rental dwelling units in other portions of the structure do not comply with all applicable codes so long as the non-compliant units do not create a hazard to the health and safety of the persons in the units in compliance, passersby, or nearby properties.~~

Sec. 22.770. - Conduct of inspections.

Each property owner engaged in the business of renting dwelling units shall undertake to make such property available for a reasonable inspection of the exterior and interior of the dwelling to determine compliance with the city's codes, provided that the city shall at all times honor the rights of the property owner and the tenant.

(1) Inspections required under this part shall be made only by rental inspectors designated by the city manager. A law enforcement officer may accompany rental inspectors provided that there is probable cause to believe that an inspector's personal safety is at risk during the inspection. No other unqualified person may accompany rental inspectors without consent of the property owner or tenant.

(2) Inspections shall be made at the request of the tenant, at the request of the property owner when the property is unoccupied between rentals, or when the rental inspector has reasonable suspicion, supported by a sworn affidavit, to believe that a health or safety violation exists inside the dwelling. Inspection fees shall not be charged for tenant requested inspections or nonrequested inspections by the rental inspector if no violation is found.

(3) The rental inspector shall make his or her inspections during normal working hours unless:

a. The rental inspector has made an appointment for another inspection time, at the request of the property owner or tenant; or

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b. The rental inspector has previously attempted, ~~2 two~~ or more times, to complete an inspection during normal working hours and has found no adult person on the premises authorized to admit the inspector.

(4) At the commencement of each inspection, the rental inspector shall exhibit his or her credentials and identification and advise the property owner, tenant, or adult person authorized to admit the inspector that an inspection is required under the provisions of this part.

(5) If the rental inspector is denied admittance by the property owner, tenant, or local agent, or if the rental inspector fails in at least ~~3 three~~ attempts to complete an inspection of the premises because there is no adult person on the premises to admit the inspector, the rental inspector shall provide notice of failure of inspection to the property owner, by certified mail to the address shown on the license. Within ~~3 three~~ days after receipt or refusal of such notice, the property owner shall arrange the admittance of the inspector to the premises for the completion of the required inspection. If the property owner fails to arrange such admittance, the city shall revoke, in accordance with the requirements of controlling law relating to administrative due process, the license and certificate of inspection and shall notify the property owner of such revocation by certified mail. If the property owner thereafter continues to permit the rental of the premises without inspection, the property owner shall be subject to proceedings before the city's special magistrate for violation of this part and for any other Code violations which may be apparent.

~~Sec. 22.780. -- Temporary certificate of inspection.~~

~~(a) A temporary certificate of inspection may be issued by the inspector when existing violations pose no serious or immediate threat to the health or safety of an occupant or occupants of adjacent dwelling units, are not a blighting influence upon the surrounding neighborhood, are not a serious threat to nearby properties, and when the following conditions are met:~~

~~(1) The owner has been justifiably delayed in making the necessary corrections to permit the issuance of a certificate of inspection and has a valid contract in writing with a person qualified to perform the work and furnish the materials to correct the violations, any permits required to perform the work have been obtained, and the contract specifies the dates for commencement and completion of the work; or the owner provides a notarized sworn statement representing that the necessary work is to be accomplished by the owner and specifying the date by which the work is to be completed, and any permits required to perform the work have been obtained.~~

~~(2) The inspector finds that the delay in the correction of the violations and the plans for such corrections are reasonable and the work can be undertaken and completed while the premises are occupied.~~

~~(b) A temporary certificate of inspection will state a specific date by which correction of the violations will be accomplished and will be valid until that date, provided that no temporary certificate of inspection shall be valid for more than six months. A re-inspection will be made immediately prior to or at the time of expiration of the temporary certificate of inspection.~~

~~(c) If the corrections have not been completed by the expiration date of the temporary certificate of inspection, it shall be unlawful for the owner of the housing unit, for which the temporary certificate of inspection has expired, to allow any tenant to occupy that housing unit.~~

~~Sec. 22.790. -- Temporary waiver of certificate of inspection.~~

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~~(a) In the event the inspector is unable to respond to a request for inspection as provided in this article, or is unable to inspect prior to the expiration of a certificate of inspection, the owner may be issued a temporary waiver of certificate of inspection.~~

~~(b) Prior to obtaining a temporary waiver of certificate of inspection the owner shall submit to the city a sworn affidavit stating that the owner is not aware of any major violations or minor violations as defined herein and shall agree in writing, in a form acceptable to the city, to hold the city harmless from any claim, damage or liability which may arise from or as a result of any nondisclosed major violations or minor violations. Upon receipt of said affidavit and hold-harmless agreement, the city shall issue a temporary waiver of certificate of inspection.~~

~~(c) A temporary waiver of certificate of inspection shall be valid for a period of no longer than two weeks.~~

~~(d) An owner that has been issued a temporary waiver of certificate of inspection shall be allowed to permit a change of occupancy of the housing unit for which the waiver was issued without the owner being in violation of this part.~~

~~(e) Before the waiver expires, the inspector will inspect the housing unit and shall determine if the housing unit is eligible for a certificate of inspection. If it is eligible, the inspector shall issue a certificate of inspection. If it is not eligible, the inspector may issue a notice of violation.~~

~~(f) Notwithstanding any other provision of this section to the contrary, if the city has, through no fault of the owner of a housing unit, failed to inspect a housing unit, prior to the temporary waiver of certificate of inspection expiring, the owner shall not be in violation of this section by allowing a tenant to occupy such housing unit provided that such tenant was occupying the housing unit at the time the temporary waiver of certificate of inspection expires.~~

Sec. ~~22.800~~ 22.780. - Nontransferability.

A rental license, certificate of inspection, temporary certificate of inspection, or temporary waiver of certificate of inspection shall not be transferred to any other rental dwelling unit.

Sec. ~~22.810~~. -- ~~Delinquencies, violations and revocation.~~

~~(a) Delinquencies.~~

~~(1) If a rental license is required under this part and the license is not obtained within 30 days of the required date, the city shall collect a delinquency penalty of ten percent of the amount otherwise prescribed, for each month or portion of a month in which no required license was obtained. This penalty is in addition to the license fee.~~

~~(2) If a license or certificate or inspection is required under this part and the same is not obtained or is revoked for failure to allow inspection, or the property fails upon inspection to meet the requirements of all applicable city codes, the property owner shall, after hearing before the city's magistrate, be subject to the revocation of the rental license or the revocation of certificate of inspection for one or more properties found to be in violation, and a civil penalty of no more than \$250.00 for each day of violation, and the city shall have a first lien therefore upon the property upon which such violation is determined to have occurred.~~

~~(b) Violations. If the inspector finds violations of any applicable city codes in a dwelling unit or on the property, the inspector may issue a notice of major or minor violation to the property owner.~~

~~(1) Major violation shall mean a defect that is immediately dangerous to the health or safety of the occupants, passersby, occupants in other dwelling units on the property, or nearby properties.~~

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~~In addition, five or more minor violations in the dwelling unit or the property of all city codes shall be considered, collectively, as a major violation.~~

~~(2) Minor violation shall mean a defect that is not an immediate hazard but, if allowed to remain unrepaired, will potentially cause a hazard or further property deterioration.~~

~~(3) Such violations shall be cited in the notice of violation as major or minor violations, and the nature of the violations shall be specified on the notice. After the time specified for correction, the rental inspector shall re inspect the premises to confirm that the violations have been corrected. If the violations have not been corrected, the inspector may file a verified notice that the violations have not been corrected with the city's special magistrate.~~

~~(c) Revocation. A license and certificate of inspection may be revoked by the city's special magistrate upon:~~

~~(1) Failure of the property owner to take corrective action within 30 days of notification of the issuance of two verified violations within a 12 month period. Termination of a rental agreement pursuant to the remedies available under F.S. ch. 83, shall be evidence of appropriate corrective action; or~~

~~(2) Five notices of violations within a 12 month period with respect to the dwelling. The property owner may apply for a new rental license and certificate of inspection six months after a revocation upon showing that the violation(s) resulting in the revocation had been corrected or that the cause of the disturbances have been corrected. Issuance of a new license and certificate of inspection after revocation shall be subject to a payment of the full amount of applicable license and inspection fees.~~

Sec. ~~22.820.~~ 22.790 - Nonliability of city.

A rental license, certificate of inspection, ~~temporary certificate of inspection, temporary waiver of certificate of inspection, inspection~~ or re-inspection is not a representation, guarantee, or warranty of any kind by the city of the fitness of the rental dwelling unit for which the license and certificate were issued, nor is it a representation, warranty, or guarantee of any kind by the city that such rental dwelling unit is in compliance with city codes. No person shall rely on the rental license or certificate of inspection as a representation of the condition of such unit. A statement in substantially this form shall appear on each rental license receipt and certificate of inspection issued by the city.

Sec. ~~22.830.~~ 22.830 - Applicability of codes and laws.

~~The provisions of this part do not release any property owner or person from the requirements of obtaining a certificate of occupancy or any requirements of this Code, the Florida Building Code, or any other applicable local or state laws.~~

Sec. ~~22.840.~~ 22.840 - Records; access to records.

~~(a) Property owners of rental dwelling units shall maintain a list of the names of tenants in each dwelling. Such list shall be available to the city within a reasonable time.~~

~~(b) The property owner for a rental dwelling unit shall make available to the city those rental records necessary to determine when changes of occupancy have occurred. These records shall be made available within a reasonable time upon written request of the city.~~

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~~(e) It is not the intent of the city to inspect financial records of the property owner for the rental of the dwelling unit, but only to inspect those records necessary to establish when occupancy changes have occurred. In the event the property owner or agent for the rental of the dwelling unit keeps a log of changes of occupancy of the rental dwelling unit contemporaneously with such changes in occupancy, such a log, when produced for inspection, will satisfy the requirements of this section.~~

~~Sec. 22.850. -- Required notice in lease agreements.~~

~~Property owners of rental dwelling units subject to this part shall include the following language in all lease agreements entered subsequent to the effective date of this part: "Notice: aspects of this Lease are regulated by the Mount Dora Real Property Rental Inspection Ordinance pursuant to which you may have a right to request an inspection of the leased property. You may obtain a copy of this ordinance from the City of Mount Dora at 510 North Baker Street, Mount Dora, Florida 32757."~~

~~Sec. 22.860. -- Unlawful lease.~~

~~No owner or landlord shall enter any agreement, contract, lease, or sublease which provides for, permits, allows, contemplates, or facilitates occupancy of a rental dwelling unit in violation of the provisions contained in this part or any other ordinance of the city~~

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. SAVINGS PROVISION. All prior actions of the City of Mount Dora pertaining to Mount Dora the real property rental inspection program, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION; SCRIVENER'S ERRORS.

(a). Section 2 of this Ordinance shall be codified in the *Code of Ordinances, City of Mount Dora, Florida* and all other sections shall not be codified.

(b). The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the Code codifier.

(c). Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides

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for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. EFFECTIVE DATE; RECORDING. This Ordinance shall become effective immediately upon enactment and shall be recorded in the Public Records (Land Records) of Lake County, Florida as a means of providing notice to property owners and other affected parties of the requirements of this Ordinance.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this ___ day of _____, 2017.

NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

Approved as to form and legality:

LONNIE GROOT
CITY ATTORNEY

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