

adjoining ground.

(8) *Date of inspection report*: The date the inspection report is typed or prepared for mailing.

(9) *Dwelling*: Any building which is wholly or partly used or is intended to be used as habitable space by human occupant.

(a) Single-family dwelling is a dwelling unit occupied as a single housekeeping unit by only one family or functional family (as defined in Chapter 55), plus not more than 3 roomers or boarders.

(b) Two-family dwelling is a dwelling containing 2 dwelling units, each unit occupied as a single housekeeping unit by one family or functional family (as defined in Chapter 55) plus not more than 3 roomers or boarders.

(c) Terrace family (townhouse) dwelling is a dwelling in a building containing 3 or more dwelling units arranged side by side and/or above and below, separated from each other by a fire separation assembly, and having separate means of exit and entrance from the other units.

(d) Multiple-dwelling is a dwelling occupied otherwise than as a single-family, two-family, or terrace family dwelling.

(e) Rooming dwelling is a multiple dwelling other than a hotel or dormitory, where for compensation and by arrangement for definite periods, lodging is provided for more than 3 roomers. The term rooming dwelling includes, but is not limited to, rooming houses, tourist homes, sororities and fraternities.

(10) *Dwelling unit*: Any room or contiguous group of rooms located within a building and forming a single habitable unit with eating, living, and sleeping areas, a kitchen, and a bathroom for 1 family (see Chapter 55).

(11) *Efficiency*: A dwelling unit where the common living area and sleeping area is combined, (the area may be comprised of 2 contiguous rooms meeting the minimum habitable room area specified in subsection 8:503(1)(b)) and that has a bathroom and kitchen area (see 8:503(2)).

(12) *Emergency escape window*: An exterior window which provides a means of escape or rescue in an emergency.

(13) *Exit*: A path to the exterior of the building, separated from other areas of the building as required by this Code. This may include doors, stairways and corridors.

(14) *Habitable room area*: Enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, excluding:

(a) Bathrooms, toilet compartments, laundries, pantries, foyers, or communicating corridors, closets, and storage spaces.

(b) Areas where the room has less than a 7-foot minimum horizontal dimension (except kitchens). However, areas at least 3 feet in horizontal dimension may be included in habitable area if at least 60% of the room is at least 7 feet in horizontal dimension and the required area is increased by 10%. However, if the minimum dimension does not exceed 5 feet, no more than 15 square feet of that area may be included in floor area computations.

(15) *Heated room*: A room which is provided with a positive heat supply capable of maintaining an air temperature in accordance with section 8:506.

(16) *Hotel*: A multiple dwelling in which persons are lodged for a fee and in which there are more than 50 sleeping rooms, a public dining room and a general kitchen.

- (17) *Housekeeping unit*: A dwelling unit organized as a single entity, in which the members of the household share common kitchen facilities, and have access to all parts of the unit.
- (18) *Housing board of appeals*: The board established under Public Act 167 of 1917 (as amended), and under section 1:201 of the Ann Arbor City Code.
- (19) *Infestation*: The presence of insects, rodents, or other pests which constitute a hazard to the health or safety of the public or of the occupants of any dwelling, building, or premises.
- (20) *Kitchen*: A room, or portion of a room, used for the preparation of food.
- (21) *Occupant*: Any person with legal possession of a dwelling unit.
- (22) *Owner*: Any person who, alone or with others, has legal or equitable title.
- (23) *Owner-occupied dwelling*: A dwelling occupied by its owner, or by members of his/her family, on a non-rental basis, or leased by said owner to a tenant or successive tenants for a period not exceeding, and not intended to exceed, 2 years, during which period, the owner does not reside in Ann Arbor.
- (24) *Plumbing*: All piping, fixtures, and facilities, including appliances, that carry, use, or discharge water, sewage or waste water.
- (25) *Public hall*: A hallway, corridor or passageway not within the exclusive control of 1 family dwelling unit.
- (26) *Rooming unit*: A room or group of rooms other than in a single, 2-, or terrace family dwelling, forming a single habitable unit used or intended to be used, for living and sleeping, but which does not contain cooking or eating facilities.
- (27) *Stairway*: One or more flights of stairs, and the necessary landings and platforms connecting them, to form a continuous and uninterrupted passage from 1 floor or level to another. For purposes of this chapter, a flight of stairs shall have at least 4 risers.
- (28) *Time computation*: All days are calendar days unless otherwise specified.
- (29) *Vacant dwelling*: A dwelling, which is unoccupied for a period exceeding 180 calendar days.
- (30) *Variance*: A certification of acceptability under the intent of this chapter.
- (31) *Waiver (cleaning)*: Any waiver of right concerning cleanliness, or sanitation.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 25-89, § 1, 5-15-89; Ord. No. 28-90, § 1, 6-4-90; Ord. No. 54-92, § 1, 8-17-92)

8:501. Application of chapter.

Except as otherwise provided herein, the provisions of this chapter shall apply to all dwellings, dwelling units, rooming units and premises in the City of Ann Arbor without regard to whether these were constructed before or after the effective date of this chapter. Owner occupied dwellings may be inspected either upon a request of the owner or upon receipt of a complaint of a health, safety or welfare violation. The following sections shall not be applicable to owner-occupied dwellings: 8:502(5)(6), 8:503(8), 8:509(2)(9c).

There are no waivers for pre-existing conditions except for legally granted variances.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 28-88, § 1, 7-18-88)

Dwelling units with multiple entrances shall have at least 2 entrances lighted.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 25-89, § 2, 5-15-89; Ord. No. 61-92, § 1, 10-5-92; Ord. No. 43-04, § 35, 1-3-05)

8:503. Minimum space and facilities requirements.

Unless otherwise provided, no person shall occupy as owner-occupant, or let to another for occupancy, any dwelling or dwelling unit which does not comply with the following requirements:

(1) *Minimum living space.*

(a) Every dwelling unit except efficiencies, shall have at least 225 square feet of habitable room area. Every dwelling unit shall have at least 1 common room of 120 square feet for 1-bedroom apartments, 135 square feet for a 2-bedroom apartment, and 150 square feet for 3 or more bedroom apartments. Kitchen and dining areas, if provided as separate areas, shall have a minimum habitable room area of 35 and 50 feet respectively.

(b) Sleeping rooms, except efficiencies, used by 1 person shall contain at least 70 square feet of habitable room area.

(c) Every sleeping room used by more than 1 person contains 50 square feet of habitable area for each occupant or 40 square feet for each occupant under 12 years of age.

(d) In a rooming unit, every room occupied for sleeping purposes shall contain the following minimum habitable room area:

One person: 80 square feet.

More than 1 person: 80 square feet, plus 50 square feet for each additional person.

(e) If a written lease specifies the number of bedrooms in the units, the furniture or living style of residents shall not affect the approval of a dwelling for occupancy so long as no room is occupied as a sleeping room unless the room complies with the smoke detector and exit requirements of this chapter.

(2) *Efficiencies.* An efficiency shall have a minimum habitable room area of 150 square feet for 1 occupant, and 100 square feet for each additional occupant. An efficiency shall have a kitchen area contained within the 150 square feet of habitable room area, or shall have a separate kitchen with a minimum area of 35 square feet and a separate bathroom.

(3) *Height of ceiling and doors; existing buildings.*

(a) *Basement rooms.* At least 80% of the required floor area of every habitable room in a basement unit shall have a ceiling height of at least 6 feet 8 inches. The remainder of the required floor area may be not less than 6 feet in height. Pipes, ducts, and beams closer than 3 feet to one another, outside to outside, shall be measured at 1 lowest dimension. A variance may not be granted to allow a ceiling height of less than 6 feet.

(b) *Sloped ceiling rooms.* At least 50% of the required floor area of every habitable room with a sloping ceiling shall have a ceiling height of at least 7 feet. The floor area of that part of any room where the ceiling height is less than 5 feet shall not be considered as part of the floor area in computing the total floor area of the room.

- (c) *Other rooms.* All of the required area of habitable rooms, other than cellar, sloped ceiling and basement rooms, shall have a ceiling height of at least 7 feet.
- (d) *Openings to habitable space.* Openings to habitable space shall be at least 6 feet 2 inches high and 22 inches wide. Height of the opening shall be measured at the midpoint. Openings at least 6 feet high are allowable if the height of the opening is limited by structural components of the building. (i.e. beam, rafter, or joist.)
- (4) *Room arrangement.* In a dwelling unit that has more than 1 bedroom, access to any bedroom shall not be through another bedroom or a bathroom. The occupants of each bedroom must have access to a bathroom without going through another bedroom. Access to bedrooms and bathrooms shall be from within the dwelling unit.
- (5) *Kitchens.* All dwelling units must have a kitchen. All kitchens shall have adequate lighting and ventilation. Except in efficiencies, food shall not be prepared or cooked in any room used for sleeping purposes. A kitchen must have a range or similar device designed for cooking food, and a refrigerator and storage facilities for food and utensils. The range and refrigerator may be provided by the owner or the tenant.
- (6) *Cellars.* No part of a cellar shall be used as habitable space unless approved by the housing board of appeals based on a city inspection report showing that the following standards have been met:
- (a) The space has windows for natural light and ventilation which meets the requirements of section 8:502.
 - (b) All required light and ventilation openings shall be located entirely above the grade of the adjoining ground, or shall have a window well.
 - (c) Sleeping areas have an emergency escape window or door which meets the requirements of section 8:504.
 - (d) In multiple dwelling, there is an approved second exit.
 - (e) Stairways to the grade floor or grade shall comply with this code.
 - (f) The space is weatherproof and draft tight.
 - (g) The space is dry and free of mold.
 - (h) Insulation is provided on the inside of exterior walls at least equals R-11. However, if the insulation cannot be measured a temperature of 60 degrees fahrenheit shall be maintained at all locations 3 feet above the floor and 6 inches from the exterior wall.
 - (i) The space is provided with adequate heat. A return air system is required if the heat is provided by a forced air furnace.
 - (j) There shall be a continuous finished ceiling.
 - (k) It has electrical outlets meeting requirements for new units.
 - (l) There are operable smoke detectors where required.
 - (m) At least 80% of the required floor area of every habitable room shall have a ceiling height of at least 6 feet 8 inches. The remainder of the required floor area may be not less than 6 feet in height. Pipes, ducts, and beams closer than 3 feet to one another, outside to outside, shall be measured at 1 lowest dimension.
 - (n) Openings to habitable space shall be at least 6 feet 2 inches high and 22 inches wide. Height of the opening shall be measured at the midpoint.

- (o) There is one hour fire rated wall between the habitable space and gas or oil fired heating and water heating appliances of other units. Said appliances must have adequate makeup air as defined by the mechanical code. Ducts penetrating the fire suppression wall do not require fire dampers.
- (p) The space meets all standards for habitable basement space specified in subsections (3) and (7).
- (q) The building sanitary sewer is cleaned on a regular basis, at least once every 3 years. Proof of the most cleaning shall be maintained by the owner or manager.
- (r) There is not evidence of present dampness or flooding within the past 5 years.
- (s) A radon test, conducted by an independent accredited contractor, indicates acceptable levels of radon.

If the cellar floods, the drainage shall be corrected immediately and the damage repaired. If the cellar floods more than 2 times in 5 years, the certificate of occupancy shall be suspended for the cellar until evidence is submitted that the cause of flooding has been corrected. The owner of flooded cellar space must pay reasonable damage and relocation costs including rent increases. This subsection shall not be applicable to flooding caused by the city sewer mains or by fire fighting.

(7) *Basement.* No basement space shall be used as a habitable room or dwelling unit unless:

- (a) The floor and exterior walls are dampproofed as necessary to prevent leakage of underground and surface runoff water.
- (b) Natural light and ventilation is provided to meet the requirements of section 8:502.
- (c) All required light and ventilation openings shall be located entirely above grade of the ground adjoining such window area or shall have an approved window well.
- (d) Inside stairs in multiple dwellings shall have a rated enclosure at the grade floor.
- (e) There is a 1-hour fire separation from gas/oil fired heating and hot water appliances which serve other units within the building. Said heating and hot water appliances must have adequate outside makeup air as defined by the Mechanical Code. Ducts penetrating the fire suppression wall do not require fire dampers.

(8) *Security.* All individual dwelling units and rooming units other than owner occupied dwelling units shall be equipped with the following minimum security devices:

- (a) All windows and doors to the exterior of a dwelling unit shall have locking devices.
- (b) All swinging exterior doors which are at grade or otherwise accessible from the exterior of the dwelling unit shall have deadbolt locks meeting the following specifications:
 - (1) A lock shall have a 1 inch minimum throw. Locks installed before February 24, 1983 may have a 5/8 inch throw, unless they are replaced.
 - (2) A lock shall be so constructed that the bolt shall be retracted by the action of a single inside knob, thumb turn, or lever.

requirements of this section or the additional requirements of subsections (6) and (7) may be used for recreational purposes.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 28-88, § 2, 7-18-88; Ord. No. 25-89, § 3, 5-15-89; Ord. No. 28-90, § 2, 6-4-90; Ord. No. 36-90, § 1, 11-19-90; Ord. No. 54-92, § 2, 8-17-92)

8:504. Exits.

All dwellings must have adequate exits.

(1) *Inadequate exits.* If a multiple dwelling does not have the exits required for new buildings, it shall be equipped with the additional facilities that the building official judges necessary for safety to comply with this chapter.

(2) *New exitways.* If new or altered exit facilities are installed or constructed, they shall comply with all the requirements of this chapter or of Chapter 100, as ordered by the building official.

(3) *Required exits.*

(a) Every floor and unit in a multiple dwelling, except floors and units at grade, including the basement or cellar, shall have at least 2 separate approved ways of exit. All required exit stairs shall be 1 hour rated enclosures. All doors opening into the exitway or exitway access shall have approved self-closing and latching devices. Casement windows may be used as an opening to a second exit if they meet the standards for casement windows leading to fire escapes.

(b) Multiple dwellings with not more than 2 above grade stories and not more than 4 dwelling units per floor may have 1 exit if they conform to the following: The length of exit travel shall be less than 50 feet and the exitway shall be 1-hour rated. Doors opening into the exitway shall have approved self-closing and latching devices.

(c) Emergency escape window: Every sleeping area in one-family, two-family, and terrace family dwellings shall have an emergency escape window unless the sleeping area has access on the same floor to 2 approved ways of exit. Every sleeping area of grade floor units in multiple dwellings shall have an emergency escape window unless the sleeping area has access on the same floor to 2 approved means of exit.

(d) The emergency escape window shall have a minimum clear opening width of 20 inches and a clear opening height of 20 inches. The clear opening width may be reduced to a minimum of 14 inches, provided that the net clear opening area is a minimum of 500 square inches or the clear height may be reduced to a minimum of 16 inches provided the clear opening is a minimum of 500 square inches. Bars, grills or screens placed over emergency escape windows shall be releasable or removable from the inside, without the use of a key, tools, or excessive force. The maximum sill height shall be 54 inches above the floor. If the existing sill height is greater than 54 inches above the floor, a platform, structure or piece of furniture (not including a shelf) permanently affixed to the structure will be acceptable provided it has a minimum depth of 12 inches, a minimum width of 20 inches is a maximum of 18 inches above the floor, is no more than 44 inches below the sill and is located beneath the openable portion of this window.

(4) *Fire exits.*

(a) *Exit corridors.*

1. Exit corridors must have a clear width of at least 27 inches.
2. Exit corridors shall have a ceiling height of at least 6 feet 6 inches.
3. Corridor headroom shall be measured at the midpoint of the required width. For corridors with ceilings which slope from side to side the required width shall begin at the high side.

(b) *Exit stairways.*

1. Exit stairways must be at least 27 inches wide.
2. Exit stairways shall have a minimum ceiling height of 6 feet. Height measurement shall be from a line tangent to the nosing of the treads to the ceiling measured at the midpoint of the required width. For stairs with ceilings which slope from side to side, the required width shall begin at the high side.
3. The risers shall be no more than 9 inches high.
4. The treads shall be not less than 9 inches deep.
5. A handrail shall be located 30 to 38 inches above the nosing of the treads (existing handrails at least 26 inches above the nosing of the treads may remain provided they are in good repair and meet the remaining requirements). It shall be installed on the side having the greater ceiling height. Where the stairs are open on any side, there shall be an approved handrail and an intermediate guard 12 to 15 inches above the stairs. Vertical balusters spaced not greater than 6 inches may be used in place of the intermediate guard.
6. Stairs shall be capable of supporting a live load of 100 pounds per square foot.
7. Stairways of 1- and 2 family dwellings may have a height of 5 feet 6 inches if there is an approved second exit from each upper floor or hardwired interconnected smoke detectors at the top of each flight of stairs.
8. Multiple and terrace family dwellings may have a stairway headroom height of 5 feet 6 inches at 1 location covering not more than 3 treads if there is an approved second exit for each upper floor, and if hardwired interconnected smoke detectors are installed at the top of each flight of stairs within a common stairwell. Stairs within a unit which do not meet the height requirement will be permitted if there is an approved second access from each upper floor and if they are hardwired interconnected smoke detectors at the top of each flight of stairs. This subsection applies only to dwellings, dwelling units or rooms built before January 1, 1989.
9. In multiple dwelling, no materials shall be stored and no storage area may be established under an exit corridor or stairway, unless that storage area is enclosed and properly fire rated.

(5) *Fire escapes.* An unenclosed fire escape may be used as a second exit in a multiple dwelling or rooming dwelling if it conforms to the following:

- (a) There is an approved exit stairway.
- (b) Two exits are directly accessible to all occupants without passing through another dwelling or rooming unit.
- (c) The fire escape shall be designed to support a live load of 100 pounds per

square foot. It shall be constructed of steel, other approved noncombustible materials, or wood of not less than 2 inches nominal thickness. Fire escapes, when replaced, shall be 22 inches in width with risers not more, and treads not less than 8 inches. Stairs shall have a handrail 30 to 38 inches above the nosing of the treads and intermediate guards 12 to 15 inches above the nosing of the treads, placed on all open sides. Landings, platforms, and walkways shall have guardrails 42 inches high with intermediate rails not more than 15 inches apart. Vertical balusters spaced not greater than 6 inches apart may be used in place of the intermediate guards. There shall be a minimum 6 feet [of] headroom throughout the fire escape.

(d) Access to a fire escape shall be provided by a door or casement window with a width of not less than 27 inches and a height of not less than 47 inches or a width of not less than 22 inches and a height of not less than 53 inches. Access to a fire escape used by only 1 unit shall be through an opening with a width of not less than 22 inches and a height of not less than 47 inches. Doors serving more than 1 unit shall open in the direction of egress.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 25-89, § 4, 5-15-89; Ord. No. 28-90, § 3, 6-4-90; Ord. No. 63-90, § 1, 10-15-90; Ord. No. 7-91, § 1, 3-4-91; Ord. No. 38-91, § 1, 7-15-91; Ord. No. 54-92, § 3, 8-17-92; Ord. No. 43-04, § 35, 1-3-05)

8:505. Electrical systems.

Every dwelling shall have an electrical system properly installed and maintained in a safe and good working condition.

- (1) *Habitable rooms:* Habitable rooms shall contain at least:
 - (a) Two separate electrical receptacles, spaced for convenient use, and 1 ceiling or sidewall lighting fixture or 1 additional switched outlet.
 - (b) Wall switches conveniently located for all ceiling fixtures. Where no ceiling fixture is installed, at least one convenience outlet or sidewall fixture shall be controlled by a wall switch.
 - (c) Additional convenience outlets shall be provided to adequately service the electrical fixtures and appliances provided by the owner or his/her agent, without using unapproved wiring methods. Convenience outlets shall be provided for washers and dryers, when space for these appliances is provided, unless the use of washers and dryers in the unit is specifically excluded in the lease.
- (2) *Bathrooms, washrooms, and toilet rooms:* Bathroom, washroom, and toilet rooms shall contain at least:
 - (a) One convenience outlet (except in rooms containing only a toilet).
 - (b) One ceiling or sidewall lighting fixture.
 - (c) A wall switch conveniently located to control the lighting fixture.
- (3) *Hallways and stairways:* Hallways and stairways shall be provided with illumination. Switches, if used, shall be located so that it is not necessary to traverse darkened sections for their operation.
- (4) *Additional rooms:* Laundry rooms, furnace rooms, storage rooms, bathrooms, stairways and basements shall be provided with sufficient lighting for the intended uses of the room and to promote the safety of the user.
- (5) *Electrical cords:* Cords for appliances and other devices shall not be run through

doorways, under rugs, through holes in partitions or floors, nor shall they be fastened to baseboards or door casings. An extension cord of up to 6 feet in length and in good repair shall otherwise be approved if properly sized for the appliances or devices which it serves.

(6) *Circuit breakers and fuse boxes:* Approved circuit breakers or properly sized "S" type fuses shall be maintained.

(7) *Electrical wiring:* All wiring shall be maintained in a safe condition, free from damage or deterioration.

(8) *Inadequate electrical systems:* If an inspection reveals that the wiring system is deficient, in reference to the items listed above, additional requirements shall be in accordance with Chapter 98, section 1001.1 of the Ann Arbor City Code.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 28-90, § 4, 6-4-90)

8:506. Heating facilities.

Every dwelling shall have heating facilities which are properly installed and are maintained in a safe and good working condition. The facilities shall be capable of, upon the tenant's request or control, supplying heat to a temperature of at least 68°F, but not more than 85°F, for all habitable rooms, bathrooms, and toilet compartments, when the outdoor temperature is as low as -10°F. The temperature shall be measured in the center of the room 3 feet above floor level. The heating unit shall be separately enclosed in multiple dwellings. If the apartment or dwelling unit is cited by the department because it will not maintain the required temperature, without portable heaters, 3 times during a heating season, corrective action of a permanent nature shall be implemented (storm windows, additional heating capacity, insulation, etc.). When owners use temporary heating to maintain the required temperature, the owner shall pay a prorated amount of the bill that the tenant pays for the other energy source used for heating.

(Ord. No. 66-87, § 1, 12-21-87)

8:507. Plumbing systems.

Every dwelling shall have a plumbing system properly installed and maintained in good working condition, free from defects, leaks and obstructions. Any part of an existing installation deemed unsafe or dangerous to the public health shall be made to comply with the provision of the City Plumbing Code adopted in Chapter 98, section 2200 of the Ann Arbor City Code. All dwellings shall have:

(1) A kitchen sink provided with hot and cold water and connected to an approved sewer system.

(2) A bathroom: Each dwelling unit shall have interior access to the required bathroom. A kitchen sink may not be substituted for a lavatory basin. The fixtures shall be properly connected to the water and sewage system. The lavatory basin may be located outside of the bathroom, provided the lavatory basin is located immediately adjacent to the bathroom. The shower or tub may be located outside of the bathroom, provided it is located on the same floor or level and within the dwelling unit.

(3) In a rooming dwelling at least 1 toilet, lavatory, and bathtub or shower shall be provided for each 8 persons or fraction thereof who share the use of the facilities. In rooming dwellings let only to males, urinals may be substituted for not more than 1/2 the required number of toilets. All such facilities shall be located within the dwelling, accessible from a common hall or passageway to all persons sharing such facilities. The fixtures shall be properly connected to water lines and a sewage system.

(4) Bathroom facilities in subsections (2) and (3) shall not be located in a cellar unless they are supplementary to the required fixtures, serve the first floor living area, or have housing board of appeals approval. Access to these facilities shall not be through unfinished areas.

(5) Water heating facilities, properly connected to the fixtures required above, capable of providing 110°F water in adequate amounts for every kitchen sink, lavatory, bathtub or shower within the dwelling. Such water heating facilities shall meet these requirements even when the heating system required in section 8:506 is not operating. Water conserving fixtures may be used.

(6) A lavatory basin is required in, or immediately adjacent to, any room containing a toilet. A kitchen sink may not be substituted for the lavatory basin.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 54-92, § 4, 8-17-92)

8:508. Sanitation.

(1) *Cleanliness.*

(a) Before occupancy:

1. No owner shall permit any vacant dwelling unit or premises to be occupied by new tenants under lease or tenancy contracted for between the owner and tenant unless such dwelling unit, rooming unit, or premises is clean, sanitary, and fit for human occupancy. Cleaning waivers are prohibited. However, this does not prohibit agreements between landlord and tenant that provide for the tenant to clean the unit in return for considerations.

2. Floor surfaces. Every toilet compartment, kitchen and bathroom floor surface shall be constructed of impervious material and maintained so as to permit such floor to be easily kept in a clean and sanitary condition.

3. Rooming dwelling linens. Where bed linens are supplied, they shall be provided prior to the letting of any room to any occupant.

(b) During occupancy:

1. Floor surfaces. The floor surface shall be properly maintained.

2. Rooming dwelling linens. The owner or operator of every rooming dwelling who supplies bed linens and towels therein, shall change the supply of bed linens and towels at least once each week. The owner shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.

3. General cleanliness. The owner of every dwelling shall be responsible for maintaining in a clean and sanitary condition, the dwelling, premises and all other structures on the premises except that:

- (a) The occupant(s) shall keep that part of the dwelling and premises thereof which they occupy and control in a clean and sanitary condition and,

- (b) The occupant(s) shall dispose of all their trash and garbage in the proper containers or incinerator furnished for the cleanliness of the dwelling or rooming unit. The owner of every rental dwelling shall supply garbage disposal facilities or garbage storage containers in accordance with Chapter 26 of the Ann Arbor City Code.

(2) *Infestation.* When treating an infested (see definition, section 8:500) dwelling unit, owners

are required to notify residents of treatment 3 calendar days in advance by the following (unless ordered to apply treatment sooner by the housing bureau):

- (a) When the resident requests management to treat the dwelling unit for a specific pest, no notification shall be required unless the resident requests notification.
 - (b) When management or their employees are going to treat for the eradication of a pest, and when the resident has not requested it, management shall notify the residents 3 calendar days in advance of the treatment. At the time of treatment (or sooner if requested by the resident) the following information will be provided to the resident:
 1. Name of the product being used, and its specific detailed chemical composition.
 2. Date of application/treatment.
 3. Emergency telephone number if provided on the retail purchased chemical.
 4. This information to be kept by the owner/manager 3 calendar days after the treatment.
 - (c) When an exterminating company is going to be doing the treating, the owner/agent, or whoever authorized the application, in addition to the notification required in (b) above, shall keep the federally required documentation provided by the pest control company on file for distribution to residents upon request. The information shall be kept for 3 calendar days after treatment.
 1. Name of the applicator/company.
 2. Telephone of the applicator/company.
 3. Name of the product being used and kind of pest being treated.
 4. Date of application.
 5. How to prepare for treatment.
 - (d) Managers/owners and maintenance people may apply a product bought over the counter to all areas except in the following:
 - Direct spraying on food preparation surfaces;
 - In cupboards;
 - Or for repeated problems as cited by the inspection.Pesticides requiring a licensed purchase shall be administered only by licensed pesticide operators.
 - (e) The housing bureau shall keep on file the list of prohibitive chemicals provided by the health department to be available upon request.
- (3) *Use of kitchen.* Kitchens for common use by occupants of more than one rooming unit shall be permitted provided the following conditions are complied with:
- (a) They shall be inspected annually;
 - (b) The property owner shall be responsible to see the kitchen is kept clean and in a sanitary condition at all times;
 - (c) The person designated (if not the owner) for the responsibility in (b) shall be registered with the housing bureau.
- (4) *Kitchen facilities.* All cabinets, shelves, counters and sinks shall be provided and maintained with surfaces that are cleanable and will not impart toxic or deleterious effects to food or cooking and eating utensils.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 28-90, § 5, 6-4-90)

8:509. General requirements relating to the maintenance of dwellings, parts of dwellings, and facilities.

No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling unit which does not comply with the following requirements:

(1) *Structural maintenance.* Every foundation, floor, wall, ceiling and roof shall be reasonably weathertight, watertight, and rodent proof; shall be capable of affording privacy; and shall be kept in good repair. All exterior wood surfaces shall be reasonably protected from the elements and from deteriorating, by paint or other protective treatment, except such wood surfaces composed of wood which is naturally resistant to decay, used primarily for decorative purposes, or where weathering is desired to produce a decorative effect.

(2) *Openings.* Every window, exterior door, and basement hatchway shall be reasonably weathertight, watertight and rodent proof, and shall be kept in sound working condition and good repair.

All glazing in windows and doors shall be maintained unbroken and uncracked. Windows designed for ventilation shall be easily opened and capable of staying in the open position. Small non-hazardous cracks shall be noted during inspections and shall be repaired prior to the next periodic inspection provided they meet the following conditions:

- (a) The cracks do not exceed 3 inches long.
- (b) The crack cannot cut when you run your finger across it.
- (c) It has a stable, smooth surface.
- (d) There are no more than 3 such cracks per unit. If there are more than 3 cracks, either in one window or per unit, the window(s) must be repaired.

(3) *Stairs, porches, and balconies:* Every stair, porch, balcony, and appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon. They shall be kept in sound condition and good repair. All stairways shall be provided with handrails as provided in the Housing Code. In 1- and 2-family dwellings every porch or balcony over 30 inches from grade shall be provided with guards a minimum of 36 inches in height on all open sides. There shall also be intermediate guards spaced not more than 15 inches apart. In multiple dwellings every porch or balcony over 30 inches from grade shall be provided with guards on all open sides a minimum of 42 inches in height, and there shall be intermediate guards spaced not more than 15 inches apart on all open sides.

Exception:

- (a) Buildings with existing guards in good repair;
- (b) Historic buildings may have guards installed/replaced to a height consistent with the historic district commission's recommendations.

(4) *Supplied facilities.* Every supplied facility, piece of equipment or utility which is required by this chapter shall be so constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition. At the time of leasing, the owner and tenant may enter into an agreement that any nonrequired facility/equipment shall not have to be repaired/replaced if it ceases to function. If its presence presents a dangerous condition, it shall be removed/repaired. Any such agreement shall be in writing.

(5) *Continuous operation of facilities.* No owner, operator, or occupant, shall cause any service facility, equipment, or utility, which is supplied under this chapter, to be removed from, or shut off from, or discontinued, for any occupied dwelling let or occupied by him/her except for:

- (a) Such temporary interruption as may be necessary while actual repairs or alterations are in process.
- (b) During temporary emergencies when discontinuance of service is approved by the building official.
- (c) Where the lease designates that the resident shall be responsible for a particular utility, the owner may arrange to remove the owners name from the utility service.

This subsection shall not be construed to abridge the rights of public utilities to interrupt service.

(6) *General repair.* Every dwelling and all parts thereof including plumbing, heating, ventilating and electrical wiring shall be kept in good repair by the owner. The roof shall be so maintained as not to leak. Any interpretation of "good repair" not specifically required by Chapter 105 shall be subject to the requirements of section 8:512(1) and (2).

(7) *Fire chases.* Every dwelling or dwelling unit that has openings in the wall, floor, or ceiling, creating a fire chase into concealed spaces shall be sealed with materials to achieve a fire rating equal to the surface penetrated.

(8) *Storage rooms or storage space:*

(a) In multiple unit dwellings: All storage areas located in or adjacent to an exitway must be enclosed (floor, walls, ceilings) with materials to achieve a one hour fire rating. Any door leading to the exitway must be an approved fire door with approved self-closing device and latch. In multiple unit dwellings reasonable, non-combustible storage is allowed in other areas, provided that it is kept at least 5 feet from any fuel fired heating facility or water heater. (Exception: Combustible storage is allowed if the storage area is protected by an approved sprinkler system.)

(b) In 1- and 2-family and terrace family dwellings, reasonable tenant storage may be allowed in an unenclosed area, but it must be kept at least 5 feet from the heating facilities and hot water heater.

(c) Storage of any kind must be maintained at least 2 feet from the ceiling (or bottom of the joists).

(9) *Exterior areas.* All exterior property areas shall be maintained in a clean and sanitary condition, free from any accumulation of rubbish, garbage, and other offensive and hazardous material.

(a) *Accessory structures:* Fences, garages, and sheds shall be maintained in structurally sound condition and in good repair. Garages and sheds shall be maintained free of vermin and rodents. All exterior wood surfaces shall be protected from decay by application of paint or other approved preservative or shall be a naturally durable material.

(b) Sidewalks, driveways and parking areas designated for pedestrian traffic shall be maintained free from holes, depressions or projections that could cause tripping or injury.

(c) All snow and ice which has accumulated prior to 6:00 a.m. on a private

sidewalk used for ingress or egress, maintenance of the building, or garbage disposal shall be removed by 2:30 of the same day. Immediately after the accumulation of ice on such sidewalks, it shall be treated with sand or other substance to prevent it from being slippery. Parking lots (as defined in chapter 59) shall have snow removed from the parking areas and designated pedestrian areas within 24 hours of cessation of the snowfall when the snow reaches a depth of 3 inches or greater.

(d) The owner/manager of any dwelling shall maintain the refuse area in a clean, sanitary and litter free condition and provide removal of refuse as needed.

(10) *Peeling paint.* Peeling paint shall be cited under general repair requirements as follows:

(a) Interior: In food preparation areas and/or eating areas. In other areas within the dwelling/unit where the deterioration is continuous and there is evidence of flaking or falling paint. Lead paint is prohibited.

(b) Exterior: Where approximately 15% or more of the exterior painted surfaces are peeling or in need of repainting. Where there is evidence of decay or rotting wood due to lack of or deterioration of the paint, it shall be cited regardless of the area.

(11) *Water drainage around foundations:* The area around the dwelling shall be graded so that water will drain away from the foundation.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 28-90, § 6, 6-4-90; Ord. No. 54-92, § 5, 8-17-92)

8:510. Abandoned/vacant dwellings or buildings.

(1) The owner of any abandoned dwelling or his authorized agent shall:

(a) Cause all services and utilities to be disconnected from, or discontinued to, said dwelling;

(b) Remove all personal property from the interior of said dwelling and from its grounds;

(c) Lock and/or secure all exterior doors and windows of said dwelling or building, and when requested, provide the planning and development services unit with a key to each such lock;

(d) Maintain such dwelling so that its foundation, floors, windows, walls, ceilings, roof, porches, and stairs shall be reasonably weathertight, waterproof, rodent proof, and in good repair.

(2) All vacant dwellings or buildings shall be secured at all times.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 43-04, § 35, 1-3-05)

8:511. Inspections.

(1) *Periodic inspections and fees therefor.*

(a) The building official shall inspect all dwelling units, except owner-occupied single-family attached and detached, and homes for the aged which are licensed by the State of Michigan, on a periodic basis. This includes city-owned public housing. For abandoned dwellings, the period between inspections shall be no longer than 3 months; for all other dwellings, the period between inspections shall be no longer than 2 1/2 years. Copies of the state inspection report and license for homes for the aged shall be

submitted to the building official annually. This current information shall be retained as part of the permanent record of each such facility. Failure to submit the copy of the license shall result in the need for inspection/certification by the planning and development services unit.

Upon determination of the building official that the self-inspection program of a terrace family housing cooperative meets the standards of this section, that cooperative shall be exempt from the periodic inspection provisions of this section and the certificate of occupancy provisions of section 8:516. A terrace family housing cooperative is dwellings owned by a non-profit corporation and financed pursuant to the National Housing Act, each of which is occupied by a member of the non-profit corporation pursuant to the bylaws and an occupancy agreement providing for exclusive occupancy of the units by members of such corporation. The requests for an exemption shall be accompanied by authorization for the request from the members of the corporation, wherein the membership was informed of its rights under this chapter. The cooperative shall have its own written self-inspection program, for compliance with this code, that includes:

1. An inspection form comparable to that used by the building department for identification of code violations.
2. Annual inspection of no less than 25% of all units with each unit inspected no less than once every four years.
3. A system for providing copies of all inspection reports, and reinspection reports, including certification of the work completed, following remedial action of any violations of the code identified during the inspection, at least annually to the building department.
4. A system for the validation by the department of the reports submitted in paragraph (3) through the inspection, at the cooperative's expense, of up to 25 of the units inspected each year which shall include a method to correct any pattern of deficiencies noted in the validation inspections.
5. A system for the immediate correction of any fire, safety, or health hazards.
6. A system of providing all members at least annually and at the time of move in with a written statement of procedures to be followed if the member has a problem with his/her unit, including a statement that the member may at any time seek and obtain an inspection by the building department of physical problems within the unit.
7. If the department concludes, after a self-inspection program has been in operation for at least 1 year, that a cooperative has failed to meet 1 or more of the requirements of 8:511(1)(a)(i) through (vi), it shall notify the cooperative in writing stating the reason(s) for each of its conclusions. The cooperative shall respond to the department within 30 days of receipt of the notice by accepting or rejecting each of the conclusions. For each conclusion, the cooperative accepts, it shall indicate a time period for corrective action. If the department and the cooperative are unable to resolve the matter, it shall be submitted to the housing board of appeals pursuant to section 8:515. If the board finds against the cooperative, it shall allow the cooperative 180 days to complete corrective action before concluding that the cooperative cannot continue a self-inspection program.
8. The decision of a cooperative to have a self-inspection program shall not preclude any member of the cooperative from requesting and obtaining an inspection of his/her unit by the department nor preclude the cooperative from requesting such inspections by the department as it deems necessary.
9. A self-inspection program, unless terminated by the city, may continue for a

three-year period. The cooperative shall within 6 months prior to the expiration of any three-year period reapply, upon approval of the members for an additional 3 years. If a cooperative's participation in such a program has been terminated by either party, the cooperative may reapply at any time after 3 years from the date of termination.

(b) An inspection shall be conducted in the manner best calculated to secure compliance with the code and appropriate to the needs of the community. Inspections shall be on, but not be limited to, the following basis:

1. An area basis, such that all the regulated premises in a predetermined geographical area will be inspected simultaneously or within a short period of time.

2. A request basis, such that an owner applying for a certificate of compliance may request an inspection, which shall be made within a reasonable time.

(c) An inspection shall be carried out by the building official and such representatives of other services areas or units as may form a team to undertake an inspection under this and other applicable laws.

(d) An inspector or team of inspectors may request permission to enter all premises regulated by the Code at reasonable hours to undertake an inspection. Upon an emergency, the inspector or team of inspectors shall have the right to enter at any time. An emergency shall exist for purposes of the chapter when the building official has reason to believe that a condition hazardous to health or safety exists requiring immediate attention.

(e) When a violation is found, the building official shall at the expiration of the time set for correcting the violation, or earlier if notified by the owner, reinspect the premises to determine whether the violation has been corrected. If such reinspection is not made, due to the action or inaction of the owner or agent, an occupant may pay his/her rent to the building department to be held in escrow until the reinspection is made.

(f) The building official shall charge the owner a fee for each periodic inspection and each reinspection required to correct violations. The fee for these inspections shall be established by resolution of the city council upon the recommendation of the city administrator. The initial inspection fee shall be paid in advance, re inspections shall be billed per the appropriate rate. Unpaid fees may be assessed against all premises in accordance with the procedures specified in section 1:292 of Title I of this Code.

(2) *Complaints.*

(a) The building official shall maintain a written record of each complaint concerning a violation of the Code. This record shall include the date and time the complaint was filed and the name and address of the person making the complaint. An inspection of premises for which complaints have been received will be made within 10 working days. In the course of carrying out the inspection, the inspector shall cite any violations noticed, and any additional complaints made by the resident shall be inspected.

(b) If a complaint is filed with the building official, concerning an alleged violation in a building, the planning and development services unit shall notify the owner of said complaint. If there are violations, the provisions of Section 8:513 shall be applied.

(c) When an inspection is made upon a complaint, and it is determined that no violation exists, and that the purpose of the complaint was not harassment, no charge will be made for the inspection.

(d) When a violation or violations are found, the person making the inspection shall file a written report of such violation or violations with the planning and development services unit within one week of the inspection.

(e) Any person causing an inspection to be made for the sole purpose of harassing any individual, corporation, or governmental agency when no violation is actually present shall be billed twice the ordinary cost of said inspection, and could be subject to civil liability.

(3) *Inspection authorization.*

(a) In a non-emergency situation, a request for permission shall be made before an inspection to the owner or his agent, or to the occupant, and to both owner or agent and occupant, if both are present. If the inspection is based upon a complaint, the inspector shall try to schedule the inspection for a time when the complainant will be present. Where the owner or occupant demands a warrant for inspection of the premises, the building official shall obtain a warrant from a court of competent jurisdiction. The building official shall prepare the warrant, stating the address of the building to be inspected, the nature of the inspection as defined in this Code or other applicable law, and the reasons for the inspection. It shall be appropriate and sufficient to set forth the basis for inspection (e.g. complaint, area) established in this section, in other applicable codes or in rules or regulations. The warrant shall also state that it is issued pursuant to this section, and that it is for the purposes set forth in this and other codes which require that inspections be conducted.

(b) If the court finds that the warrant is in proper form and in accord with this section, it shall be issued forthwith.

(c) In the event of an emergency, no warrant shall be required.

(4) *Policy regarding inspection.*

(a) It is the policy of the city that the inspection procedures set forth in this Code are established in the public interest, to secure the health and safety and general welfare of the occupants of dwellings and of the general public.

(b) The building official shall keep a record of all inspections and reports of violations, and the records are to be open to the public for review and copying.

(c) The building official shall make available to the general public a checklist of commonly recurring violations for use in examining premises offered for occupancy.

(d) The building official shall submit monthly reports to the city council specifying the number of initial inspections, reinspections, and buildings certified for occupancy during the month. In addition, the report shall include the number of complaints, buildings razed, appeals heard, abandoned dwellings inspected, certificates suspended, persons using the city escrow account, and tickets issued during the month. The report shall also include notice of public hearings being held on any administrative rules, and the number of inspection reports that have not been prepared within the 10 working days. These monthly reports shall be available to the public upon request through the planning and development services unit.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 10-88, § 1, 5-2-88; Ord. No. 28-88, § 3, 7-18-88; Ord. No. 28-90, § 7, 6-4-90; Ord. No. 54-90, § 1, 10-15-90; Ord. No. 46-92, § 1, 6-15-92; Ord. No. 61-92, § 2, 10-5-92; Ord. No. 43-04, § 35, 1-3-05)

8:512. Code administration.

The building official shall have the power as may be necessary in the interest of public safety, health and general welfare, to interpret and implement the provisions of the chapter, to secure the intent thereof, and to designate the requirements applicable.

1. *Administrative decisions.* The building official may administratively rule on situations where the code does not specifically provide requirements or where 2 code provisions are in conflict. Administrative decisions shall not conflict with the code provisions and shall be in keeping with the intent of the code. Where there are conflicting provisions, the provision securing the greater degree of public safety, health, and general welfare, shall be applied in that order. Copies of such decision shall be placed on file and be reported monthly to the housing board of appeals for review.

2. *Administrative rules.* The building official may adopt rules as may be necessary to establish uniform implementation of the intent of the code. The building official shall hold a public hearing on proposed rules. All public comments in the hearing must be considered by the hearing official. Advance notice shall be provided in the local newspaper and mailings to appropriate organizations. These rules are intended to supplement the code where needed to properly administer the provisions of the code. Such rules shall be deemed to be as complete and binding a part of the chapter as if the same were herein specifically set forth, and the violation of any such rule so adopted shall be deemed a violation of this chapter. Copies of such rules shall be placed on file in the planning and development services unit for inspection, review, copying, and shall be approved by the housing board of appeals and submitted to the city council for confirmation.

Before the adoption of a rule, an agency shall give notice of a public hearing and offer a person an opportunity to present data, views, and arguments. The notice shall be given not less than 15 calendar days, nor more than 30 calendar days before the public hearing. The notice shall include all of the following:

- (a) The time and place of the public hearing and a statement of the manner in which data, views, and arguments may be submitted to the agency at other times by a person.
- (b) A statement of the terms or substance of the proposed rule, a description of the subject and issues involved, and the proposed effective date of the rules.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 43-04, § 35, 1-3-05)

8:513. Notices and orders.

(1) *Form of notice.* Whenever the building official determines that there has been a violation of any provisions of this chapter or any rule or regulation adopted pursuant thereto, he shall give notice of such alleged violation and orders for correction of violation to the person or persons responsible therefor, as hereinafter provided. Such notice shall:

- (a) Be in writing;
- (b) Include a statement of the conditions that constitute violations of this chapter and what must be done to correct same;
- (c) State the date of the inspection, the name of the inspector, and the address of the dwelling;
- (d) Specify a time limit for the performance of any act it requires. Said time limit shall be a reasonable time, not to exceed 60 calendar days unless:
 - (i) The work is major exterior work including but not limited to work such as painting, gutters, foundations, or roof work, weather dependent, and therefore, could not reasonably be completed within 60 calendar days based on the period of the year in which the inspection is done. In such cases, the time limit for the weather dependent work shall be 60 calendar days after a date when favorable

weather conditions could be expected. All said time limits shall commence from the date of the inspection report;

(ii) The owner or agent intends to make substantial renovations which must be directly linked to the correction of the violation(s), and he/she applies for permits, submits required plans, and a schedule of proposed renovations as per section 8:518.

(e) Notify the owner or agent, the occupant, or the complainant as the case may require, of the right to appeal;

(f) Be served within 10 working days upon the owner or his agent, or the occupant, as the case may require, provided that such notice shall be deemed to be properly served upon such owner or agent or upon such occupant if a copy thereof is served upon him personally, or if a copy thereof is sent by certified mail to his last known address, or if he is served with such notice by any other method authorized or required under this Code or the laws of this state;

(g) A duplicate shall be sent to the occupant in cases where the owner or his agent are the appropriate parties to be served, and be sent to the owner or his agent in cases where the occupant is the appropriate party to be served. If the violation or violations concern a common area rather than an individual dwelling unit or rooming unit, the notice shall be sent to all occupants of the dwelling, or may also be posted in a conspicuous location in said dwelling if, in the judgment of the building official, such posting is necessary to provide adequate notice. If the violation is a major one, posting shall be mandatory, whether the violation concerns a common area or an individual dwelling unit or rooming unit. Any person removing such posted notice without authorization of the building official shall be fined \$50.00. Notice to occupants by mail or posting shall be given within 10 working days after the date of inspection;

(h) Include a statement that any full certificate of compliance has been suspended and that rent may be paid into the escrow fund maintained by the building department if the repair of conditions is not made within the time limit set in the notice of violation or lawful extensions thereto, and a statement that civil actions for compelling the repairs and for damages may be available.

(2) *Appeal when no violation found.* If the inspection is based upon a complaint and it is determined upon inspection that no violation exists, the complainant may appeal said determination to the housing board of appeals, and the complainant shall be notified of this right to appeal.

(3) Failure to complete work within the time limits specified in subsection 8:513(1)(d) shall constitute a separate violation of this chapter.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 28-90, § 8, 6-4-90)

8:514. Extension of time.

(1) The time limit set for the correction of any violation not prohibited by subsection (3) below may be extended by the department for a reasonable time upon a showing that the person ordered to make the repair has made a good faith effort to comply with said order, and that the repair could not have been accomplished within the time originally set, or, in the case of owner-occupied two-family dwellings upon the showing of unusual hardship. Unusual hardship can only be applied to the owner occupied portion of the building. Each such extension shall be recorded in the file for the affected property and such record shall include a description of good faith effort, inability to accomplish within the original time, and hardship relied upon in granting the extension. No single extension shall exceed 60 calendar days unless weather conditions would prohibit correction of the violation within 60 calendar days.

- (2) "Good faith effort" is defined as a substantial portion of the work completed or:
- (a) The owner or agent has a signed and completed contract with a company that is capable of making the repair, and the contract was signed at a time that would have allowed the work to be completed in the time allowed by the department had not weather or natural disaster prevented.
 - (b) If the owner or agent or his/her staff is capable of making the repair, the owner or agent must present to the department a paid invoice or delivery order for the materials needed to make the repair and the materials must have been ordered at a time that would have allowed the repair to be made in the time allowed by the department, had weather conditions or natural disaster not prevented.
- (3) Time extensions shall not be granted by the building official in imminently hazardous conditions, such as, but not limited to, gas leaks, no utilities, no heat in winter, unsafe fire egress, etc.

The planning and development services unit or the housing board of appeals may grant a time extension due to the owner's inability to gain access to the unit if the owner has requested, by a letter sent by certified mail, reasonable times when the work can be done.

- (4) The total time for making repairs of violations not constituting a hazard to health and safety, including the initial time and extensions by the building official shall not exceed 6 months.
- (5) Additional extensions of reasonable periods, not to exceed 3 months, may be granted by the housing board of appeals in cases where a person ordered to correct a violation has not been able to do so within the time set by the building official, despite all diligent effort. A bond may be required to be posted with the building official if the board determines one necessary to guarantee completion of the repairs. The bond amount shall be determined by the board based upon the repairs required by the housing bureau.
- (6) Extensions must be sought within one working day after the expiration of the preceding time period, and decisions as to whether extensions will be granted must be made within 2 working days after the preceding time period. The building official shall keep written records of the reasons for granting time extensions.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 54-92, § 6, 8-17-92; Ord. No. 43-04, § 35, 1-3-05)

8:515. Housing Board of Appeals.

- (1) *Power to correct errors:* A building official's order enforcing or interpreting this chapter may be appealed to the housing board of appeals.
- (2) *Power to grant variances:* If the strict application of this chapter would cause an owner unnecessary hardship or practical difficulties, the board may grant a variance. A variance may not be granted if it will violate the intent of this chapter or jeopardize public health and safety.
- (3) *Power to extend limits:* The board shall have the power to grant extensions of time under section 8:514 (5). Requests for extensions shall be first on the agenda.
- (4) *Power to issue enforcement guidelines:* The board shall have the power to issue enforcement guidelines which interpret this chapter. The guidelines shall take effect after approval by the city council. The board or the building official may propose guidelines.
- (5) *Appeal and variance procedure:*
- (a) An application to appeal, for a variance or for a time extension shall be made on a form supplied by the city. The fee for appeal shall be established by resolution of the city council upon the recommendation of the city administrator. The application shall state in

detail the grounds for the application and the relief sought. An application for a variance shall specify the regulation to be varied and the extent of the variance. Filing an application shall not stay any penalty or civil remedy, including the withholding of rent when permitted by law.

(b) The building official shall notify tenants of the building of the nature of the application and the time of the hearing. The notice may be mailed or posted in a conspicuous location in the building.

(c) Anyone may appear at the hearing in person or through an agent.

(d) The board shall base each decision on a record which includes the application, the administrative records, the staff report and any evidence submitted to the board. The board shall develop and maintain guidelines which determine when at least 1 member of the board must visit the area(s) of the building under consideration for a variance.

(e) Each decision of the board shall be based on written findings of fact. For variances, the findings must include the grounds for finding:

1. Practical difficulties or unnecessary hardship,
2. The variance does not violate the intent of this chapter,
3. The variance does not jeopardize public health and safety.

(f) A decision of the board shall be signed by the chair and a copy shall be mailed to the applicant. If the board grants an appeal from an order of the building official the appeal fee shall be refunded.

(6) *Quorum*: Two-thirds of the seated members of the board is a quorum.

(7) *In-service training*: The city shall provide board members with training on how a variance is an acceptable deviation from the rules of this chapter only if it is consistent with the purposes of the chapter.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 25-89, § 5, 5-15-89; Ord. No. 28-90, § 9, 6-4-90; Ord. No. 46-92, § 2, 6-15-92; Ord. No. 54-92, § 7, 8-17-92)

8:516. Certificate of compliance.

(1) *Definitions*: The following definitions shall apply to this chapter:

(a) *Full certificate*: A certificate of compliance issued for a dwelling with no violations of this Code, which certificate shall be valid unless suspended by the building official upon a subsequent reinspection, disclosing violations, or upon expiration of the certificate.

(b) *Temporary certificate*: A certificate of compliance issued for a dwelling displaying on its face any remaining violations to be corrected, prior to the expiration date on the certificate.

(c) *Partial certificate*: The building official may issue a partial certificate of compliance for dwelling units without code violations. The certificate shall designate the units certified. It shall only be issued if violations in the remainder of the building do not affect the health and safety of the certified units.

(2) *Application*:

(a) An owner or agent shall apply for a certificate of compliance. Inspection and issuance of certificates shall comply with this Code and regulations of the building official. If any owner or agent fails to make such application, any occupant of the dwelling may apply for a certificate.

(3) *Issuance:*

(a) A certificate shall be issued only upon inspection of the premises by the building official, except as provided in subsection (b) below. If a dwelling conforms to this Code at the time of the application, a certificate of compliance shall be issued within one week.

(b) The building official shall authorize the issuance of temporary certificates, upon application, without inspection for those premises in which:

(i) There are no violations of record, and

(ii) An inspection has been scheduled, and

(iii) The requested inspection cannot be conducted prior to the expiration of the present certificate because of service unit scheduling.

(c) Temporary certificates shall also be issued for premises with violations of record only when:

(i) The owner has been ordered to make repairs and the time limit, including lawful extensions, has not expired, or

(ii) When the city has been authorized to make repairs, or

(iii) When a receiver has been appointed, or

(iv) When an owner's rehabilitation plan has been accepted by the court, or

(v) When a scheduled reinspection cannot be conducted prior to the expiration of a temporary certificate and if the owner has not delayed the reinspection for more than two days.

(d) A full certificate of compliance shall be issued for a dwelling when no violation is found and the dwelling is in compliance with the Code.

(4) No person shall lease or otherwise make a dwelling or rooming unit available for occupancy if a certificate of compliance is not in effect for the unit. Violators of this subsection who the city has notified at least 10 days prior to prosecution shall be punished by a fine of not less than \$200.00.

(5) If a dwelling or rooming unit lacks a current certificate, instead of paying rent to the owner, tenants may pay the rent into the escrow account established by section 8:522. The building official shall notify tenants of the lack of a certificate and its effect on rental payments.

(6) The lack of a certificate will not justify the removal of a tenant without court action following notice under MCR 4.201.

(7) If a dwelling is ordered vacated because of violations of this chapter, the landlord must pay relocation costs except in cases where state law shifts the burden to the tenant.

(8) The owner or agent of a dwelling shall permit a tenant or prospective tenant to examine the certificate of compliance. The building official shall permit any person to examine the city copy of every certificate of compliance.

(9) Certificates of compliance shall expire 2 1/2 years after the expiration of the previous full certificate. The date of expiration shall be on the certificate. It is the responsibility of the owner of a dwelling to arrange an inspection prior to the expiration of the certificate of compliance.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 25-89, § 6, 5-15-89; Ord. No. 43-04, § 35, 1-3-05)

8:517. Registry of owners and premises.

(1) *Registry maintained by building department:* A registry of owners and premises shall be maintained by the building department.

(2) *Registration of owners:* The owners of all rental dwelling units and abandoned dwellings, shall register their names, date of birth, both the street address and the mailing address of the business, the location of the dwellings and the number of dwelling units or rooming units to be offered to let prior to leasing. If a dwelling registered as an occupied dwelling becomes abandoned or vacant, it shall be re-registered as abandoned or vacant. Owners of properties which are rented, yet are owner-occupied per the definition in section 8:500 (23) shall also register their properties to be offered for let prior to leasing.

(3) *Registration of agent:* If the premises are managed or operated by an agent, the agent's name, date of birth and both the street address and mailing address of the business shall be placed with the name of the owner in the registry.

(4) *Residence requirement:* The owner, representative, or the agent who was to receive notices and process under this chapter, shall reside or have an office within 25 miles of Ann Arbor.

(5) *Corporation owned property:* If the owner is a corporation, the name and address of its registered agent shall be listed.

(6) *Registration of changes:* Any change in address of owner or agent, and any change in number of units offered, shall be noted in the registry by said owner or agent.

(7) *Failure to register:* Any person failing to register as required by this section shall be fined not less than \$100.00, nor more than \$500.00, unless that person voluntarily registers the property prior to being identified by the bureau.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 28-90, § 10, 6-4-90; Ord. No. 54-92, § 8, 8-17-92)

8:518. Permits.

Provisions contained elsewhere in the Ann Arbor City Code for obtaining permits and use of licensed contractors shall apply to work undertaken to bring dwellings into compliance with this chapter. In addition, the following provisions shall apply, and in case of conflict with other chapters of this Code, shall be controlling;

(1) *Submission of plans.* Before construction or alteration of a building or structure, or conversion of a building for use as a dwelling is commenced, and before a permit may be issued, the owner, his/her agent, architect or engineer, shall submit plans and an application for permit to the building official. The application shall be on forms provided by the department. The application shall be accompanied by 2 copies of plans and specifications or a detailed statement of the work to be performed. Where applicable a plot plan shall be included. The specifications, plans and statements shall be filed with the building official and be public record, but no specifications, plans or statement shall be removed from the custody of the building official.

(2) *Examination of plans and conditions for issuance of permit.* The building official shall cause such plans and specifications to be examined. If the plans and specifications conform to the provisions of this Code, the building official shall issue a permit therefore. The building official may approve changes in plans and specifications previously approved, if the plans and specifications when so changed are in conformity with this Code. The construction, alteration or conversion of a dwelling, building or structure, or any part thereof shall not be commenced until a permit is issued. A permit shall not be issued and no plan approved for any work which does not conform to the provisions of

this Code or approved variances. The construction, alteration, or conversion of a dwelling, building or structure shall be in accordance with the approved specifications and plans.

(3) *Termination of permit.* A permit or approval issued by the building official shall become invalid if the authorized work is not commenced within 6 months after issuance. The building official may revoke or cancel a permit or approval in case of neglect or failure to comply with any provisions of this Code or in case any false statement or representation is made in the specification, plans or statements submitted for such permit or approval.

(Ord. No. 66-87, § 1, 12-21-87)

8:519. Remedies for correction of violations.

(1) *Action by planning and development services unit on noncompliance.* If the owner or occupant fails to comply with the order contained in the notice of violation, the building official may bring an action to enforce the provisions of this chapter and to abate or enjoin the violation; in the case of an emergency violation, the city may cause the necessary repairs to be made, and the charges may be collected as a special assessment against the property in accordance with section 1:292 of this Code.

(2) *Penalties.*

(a) Violations of this chapter, for which no penalty is otherwise provided, shall be punishable by a fine of not less than \$50.00 plus court costs. Legal proceedings shall commence against violators with the issuance of a ticket by the department. The service unit shall indicate on the ticket, when issued, the amount of the fine, should the violator plead guilty without a court appearance. In the event there is a court appearance and a conviction results, the prosecutor shall recommend, after consultation with the service unit, a fine of not less than \$50.00 nor more than \$500.00 for each ticket.

(b) The service unit shall issue tickets under this chapter when violations of the chapter are found by any method of discovery, and are not corrected within the time period provided by the service unit and/or the housing board of appeals.

(c) When an imminently hazardous situation exists which endangers the health or safety of tenants, the service unit shall shorten the time given to correct the problem to a reasonable period of time.

(d) When the imminently hazardous situation involves inadequate heat in the winter, flood, sewage backup, or any situation that requires tenants to vacate the premises, the owner or agent is required to provide alternative housing until the repair is made unless clauses in the lease by operation of the law terminate the tenancy. This subsection does not preclude the tenant from exercising other remedies provided by law or equity.

(e) In the event the owner or agent does not complete the repair within the time allowed, the service unit shall issue a ticket each week until the repair is completed, or for 8 weeks whichever occurs sooner.

(f) In the event the repair is not made after 8 weeks of tickets, or the time allowed by the service unit, or a shorter time if it is a hazardous situation, the service unit shall suspend the owner's certificate of compliance and notify the owner's tenants that the obligation to pay rent is suspended.

(g) In the event the repairs are not made 90 calendar days after the suspension of the certificate of compliance, the city attorney shall institute receivership proceedings. Any occupant, tenant's group, or any other person may initiate such proceedings.

(h) Each day of violation of a provision of this chapter relating to the physical condition of any dwelling shall constitute a separate violation.

(i) A violation proved to exist on a particular day shall be presumed to exist on each subsequent day unless it be proved that the violation no longer exists.

(j) If a provision of this chapter is found to be violated in more than one dwelling unit or rooming unit in a multiple dwelling or rooming dwelling, each such violation shall constitute a separate violation.

(k) Abandonment of a dwelling shall not constitute a defense to the imposition of fines under this section.

(l) In the event any decision to impose penalties under this section is appealed to the housing board of appeals, the penalties imposed after the appeal are held in abeyance until the housing board of appeals has made its decision. Then either the fee will be paid including interest, or not paid depending on its decision.

(3) *Receivership.*

(a) When a suit has been brought to enforce this chapter against the owner, the court may appoint a receiver of the premises.

(b) When the court finds that there are adequate grounds for the appointment of a receiver, it shall appoint the municipality or a proper local agency or officer, or any competent person as receiver. The court shall give first priority to appointment of a qualified non profit receivership. In the discretion of the court, no bond need be required. The receivership shall terminate at the discretion of the court.

(c) The purpose of a receivership shall be to repair, renovate and rehabilitate the premises as needed to make the building comply with the provisions of this chapter, and where ordered by the court, to remove a building. The receiver shall promptly comply with the charge upon him in his official capacity and restore the premises to a safe, decent and sanitary condition, or remove the building.

(d) Subject to the control of the court, the receiver shall have full and complete powers necessary to make the building comply with the provisions of this chapter. The court may collect rents and additional revenue, subject to other legal remedies, hold them against the claim of prior assignees of such rents and other revenue, and apply them to the expenses of making the building comply with the provisions of this chapter. The court may manage and let rental units, issue receivership certificates, contract for all construction and rehabilitation as needed to make the building comply with the provisions of this chapter, and exercise other powers the court deems proper to the effective administration of the receivership.

(e) When expenses of the receivership are not otherwise provided for, the court may enter an order approving the expenses and providing that there shall be a lien on the real property for the payment thereof. The provisions of subsection (7) of section 8:519 as to the contents and filing of an order are applicable to the order herein provided for.

(f) In ordering receivership for a specified premise, the court shall, if necessary to enforce this provision, seek receivership on other units within the building that may currently carry a valid certificate.

(4) *Actions for damages.*

(a) When the owner of a dwelling regulated by this chapter permits unsafe, unsanitary, or unhealthful conditions to exist, unabated in any portion of the dwelling, whether a portion designated for the exclusive use and occupation of residents or a part of the common areas, where such condition exists in violation of this chapter, any occupant,

after notice to the owner and a failure thereafter to make the necessary corrections, shall have an action against the owner for such damages he has actually suffered as a consequence of the occupation of the premises. The occupant shall also have injunctive and other relief appropriate to the abatement of the condition.

(b) Remedies under this section shall be in addition to such other relief as may be obtained by seeking enforcement of the section authorizing suits by the building official. The remedies shall be concurrent. When several remedies are available hereunder, the court may order any relief not inconsistent with the objectives of this chapter, and calculated to achieve compliance with it.

(5) *Additional legal remedies.* Nothing contained herein shall be deemed to abolish or impair existing legal remedies of the City of Ann Arbor or its officers or agencies, or of any individual, even though such remedies may not be specifically enumerated or mentioned herein.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 43-04, § 35, 1-3-05)

8:520. Conflict with other ordinances.

In any case where a provision of this chapter is found to be in conflict with a provision of any ordinance or code of this city applicable to existing buildings, the provisions which establish the higher standard for the protection of the public safety and health shall prevail. Where the provisions of the State Housing Law concerning the physical condition of dwellings provide standards higher than those of any ordinance, the provision of the State Housing Law shall apply.

(Ord. No. 66-87, § 1, 12-21-87)

8:521. Severability.

If any section, subsection, sentence, clause, phrase or portion of the chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Ord. No. 66-87, § 1, 12-21-87)

8:522. Escrow.

(1) *Agent.* The building official or authorized agent is hereby authorized to act as escrow agent and to receive all monies deposited as; security for damages, or because of a dispute between the owner or agent and occupant due to code violations, or due to suspension of the certificate of compliance for the premises.

(2) *Agreement information.* The standard landlord-tenant escrow agreement, which shall be prepared by the city attorney and approved as to form by the city council, shall include the following items of information, authorizations, and instructions for action by the building official or authorized agent:

- (a) The date of execution of the agreement.
- (b) The names and addresses of the landlord and the tenant or tenants respectively.
- (c) The location of the leased or rented premises to which the agreement applies.
- (d) The dates of beginning and termination of the tenancy to which the agreement applies.

- (e) The amount of money deposited under the agreement.
 - (f) Instructions for the building official or authorized agent to deposit the amount received pursuant to the agreement in a local savings institution, wherein, it may be commingled with the amount received pursuant to escrow agreements between other landlords and tenants with respect to other premises.
- (3) *Disbursement of funds.* The escrow agreement shall establish the terms and methods of disbursal of monies deposited in the account.
- (a) If the agreement jointly instructs the building official to pay out some or all of the money to the landlord upon resolution of the matter, this joint instruction shall be obeyed and this agreement may be a defense against suit for nonpayment of rent.
 - (b) The tenant(s) has 3 options:
 - (i) Monies in escrow can be established so that they shall be returned to the tenant upon his/her written request. However, the landlord may maintain a suit for nonpayment of rent.
 - (ii) Authorize full distribution of the monies to the landlord upon completion of repairs. This shall be a defense for nonpayment of rent.
 - (iii) Tenant and landlord can jointly authorize any distribution that they want, and it can also be a defense for nonpayment of rent.
 - (c) Nothing in this section shall be construed as a legal defense in a suit for nonpayment for any or all portions of the escrowed monies which are not designated for distribution to the landlord, except as provided by state law. However, an agreement signed by both the landlord and tenant(s) stating this escrow is in lieu of legal action by either or both parties shall be a legal defense to a suit for nonpayment of rent.
- (4) *Accounting/notification.* The building official shall notify both the tenant and landlord of establishment of an escrow account, or of withdrawal of monies from an escrow account and shall keep a record of all such monies in the accounts.

(Ord. No. 66-87, § 1, 12-21-87)

8:523. Defraying costs of escrow services.

The planning and development services unit is hereby authorized to use any interest earned on the landlord-tenant escrow account to defray the cost of providing the escrow service authorized by this chapter.

(Ord. No. 66-87, § 1, 12-21-87; Ord. No. 43-04, § 35, 1-3-05)

8:524. Information regarding utility charges.

No owner of rental property shall lease the property without furnishing to the tenant, before the time of entering into the lease, a budget plan. As used in this section, "budget plan" means a projection of monthly utility costs for primary heating fuel prepared by the public utility company. This section shall apply to the rental of all dwelling units for which budget plan information is available from the utility company without charge and in which the tenant is required to pay the owner or the utility company a utility charge for heating fuel in addition to rent. The budget plan statement shall be in writing, included as part of the leasing agreement, but may be prepared by the owner based on information verbally supplied by the utility company.

(Ord. No. 66-87, § 1, 12-21-87)

8:525. Information concerning tenants rights.

The city shall provide the city clerk with booklets explaining the rights of tenants under city and state law. The city clerk shall make such booklets available to local landlords and their agents to pick up at the clerk's office without charge for distribution by local landlords to tenants and prospective tenants. In the event the clerk makes available to local landlords sufficient copies of the booklet to permit those landlords to comply with this section, no owner of rental property located in Ann Arbor or agent of such an owner shall lease or contract to lease such property without furnishing to the tenant, before the time of leasing or contracting, a copy of said booklet. In the event a housing unit is being leased to more than one tenant, it shall be sufficient to offer a single booklet for each housing unit. In the event the lease or contract to lease is accomplished by mail, rather than face to face, the booklet shall be furnished the tenant by mail. A landlord shall be deemed to have furnished a tenant a copy of the booklet if the landlord mails it to him or proffers a copy of the booklet to the tenant face to face, whether or not the tenant chooses to receive the booklet. For purposes of this section, the renewal of a lease shall be considered the same as the making of a new lease; however, if a landlord has previously furnished the tenant or tenants of a unit with a copy of the booklet, the landlord is not required to furnish another copy upon lease renewal. This section shall only apply to leasing and contract to lease transactions entered into 30 calendar days after the city clerk has published in a newspaper of general circulation in Ann Arbor a notice to landlords informing them of this section and of the availability of said booklets at the clerk's office. The clerk shall publish such notice promptly upon receipt of such booklets from the City of Ann Arbor. This section shall apply only to residential leases. Violations of this section shall be punishable by a fine up to \$500.00 but may not be punished by jail.

(Ord. No. 66-87, § 1, 12-21-87)

8:526. Required lease clause.

No person owning or otherwise having authority to lease a residential dwelling unit in a building having more than 2 dwelling units shall execute a lease for such a dwelling unit to another person unless a statement is contained in the lease in 12-point boldface type, substantially in the following form:

Upon the execution of this lease, a tenant is entitled to receive a copy of the booklet provided by the city clerk concerning the legal rights of tenants. By executing this lease, the tenant acknowledges receipt of such a booklet prior to execution of the lease.

(Ord. No. 66-87, § 1, 12-21-87)

8:527. Smoke and fire detection devices.

No person shall let to another for occupancy any dwelling or dwelling units which are not equipped with smoke or fire detectors, or with an automatic fire alarm system. The type, number and location of the detectors or alarm systems must be approved by the building official in accordance with the standards contained in section 72 and 74 of the National Fire Code. The owner is responsible for assuring that the detectors and devices are maintained in good operating condition, and residents shall be responsible for informing the landlord if and when the device becomes inoperative. Batteries in battery operated detectors shall be replaced so that the device is always operative.

(Ord. No. 66-87, § 1, 12-21-87)

8:528. Basic winterization in rental housing.

(1) *Weatherization requirements.* In order to help reduce the high cost and ecological harm of excess energy use, it is hereby ordained that no person shall let to another for occupancy any dwelling or dwelling units which are not equipped with weatherization in safe, good order as follows:

(a) All cracks or gaps in or between building materials which are used on exterior building surfaces or on surfaces which interface between heated and unheated spaces within the building, which allow loss of heat from the interior to exterior of the dwelling, or from heated to unheated spaces, including as well, where necessary, cracks or gaps in the interior or exterior walls, shall be sealed with weatherstripping or caulking or other insulation device or system so as to assure reasonable weatherization. Such weatherization shall include but not be limited to the following: All cracks at window frames where glass meets frame, and where frame meets wall, shall be applied with sealant material or weather resistant caulking outside the dwelling as needed. Cracks at door frames of doors providing access from unheated to heated space where any glass meets frame and where frame meets wall shall be applied with a sealant material or weather resistant caulking, both inside and outside the dwelling as needed. Cracks in windows or doors where sliding or swinging windows or doors meet their frames shall be sealed with spring steel, rubber, foam or other weatherstripping or insulation device, except where such window or door fits so tightly in its frame that such insulation is not useful to prevent heat leakage. Cracks at locations where the building structure is penetrated by utility connections, pipes, wires, dryer vents, exhaust fans or other objects, devices or systems, shall be applied with a sealant material or weather resistant caulking as needed. Accessible cracks where building foundation and structure meet, and where exterior siding material meets trim, and where exterior siding boards or pieces have separated due to warping, and at all fixed joints on the building, shall be repaired, if needed, and applied with a sealant material or weather resistant caulking.

(b) In every unheated attic or other unheated top story directly under the roof, the floor shall be fitted with insulation of such quality and grade that the insulation material alone, exclusive of the floor material, provides an R insulation value of not less than R-30.

(c) In every heated attic or other heated top story directly under the roof, the roof shall be fitted on its underside with insulation material of such quality and grade that the insulation material alone, exclusive of the roof material provides an R insulation value of not less than R-30.

(d) In the case of an unheated attic or other unheated top story, a variance may be granted in the proper circumstances for insulation under the roof rather than on or in the floor.

(e) If prior to December 1, 1985 the attic floor or roof has been insulated such that the insulation R value of the installed insulation alone, disregarding the insulating value of the structural elements is at least R-19, then the R-19 insulation shall remain sufficient and in compliance with this section.

(2) *Exceptions.* This section does not apply in the case of:

(a) An owner-occupant landlord;

(b) A bona-fide nonprofit cooperative;

(c) A bona-fide tenant subletting his or her residence;

(d) A homemaker on sabbatical or temporary leave or whose personal home is rented up to two years while it is for sale;

(e) A landlord who pays all of the utility heat bills for the dwelling and does not charge the tenant for heat or increases in utility heat bills;

(f) Where due to the unusual structural characteristics of the building or unit, the required weatherization cannot possibly be installed without extraordinary and unusual structural change, or would have no weatherization or insulating value, or is unnecessary because the respective floor or roof is so constructed as to continuously and at all places exceed without insulation the R value of the required insulation.

(g) Buildings constructed later than 1977, with the exterior envelope in compliance with Model Energy Code requirements, shall be exempt from the R-30 insulation provisions provided the exterior envelope and component materials are maintained.

(3) *Effective date.* The effective date for this section (8:528) shall be December 1, 1985. Required weatherization shall be kept in good order.

(4) *Violations.* Violations of this section shall be punishable by a fine of \$1.00 to \$100.00 at the discretion of the court, but no more than \$50.00 for a person's first offense, and shall not be punishable by jail.

(Section 8:528 adopted pursuant to the general city election of 4-1-85; Ord. No. 66-87, § 1, 12-21-87; Ord. No. 54-92, § 9, 8-17-92)

8:529. Privacy.

(1) *Owner's entry into a leased dwelling unit.* The owner of a rental, rooming or dwelling unit shall not enter a leased unit unless the following conditions have been met:

- (a) The entry is permitted by the terms of the lease.
- (b) A good faith effort has been made to notify the tenant in advance.
- (c) The owner has knocked on the door and announced the owner's presence at the time of entry, and
- (d) The entry has not been refused by a tenant.

In the alternative, an owner may enter a leased unit if such entry is permitted by the lease and if the owner complies with the requirements of subsection (3).

Before leaving the rental unit, the owner shall clean up any dirt or debris from repairs or other activities of the owner and shall lock the unit.

(2) *Tenant's right to initiate entry restrictions.*

(a) The tenants of any rental, rooming or dwelling unit shall have the right to initiate additional entry restrictions that shall govern entry by the owner into the rented premises.

(b) These restrictions shall be initiated by written notification to the owner, signed by all tenants, of the tenants' desire that entry to the rental unit be governed by the entry restrictions described in subsection (3). The entry restriction shall govern owner's entry into the rental unit commencing on the third day after the request to initiate these restrictions is mailed or hand delivered to the address of the owner as stated in the lease. However, where the owner occupies a dwelling unit within a building, the restrictions on entry to units in that building shall take effect immediately upon delivery of the notice.

(c) The following notice shall be included in the lease or if no written lease provided to the tenant at the time of rental. It shall be in capital letters, bold type not smaller than 14 point. If this notice is not provided as required, the entry restrictions described in subsection (3) shall apply from the commencement of the rental agreement:

NOTICE: YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW ESTABLISHES GUIDELINES THAT THE OWNER AND HER/HIS AGENTS MUST FOLLOW BEFORE ENTERING YOUR HOME. YOU MAY INITIATE ADDITIONAL ENTRY RESTRICTIONS BY GIVING WRITTEN NOTICE TO YOUR LANDLORD. COPIES OF THESE GUIDELINES (HOUSING CODE 8:529) ARE AVAILABLE AT THE BUILDING DEPARTMENT, CITY HALL, 100 N. FIFTH AVE.

(3) *Entry restrictions.* When the entry restriction provisions of this section have been initiated, the owner of a rental, rooming or dwelling unit shall not enter the unit except when 1 of the following conditions exists:

(a) There is an emergency. "Emergency" means that there is a situation affecting the premises which a reasonable person believes would cause serious damage to property or injury to persons if not repaired or remedied immediately.

(b) The owner desires entry for repairs, maintenance, code inspection, showing the property for sale or lease, appraisals, insurance inspections or such other purposes reasonably related to the operation of the building and the owner complies with the notice requirements of this subsection. An owner entering a unit under this subsection shall mail a notice of the proposed entry at least 5 days prior to the date of entry or hand deliver the notice 3 days prior to the proposed entry. Such a notice may specify more than 1 date for entry within a 10-day period. A tenant may delay the entry specified in the notice by up to 72 hours by notifying the owner/agent in writing or by phone no later than 12 noon on the day prior to the day of the proposed entry.

(c) Any tenant gives the owner written permission to enter the unit for a specific purpose.

When entry is made pursuant to this subsection, the owner shall leave written notice of the date, time and purpose of the entry.

(4) If the tenants of a residential unit request that the exterior locks be changed, the owner shall change the locks so they operate with different keys. The request for lock change must be signed by all of the tenants of the unit and must include a commitment to pay the cost of the lock change as part of the rent. After the receipt of the request, the owner shall modify the lock within 10 days. The modification may permit use of a master key.

(5) *Additional entry conditions.* An owner may enter a rental unit without regard to the other restrictions of this section if the following conditions are met:

(a) The entry is permitted by the terms of the lease; and

(b) The owner is accompanied by an Ann Arbor Inspector or other city official acting in the course of his or her employment; and

(c) The sole purpose of the entry is a city inspection of the building to determine compliance with state, federal, or local laws; and

(d) The owner has provided notice of the entry to each rental unit being inspected at least 10 days prior to the entry date.

(6) *Owner's agent.* All of the obligations and restrictions imposed by this section on owners apply with equal force to employees or agents of owners who enter or attempt to enter rental units.

(Ord. No. 36-90, § 2, 11-19-90)

8:530. Entry to show premises and time for rental agreements.

- (1) Notwithstanding any other provisions of this chapter, a landlord of residential premises shall not:
 - (a) Enter the leased premises for the purpose of showing the premises to prospective tenants until 70 days of the current lease period has passed; or
 - (b) Enter into an agreement to rent the leased premises to another tenant for a subsequent lease period until 70 days of the current lease period has passed.
- (2) This section does not apply under any of the following conditions:
 - (a) The entry is for the purpose of subletting;
 - (b) The current lease period is less than 9 months in its entirety;
 - (c) A summons and complaint to recover possession of the premises has been filed and served on the current tenant in accordance with all laws and rules applicable to summary proceedings to recover possession of premises;
 - (d) The tenant, of his or her own will, has terminated his or her occupancy of the leased premises and his or her right under the lease to possession of the premises.
- (3) Except as otherwise provided in this section, at the time of entering into a written lease agreement a landlord shall provide to each tenant a copy of this entire Code section separate from the written lease agreement, until such time that this ordinance is incorporated into the "Rights and Duties of Tenants" booklet.
- (4) If there is no written lease, then the landlord shall provide a copy of this entire code section, upon which is written the term of the current unwritten lease, to each tenant, until such time that this ordinance is incorporated into the "Rights and Duties of Tenants" booklet.
- (5) A violation of this section shall be a civil infraction punishable by a civil fine of up to \$1,000.00, plus costs and all other remedies available by statute.

(Ord. No. 7-06, § 1, 3-20-06; Ord. No. 08-01, § 1, 1-22-08)