

ORDINANCE 091024 - 5

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CADDO MILLS, TEXAS, AMENDING CHAPTER 3, BUILDING REGULATIONS, BY CREATING ARTICLE 09, “RENTAL PROPERTY REGISTRATION, INSPECTION AND CERTIFICATE OF OCCUPANCY”; PROVIDING FOR REGISTRATION OF RESIDENTIAL RENTAL PROPERTY AND INSPECTION FEE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER DAY FOR THE VIOLATION OF THIS ORDINANCE WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Caddo Mills, Texas (“City”) is a Type A General Law city operating pursuant to the laws of the State of Texas, by and through its duly elected council members; and

WHEREAS, Texas Local Government Code §51.012 authorizes the City to adopt and enforce ordinances, not inconsistent with state law, that are necessary to protect the safety of its inhabitants; and

WHEREAS, the City is committed to ensuring that residential rental properties within the City's limits are safe and maintained in accordance with the public health, safety and property maintenance standards of the City; and

WHEREAS, property safety and maintenance are necessary to protect all residents of the City and to maintain property values in the City; and

WHEREAS, property owners who fail to maintain their residential rental properties put tenants and others at risk of injury or death and reduced property values; and

WHEREAS, the City Council finds that there are an increasing number of property maintenance and safety issues at single-family residential rental properties in the City; and

WHEREAS, the City Council finds that an registration and periodic inspections of residential rental properties can minimize the dangers and other negative impacts to the health, safety and welfare of tenants of residential rental properties as well as surrounding neighborhoods; and

WHEREAS, the City Council find and determines that it is in the best interest of the health, safety and welfare of the citizens of the City to adopt regulations for residential rental dwellings and provide for registration and inspections thereof within the corporation limits of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CADDO MILLS, TEXAS:

SECTION 1. Legislative Intent: The findings set forth above are hereby adopted as the legislative intent of the City Council in the adoption of this Ordinance and are incorporated herein for all purposes.

SECTION 2.

The purpose of this Ordinance is to protect the health, safety and welfare of the visitors and citizens of the City by establishing minimum standards governing the construction, use, occupancy, management, operation and maintenance of Rental Dwelling Units (defined below) by establishing minimum standards governing utilities, facilities, and other physical components and conditions essential to make Rental Dwelling Units safe, sanitary and fit for human use, occupancy and habitation and by fixing penalties for the violation of the provisions of this Ordinance. This Ordinance is hereby declared to be remedial and essential to the interest of public safety, health and welfare, and it is intended that this Ordinance be liberally construed to effectuate the purposes stated above. Further, it is declared that this Ordinance shall not be used as an instrument for the harassment of any persons. Finally, it is found and declared that the fees exacted in this Ordinance are necessary to cover the cost of exercising the proper regulation of multi-family and single-family houses, as set forth in this Ordinance.

SECTION 3.

Chapter 3, Building Regulations, of the Code of Ordinances of the City of Caddo Mills, Texas shall be amended by creating Article 3.09, “Rental Property Registration, Inspection and Certificate of Occupancy,” which shall read in its entirety as follows:

ARTICLE 3.09 RENTAL PROPERTY REGISTRATION, INSPECTION AND CERTIFICATE OF OCCUPANCY

Section 3.09.01 Definitions.

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

Animal - any living creature, domestic, exotic, or wild, including but not limited to dogs, cats, pigs, horses, birds, fish, mammals, reptiles, fowl and livestock, but specifically excluding human beings.

Bathroom - an enclosed space containing one or more bathtubs, showers, or both, and which shall include toilets, lavatories or fixtures serving similar purposes. A kitchen sink shall not be used as a substitute for the required lavatory.

Bedroom - a room used or intended to be used for sleeping purposes and not as a kitchen,

bathroom, living room, closet, hallway, utility space, entry way, garage, patio or breezeway.

Building Code - the official Building Codes of the City in effect at the time of construction; provided, however, that all existing structures and equipment and any replacement or new installation must comply with the current official Building Codes of the City to the extent required by said Code.

Building Official - the Chief Building Official or other designated authority charged with the administration and enforcement of the Building Codes, and/or the Building Official's duly authorized representative.

City - the City of Caddo Mills, Texas, including all areas within its corporate limits.

City Manager or City Manager's Designee - the City Manager is the appointing authority designated by the City Council to administer and/or enforce the provisions of this Ordinance and any person or persons designated by the City Manager to represent the City Manager for said purpose. The term may include the City Manager's designee or delegated staff or duly authorized representative of the City Manager.

City Council - the City Council of the City of Caddo Mills, Texas, constitutes the legislative body of the City and, as a group, is responsible for taxation, appropriations, ordinances, and other general functions.

Common Areas - means the areas in a Rental Dwelling Unit that are accessible to all occupants of the property, including, but not limited to, lobbies, laundry rooms, recreation areas, common kitchens, hallways, stairs, courtyards, light wells, garbage areas, boiler rooms, storage rooms, basements, roof areas, or parking garages or areas.

Condemn - to adjudge unfit for occupancy.

Construction Codes - the Building Code, Residential Code, Electric Code, Energy Conservation Code, Fire Code, Fuel Gas Code, Mechanical Code, Property Maintenance Code, and Plumbing Code, collectively.

Dwelling Unit - a single unit, providing complete and independent living facilities for one or more persons, including permanent provisions for living, sleeping, cooking and sanitation.

Electric Code - the official Electric Code of the City in effect at the time of construction; provided, however, that all existing structures and equipment and any replacement or new installation must comply with the current official Electric Code of the City to the extent required by said Code.

Energy Conservation Code. The official Energy Conservation Code of the city in effect at the time of construction; provided, however, that all existing structures and equipment and any replacement or new installation must comply with the current official Energy Conservation Code of the city to the extent required by said code.

Essential Utilities - one or more of the following utilities: Gas, electric, water, sanitary sewer, storm sewer, heating system, and air conditioning.

Exterminated and/or Extermination - the control and elimination of insects, rodents and vermin by eliminating their places of harborage and by removing or making inaccessible, materials that may serve as their food and by poisoning, spraying, fumigating, trapping or by any other approved means of pest elimination.

Fire Code - the official Fire Code of the City in effect at the time of construction; provided, however, that all existing structures and equipment and any replacement of new installation must comply with the current official Fire Code of the City to the extent required by said Code.

Garbage - refuse, animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

Graffiti - means markings, initials, slogans, inscriptions, symbols, designs or other drawings which are written, sketched, painted, drawn or applied in any other way to any structure, building, or property, or to any portion or element thereof, whether the property is public or private, without the effective consent of the Owner.

Habitable Rooms - means living, sleeping, eating, and cooking rooms.

Hot Water - hot water supplied to plumbing fixtures at a temperature of not less than 110 degrees Fahrenheit.

Infestation - The presence within or continuous to a dwelling unit of insects, rodents, vermin or other pests.

Kitchen - space used for cooking or preparation of food.

Landlord - the owner or lessor of a rental housing unit and additionally includes a management company or managing agent (including an on-site manager) of a rental housing unit or complex.

Lease - any written or oral agreement between a landlord and Tenant that establishes or modifies the terms, conditions, rules or other provisions regarding the use and occupancy

of a dwelling.

Litter - garbage, refuse, rubbish, and all other waste material.

Mechanical Code - the official Mechanical Code of the City in effect at the time of construction; provided, however, that all existing structures and equipment and any replacement or new installation must comply with the current official Mechanical Code of the City to the extent required by said Code.

Multi-Family Dwelling - any building, or portion thereof, which is designed, built, rented, leased, let or hired out to be occupied as three or more apartments, or which is occupied as the home or residence of three or more families living independently of each other and maintaining separate cooking facilities.

Occupancy - the purpose for which a building or portion thereof is utilized or occupied.

Occupant - any individual living or sleeping in a building or having possession of a space within a building.

Owner - any person, agent, landlord, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the State of Texas, Hunt County, or the City of Caddo Mills as holding title to the property; or otherwise having control of the property, including the guardian of the estate of such person if ordered to take possession of real property by a court or a property manager. An Owner shall also include the applicant, permittee and/or any person owning or possessing an animal and/or who has the right of property on which the animal is kept, harbored or permits an animal to remain on or about the property, or has control of an animal.

Outdoor Ambient Temperature - the temperature measured in the shade immediately outside the building in question.

Person - an individual, partnership, firm, company, corporation, association, business trust, estate trust, partnership, or association, two or more people having a joint or common interest, or any other legal or commercial entity.

Plumbing - includes all of the following supplied facilities, equipment, and devices: gas pipes, toilets, lavatories, sinks, laundry tubs, catch basins, wash basins, bathtubs, shower baths, waste sewer pipes and sewerage system, septic tanks, drains, vents, traps, and any other fuel-burning or water-using fixtures and appliances, including private fire hydrants, together with all connections to water, wastewater, sewer or gas.

Plumbing Code - the official Plumbing Code of the City in effect at the time of construction; provided, however, that all existing structures and equipment and any

replacement or new installation must comply with the current official Plumbing Code of the City to the extent required by said code.

Potable Water - water duly approved as satisfactory and safe for drinking by the Public Works Department of the City.

Premises - shall mean real property, including, but not limited to; any lot, plot or parcel of land, plus the front or side parkway between the property line or sidewalk and the curb or traveled way, and the rear or side parkway between the property line and the centerline of an adjoining alleyway or utility easement. The term also includes any adjoining right-of-way, yard, ground, driveway, fence, porch, steps or other structure appurtenant to the premises thereon.

Property Manager - a person who has managing control of real property; the term shall include the commission of owners, the homeowner association or the entity having control over the common, co-owned elements.

Refuse - refers to all putrescible and non-putrescible solid wastes (except body wastes) including, but not limited to, garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and solid market and industrial wastes.

Rental Dwelling Unit - the term shall include but is not limited to; a single family or multi-family dwelling unit, duplex unit, triplex, quadruplex, town house, condominium, apartment, or a portion thereof that is rented or offered for rent as a residence. Any room or group of rooms providing complete, independent living facilities for the occupants thereof and occupied, or which is intended or designed to be occupied, as the home or residence of one individual, group of individuals, family or household, including permanent provisions for living, sleeping, eating, cooking and sanitation qualifies as a Rental Dwelling Unit.

(a) the term shall not include premises that are inspected by a State or Federal governmental entity for compliance with the provisions of any State or Federal law or regulation regulating the fitness of said premises of human habitation if at least 50% of the dwelling units of the premises are subject to said State or Federal law or regulation. For purposes of this definition, the term “State or Federal Governmental entity” shall mean the government of the United States; a department, division, agency, or subdivision of the United States government; the State of Texas; or a political subdivision of the State of Texas. Also, for purposes of this definition, the term “State or Federal law or regulation” shall mean a law, rule, regulation or standard of:

- the government of the United States;

- a department, division, agency or subdivision of the United States government;
- the State of Texas; or
- a political subdivision of the State of Texas other than the City such as a state-licensed hospital, hospice, community care facility or nursing home.

The term is not applicable to a residence occupied by a caregiver of the sick, elderly, or infirmed. Although said entities listed as excluded from this definition are not subject to rental registration and routine inspections and fees, the entity may be subject to other enforcement provisions of this ordinance.

Rental Certificate of Occupancy (RCO) – a certificate issued by the Building Official authorizing occupancy.

Rental Registration Certificate (RRC) – a valid registration document from the City for a landlord to own, operate, manage, and maintain a residential rental property or portion of a specific location or locations and authorizing occupancy.

Rubbish - non-putrescible solid wastes consisting of both combustible and non-combustible wastes, such as paper, wrapping, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.

Sanitary - a condition of good order and cleanliness that precludes the probability of disease transmission.

Secure - to lock all exterior doors and windows within twenty-four (24) hours after such units become vacant and exercise reasonable care to maintain such locks as necessary to deter unauthorized entrance into any unoccupied building.

Single-Family Dwelling - means either a detached building having separate accommodations for, and occupied by not more than two families whereby each individual dwelling unit is located on a separate lot of record as a result of a property line being coincident with the common wall separating each dwelling unit, such that dwelling units may be individually owned; or a detached building having accommodations for, and occupied by not more than, one family, or by one family and not more than four boarders or lodgers; or a single-family attached dwelling located on a separately platted lot of record which is joined to another dwelling unit on one or both sides, and occupied by not more than one family, or by one family and not more than four boarders or lodgers. The term does not include Bed and Breakfast establishments with seven or fewer rooms for rent that serve breakfast to overnight guests and are not a retail food establishment.

Structure - including, but not limited to that which is built or constructed or a portion thereof, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

Swimming Pool - any structure, basin, chamber, or tank containing an artificial body of water for swimming, diving, physical fitness, or recreational bathing and having a depth of two (2) feet or more at any point. This phrase does not include lakes or creeks.

Tenant - any person who occupies a dwelling unit for living or dwelling purposes with the Landlord's consent.

Uninhabitable – a condition or conditions that exist which could possibly threaten the life, health, safety, or general welfare of the Tenant or occupant as determined by the Building Official.

Sec. 3.09.02 Building Official, Power and Duties.

A. The Building Official or designee is hereby designated as the administrator of the provisions of this article. In addition to the powers and duties otherwise prescribed for the building official, as administrator of this article, the building official shall have the authority to:

1. Administer and enforce all provisions of this ordinance.
2. Keep records of all registrations issued in the program.
3. Adopt rules and regulations consistent with the provisions of this Article, with respect to the form and content of application for registration, the investigation of applicants, and other matters incidental or appropriate to his powers and duties as may be necessary for the proper administration and enforcement of the provisions of this Article.
4. Conduct periodic inspections of residential rental properties throughout the City to ensure compliance with this Article and all other City ordinances and State laws, and applicable adopted building codes, including but not limited to the International Residential Code and the International Property Maintenance Code, related to the purpose and/or enforcement of this Article.

Sec. 3.09.03 Registration Required.

A. An Owner of a residential rental unit within the City in accordance with procedures contained in this Article will be required to register all residential rental units. Every Owner of a residential rental unit in the City as of the date of adoption of this Article shall complete

an initial registration application for all rental properties under their charge no later than January 1, 2025.

B. There is NO charge for the rental registration to the City; however, each residential rental unit is required to be registered.

C. Unless otherwise provided in this Ordinance, each Owner of a residential rental unit within the City shall make application for registration with the City and schedule an inspection of said rental unit with the Building Official within thirty (30) days after the date an Owner of a dwelling unit converts the dwelling unit into a rental unit.

D. Application for residential rental registration shall be made upon a form provided by the City for such purpose, and shall include, at a minimum, the following information:

1. Owner's name, address, and work and home telephone number, driver's license number, or identification card number and state of issuance of the Owner;
2. If Owner is a partnership, the names of all partners, the principal business address, and telephone number of each partner;
3. If Owner is a corporation, the person registering must state whether the corporation is organized under the laws of the State of Texas or is a foreign corporation, and must show the mailing address, business location, telephone number, name of the main individual in charge of the local office of such corporation, if any, and the names of all officers and directors or trustees of such corporation, and, if a foreign corporation, the place of incorporation;
4. Name, address and telephone number of the Property Manager or person having the authority to act on behalf of the Owner;
5. Street address of the rental unit;
6. Number of persons that the unit is designed to occupy as determined by the International Residential Code and Property Maintenance Code, as amended; and
7. Signature of the Owner or Owner's agent.

E. It shall be unlawful for any person to make and/or file false information on their residential rental registration application with the City.

F. The City shall, within thirty (30) days after receipt of the registration application, either issue an RRC or notify the Owner that the application does not comply with the requirements of this Article.

G. Unless otherwise provided in this Article, an RRC shall remain valid until there is a change in ownership for that unit. A change in ownership shall be deemed to have occurred upon any of the following:

1. Any change in the ownership of any entity in whose name(s) the current registration of the unit is issued.
2. Any change in the ownership of any entity in whose name(s) the current registration for the unit is issued.
3. Where the unit is managed by a Property Manager, upon any change in the individual Property Manager and/or the Property Manager's ownership; or
4. Upon the dissolution of any entity having ownership over the unit or upon said entity;

H. Upon a change of ownership, the Owner or his agent shall notify the City within thirty (30) days of the change of ownership of the residential rental property. A new Residential Rental Registration Application shall be submitted by the new Owner for each residential rental unit with all applicable inspection fees to the Building Official's Office within thirty (30) days of the change of ownership. A new residential; rental property registration application submitted after thirty (30) days following the change of ownership shall be considered a late registration in violation of this ordinance and shall be subject to the penalty provisions of this ordinance.

I. An Owner who maintains in its own name any utility, source of energy, power or water to rental unit regulated by this code shall be required to annually register and renews RCOs for such units.

Sec. 3.09.04 Rental Certificate of Occupancy.

A. Rental Certificate of Occupancy (RCO) required. In addition to registration, it shall be unlawful for any person to own, operate, manage, or maintain a residential rental property or otherwise occupy or offer for occupancy thereof in the City without a current and valid RCO having been issued for said property by the City, or to violate any other requirement of this Article.

B. No residential rental unit may be occupied by a Tenant without first having a valid RCO. It is an offense for an Owner of a residential rental unit within the City to permit or allow a Tenant to occupy any rental unit without first being issued a valid RCO for the rental unit in accordance with this Article. A \$100.00 administrative penalty will be assessed for occupying a rental property without an inspection. If an Owner or Owner's representative

is required to register more than one rental unit, the Owner or Owner representative's failure to register any individual rental unit shall constitute a separate offense for every day that the Owner continues to fail to register a residential rental unit within the City. A fine of up to \$500 per day per offense shall apply.

C. Rental Certificate of Occupancy (RCO) issuance, renewal and expiration. An RCO shall be required for each residential rental property offered under lease and/or occupancy upon the effective date of this Article. All residential rental property offered for lease and/or occupancy for rent currently occupied as of the effective date of this Ordinance shall be in full compliance and obtain an RCO on or before January 1, 2025. For residential rental properties offered for lease and/or occupancy for rent after the effective date, an RCO shall be obtained prior to occupancy.

1. All RCOs shall expire with the change of a new Tenant.
2. An applicant for an RCO shall file a written application with the City upon a form provided for that purpose. The application shall be signed by the Owner or his agent and the property manager. Should an applicant own more than one residential rental property at more than one location, a separate application shall be filed for each rental property. The following information shall be required in the application:
 - a. Address of the property;
 - b. Name of Tenant and all other residents of the rental property; and
 - c. Acknowledgment by property Owner (or property manager) and Tenant of receipt of copy of "Residential Rental Property Ordinance".
3. The Building Official, or designee, may, at any time, require additional relevant information from the Owner or property manager to clarify items on the application and to assure compliance with this Article.

D. Upon a change of Tenant of residential property, a new inspection shall be required and a new RCO shall be obtained before the new Tenant may occupy the property.

E. A nonrefundable inspection fee of \$75.00 shall be paid to the City by the Owner for the inspection of each residential rental unit at the time of Tenant change. A RCO shall not be issued for a rental unit until the inspection fee for the unit is paid in full to the City and the property passes inspection. In the event a reinspection is required, a reinspection fee may not be charged unless the inspector deems the Property Owner has not made sufficient progress toward correcting tagged issues. No inspection fee or administrative fee will be charged if the Tenant change occurs within the same calendar year.

F. An RCO shall be issued for residential dwelling units that are subject to registration and this Article and for which the Owner has made registration application and paid the required fee, and for which the unit has been inspected and is in compliance with the current adopted International Residential Code, the current adopted International Property Maintenance Code, and other applicable city ordinances and adopted codes.

G. Residential Rental Certificate of Occupancy Fees. The fee for an RCO, reinstatement or renewal of an RCO, or renewal and all other fees provided for in this article shall be established in appendix A, Municipal Fee Schedule.

1. The fee for an RCO, as provided in the City's fee schedule, shall be paid prior to issuance.
2. When fees are delinquent, the Building Official may seek to enforce this Article as provided herein including, but not limited to, issuance of a citation and/or revocation of the RCO.

H. Replacement and Transferability. A replacement RCO may be issued for one lost, destroyed or mutilated or a rental property that sits vacant longer than thirty (30) days upon application on a form provided by the City. A replacement RCO shall be issued by contacting the inspector.

1. A residential rental property RCO is not assignable or transferrable.
2. The form of the RCO shall be prepared by the Building Official or his designee.
3. Standards of Maintenance. In addition to the requirements set forth in this article, the exterior and interior of residential rental properties, whether occupied or vacant, shall be maintained in accordance with this Article.

I. Responsibility

1. The Owner of any property in the City, whether vacant or occupied, shall be responsible for maintenance of all structures, equipment, appliances and accessories to the property in compliance with all applicable ordinances and permit requirements enforced in the City.
2. No Owner shall permit the occupancy of property that is not in safe and sanitary condition, or that does not comply with all ordinances in force in the City.
3. The Owner shall be responsible for paying all abatement fees, taxes and liens assessed on the property. The Tenant shall bear the ultimate responsibility for satisfying all overdue or unpaid utility bills owed to the City – for services incurred

in the Tenant's name.

4. Tenants of any property shall be responsible for keeping the interior and exterior of the property in clean, orderly and sanitary condition as provided in this Article.
5. No Tenant or Owner shall willfully or wantonly or by neglect or negligence damage, deface or destroy any part of the property or cause or allow to exist any condition detrimental to safety or sanitation or in violation of any ordinance.
6. Rubbish, trash, debris, filth and garbage. All exterior property, and the interior of every structure, shall be free from any accumulation of rubbish, trash, debris, filth, or garbage.
7. No person shall make connections from a utility, source of energy, power or water to rental unit regulated by this code and requiring a permit until they are in compliance with this Article.

Sec. 3.09.05 Inspection Required Upon Change in Occupancy.

A. The Owner shall provide written notice to the City of every change in occupancy. A change in occupancy shall mean a change in all tenants occupying a rental unit. The notice required by this section shall clearly indicate whether there was a change in Tenant(s) or whether the rental unit was vacated by the previous Tenant(s) and is presently unoccupied.

B. An inspection of the rental unit shall be required upon the City's receipt of written or verbal notice of a change in occupancy. Inspections required shall be performed in the same manner as and in accordance with the applicable inspection procedures established by this Article for the rental unit.

Sec. 3.09.06 Inspections.

A. The Building Official, in addition to any other applicable requirement of this Article, shall inspect the interior and exterior of a rental unit to determine compliance with applicable state and local laws including, but not limited to, the current adopted International Residential Code and the current adopted International Property Maintenance Code. The Building Official or his agent shall provide written notice of the date and time that the exterior inspection will be conducted. Upon request and/or consent of the Owner if the rental unit is vacant, or Tenant(s) if the rental unit is occupied, the Building Official may conduct an inspection of the interior of a rental unit.

B. If the Owner or Tenant does not allow for reasonable accommodations for a scheduled inspection of the interior and exterior of the rental property, the Building Official or his agent may conduct the inspection from the public right-of-way. If the Owner or Tenant

does not provide consent for the inspection and allows the Building Official to enter onto the property to conduct an inspection, the Building Official shall be required to obtain a warrant prior to entry of the property.

C. The Building Official or designee shall enforce the provisions of this Article upon presentation of property identification to the Owner or Tenant in charge of any residential rental unit and, with the Owner or Tenant's permission, may inspect the rental unit in accordance with this Section between the hours of 8:00 am and 5:00 pm. The Building Official's authority to conduct both exterior and interior inspections is subject to all limitations provided in state and federal law.

D. Inspections of all Rental Dwelling Units shall be performed at the renter's request on a complaint-driven basis, on change of Tenant and at intervals deemed necessary for the enforcement of this Ordinance. Except in the case of a life safety violation or a critical violation as set forth below, the Building Official shall provide a three (3) day notice via email, fax, certified mail, direct delivery, regular mail, or in person, to the Owner, landlord or property manager prior to the inspection date. If the notice is sent via regular mail, the notice will be deemed received three (3) days after deposit of the notice with the United States Postal Service. The notice shall include an inspection checklist, outlining the minimum requirements to maintain a Rental Dwelling Unit in compliance with this Ordinance. All Rental Dwelling Units may be inspected initially, or more frequently if the Building Official determines that the property poses a risk to health and safety to its tenants or occupants based on the following factors:

1. Life Safety Violation. A violation of the Nuisance Code, Health Code, Fire Code, Property Maintenance Code or Building Code that represents an imminent threat of death or injury to persons on the premises of a Rental Dwelling Unit. The absence of an essential utility for forty-eight (48) hours or more.
2. Critical Violation. A minimum housing standard violation or a health code violation that is capable of causing or contributing to injury or illness of occupants.
3. Noncritical Violation. A minimum housing standard or minor health code violation that represents a defect, damage, or deterioration in or on a structure or creates a decrease in general sanitation or hygiene.
4. Inspection Based on Complaint. In addition to any other authority granted by this ordinance, the Building Official shall have the authority to inspect based on complaints, observations, or other credible information indicating the possibility of a violation of this Ordinance.
5. Inspection Areas. Inspections shall be performed in areas such as all building exteriors, all exterior and interior common areas, vacant dwelling units and a

comparative sample of occupied dwelling units upon receipt of consent by at least one occupant or Tenant of legal age with authority to provide consent or other recourse as provided by law.

6. Inspection Sampling. Inspection of a multi-unit building should include all common areas and a random sampling of no less than five (5) percent of the Rental Dwelling Units. If the Building Official determines as a result of the inspection that a property poses a threat to public health and safety of any tenants/occupants, the Building Official is authorized to inspect additional, or all, Rental Dwelling Units of that property provided proper notification is provided to the Owner, occupants or tenants. It is the responsibility of the Owner, landlord or property manager to notify residents and to secure the residential unit in preparation for inspection.
7. Inspection and Reinspection. Any unoccupied Rental Dwelling Unit that has a Life-Safety Violation or Critical Violation at the time of the initial inspection may be re-inspected within ten (10) days or at another reasonable time as described by the Building Official not to exceed thirty (30) days. Any Life-Safety Violations or Critical Violations of occupied units that would cause a Rental Dwelling Unit to become uninhabitable as determined by the Building Official shall be vacated and corrected by the Owner within twenty-four (24) hours and shall not be occupied until all violations have been corrected.

E. Inspections after Occupancy. Upon the request of a Tenant, the Building Official may inspect a property for structural, electrical, mechanical or plumbing problems, ceiling leaks, smoke detector checks, and insect or rodent infestation. Owner or landlord has ten (10) days to correct or repair any inspection failures or misgivings.

Sec. 3.09.07 Notice of Violation.

A. A notice of violation shall be in accordance with the following:

1. Be in writing or marked on an inspection report form or notice;
2. Include a legal description of the property/premises;
3. Include a statement of the violation(s); and
4. Include a correction order allowing a reasonable amount of time as determined by the Building Official to make any necessary repairs or corrections required to bring the Rental Dwelling Unit, structure and/or premises into compliance with the provisions of this chapter.

B. A notice of violation shall be considered delivered when:

1. Delivered in-person or upon receipt of a signature from a direct delivery service or overnight delivery; or
2. Three (3) days after the notice is deposited at the United States Postal Service; or
3. The United States Postal Service returns the notice as “refused” or “unclaimed”, the validity of the notice is not affected, and the notice is considered delivered; or
4. If neither method of service effects notice delivery, by posting at or on a conspicuous place on the rental dwelling unit structure, and /or premises.

Sec. 3.09.08 Minimum Inspection Standards.

Rental Dwelling Units inspected under the authority of this Ordinance must, at a minimum, comply with the standards set forth in this section to pass inspection.

A. Structural integrity of premises. All structures in a Rental Dwelling Unit must be structurally sound and comply with all applicable construction codes as required by law. All permits required for any replacements or new installations must be obtained.

B. Egress required. All Rental Dwelling Units shall be provided with safe and unobstructed means of egress leading to safe and open space at ground level. All windows must meet the applicable requirements of the construction codes. When an unsafe condition exists through lack of, or improper location of exits, the Building Official may require the installation of additional exits.

C. Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

D. Insect Screens required. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch, and every screen door used for insect control shall have a self-closing device in good working condition.

1. Exception. Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

E. Painting, waterproofing, and repair to prevent deterioration. All exterior surfaces must be painted, waterproofed, and/or maintained in good repair as necessary in order to prevent deterioration including, but not limited to the following items; loose siding with

holes or excessive cracks, rotted boards which allow air or water to penetrate rooms, loose roof covering, holes, or leaks in roof, rotting, sagging, or deteriorating supports for steps, stairs, and porches, balconies, or other similar structures.

F. Railings, stairs, steps, balconies, porches. All railings, stairs, steps, balconies, porches, or landings must be designed and maintained as specified in the applicable construction codes. Any holes, cracks and other defects in stairs, porches, steps and balconies must be repaired.

G. Floors, walls, ceiling, and all supporting structural members. All floors, walls, ceilings, and supporting structural members must be maintained in sound condition, free of holes, breaks, or loose surface materials and capable of bearing imposed loads safely.

H. Plumbing, electrical, heating, appliances and air conditioning systems. Any systems being repaired or replaced in a Rental Dwelling Unit including plumbing, electrical, heating, and air conditioning systems shall be maintained in compliance with the applicable construction codes and all necessary permits obtained. All such systems must meet the following requirements:

1. Sink, lavatory required – all kitchen sinks and lavatory basins must be connected to the municipal water supply and approved sanitary sewer systems. Such sink and lavatory basin shall be installed so as not to be a health hazard or sanitation hazard.
2. Bathroom fixtures – all units must be provided with a flush water toilet and a bathtub or shower connected to the municipal water supply and approved sanitary sewer systems. Such flush water toilet and bathtub or shower shall be installed so as not to be a health and sanitation hazard.
3. Natural gas service lines – all natural gas service lines to each dwelling unit must be maintained in compliance with the applicable construction codes.
4. Fixtures connected to hot and cold water – every kitchen sink, lavatory basin and bathtub or shower required by the provisions of this Ordinance shall be connected to both operable hot and cold-water lines.
5. Water heating equipment – water heating equipment shall be provided and maintained in operating condition and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than one hundred ten (110) degrees Fahrenheit.
6. Boilers – all boilers must meet all State law requirements and have the inspection certification posted in accordance with the Texas Department of Licensing and Regulation Boiler Division laws and regulations.

7. Ventilation, flues and vent attachments – all ventilation, flues and vent attachments must function properly.
8. Connections – all plumbing fixtures and heating equipment must be in accordance with the applicable construction codes as required by law.
9. Sewage and wastewater disposal – wastewater disposal systems must be properly installed and maintained. Sewage must not be allowed to back up into the building or accumulate on the property. All sewage pipes and connections must be free of leaks. All wastewater lines must be properly capped.
10. Electrical service supply lines – each dwelling unit must be connected to supply lines for electrical service and said lines must be maintained in operating condition. Each electrical meter must be permanently marked to designate the unit and/or building it is servicing. Markings must be durable, easily readable, in contrasting colors, and remain visible at all times.
11. Electrical circuits and outlets – all electrical circuits and outlets must be maintained in compliance with the applicable construction codes as required by law. Ground fault interrupters must be properly installed where required.
12. Heating and cooking equipment – all heating and cooking equipment must be maintained in safe operating condition. All Rental Dwelling Units shall be provided with heating facilities capable of maintaining a room temperature of sixty-eight (68) degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms at any point measured at a distance of not more than three (3) feet above floor level, and not more than two (2) feet from an exterior wall; such facilities shall be installed and maintained in a safe condition and in accordance with the building code, the mechanical code and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type. Cooking appliances and/or portable electrical heating units shall not be used to provide space heating to meet the requirements of this section:
 - a. It is a defense to prosecution under this section that at least one habitable room is sixty-eight (68) degrees Fahrenheit at a point three feet above the floor and two feet from exterior walls if the outside temperature is under forty (40) degrees Fahrenheit.
 - b. Appliances. If appliances are provided in a rental dwelling unit, the Owner shall maintain those appliances, including portable heating units, portable air conditioning units, cook stoves, refrigerators, dishwashers, garbage disposals, ventilation hoods, washing machines and clothes dryers, and appliance

connections in operating condition.

I. Security devices. Security devices must be installed and maintained in accordance with Subchapter D of Chapter 92 of the Texas Property Code, including keyless deadbolt locks, door viewers, window and door locks, and sliding glass door security.

J. Lighting. Exterior illumination shall be provided at appropriate points adjacent to all building entrances, including individual dwelling units, stairwells, and hallways. Lighting shall be sufficient to illuminate areas where hazards may reasonably exist and shall be operable between a half hour after sunset and a half hour before sunrise. A landlord shall repair all inoperable exterior lighting fixtures within a reasonable period of time after being notified that the fixture is not working, in no instance shall a reasonable period of time be deemed to mean more than seven (7) days.

K. General maintenance; grounds and premises. The exterior premises of any Rental Dwelling Unit must be maintained in compliance with all applicable City codes and State laws, as currently exists or may be amended.

1. Graffiti. All buildings, structures, and grounds must be maintained free of graffiti.
2. Extermination of insects, rodents or other pests. Every Rental Dwelling Unit shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.
 - a. Owner – the Owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.
 - b. Single Occupant – the occupant of a single-family dwelling shall be responsible for extermination on the premises.
 - c. Multiple Occupancy – the Owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and Owner shall be responsible for extermination.
 - d. Occupant – the occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure. The occupant or Tenant of a rental dwelling unit is responsible for keeping a clean, sanitary and safe condition rental dwelling unit or premises which they occupy and control. The occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his/her dwelling unit is the only one infested.
 - e. Where the infestations are caused by defects in the structure, the Owner shall be responsible for repairs and extermination.

3. Garbage and refuse collection – except when placed curbside for collection in accordance with all applicable requirements of the City, any outside storage of garbage must be in a container or bag that is constructed of durable, rodent-proof material. When placed outside for the purposes of curbside collection, all garbage and refuse must meet all applicable requirements of the City. Any commercial container must meet all applicable City requirements regarding enclosure and/or screening of the container. When a Rental Dwelling Unit utilizes a shared dumpster no Owner, occupant, Tenant or landlord may allow trash, garbage, rubbish, etc. to be stored outside of the dumpster or dumpster corral.
4. Elimination of hazards. At no time shall there be any hole, excavation, sharp protrusion, or other object or condition that exists on the premises that is a health or safety hazard.
5. Stagnant water. Each Rental Dwelling Unit must provide drainage on the premises sufficient to prevent standing water on the premises.
6. Dead trees and tree limbs. Any dead trees, tree limbs, and/or brush shall be removed from the premises.
7. Vacant interior structures. The interior of a vacant structure or vacant position of a structure must be maintained free from any unsanitary condition(s). All vacant or unoccupied Rental Dwelling Units must be secured from unauthorized entry by the installation and maintenance of appropriate locking devices and intact doors and windows which are proportioned to securely and completely fit the openings.
8. Nuisance violations. Each premises must be maintained to the street free of high grass, weeds and uncultivated vegetation exceeding 12 inches in height; junk, trash and litter; and junked motor vehicles in accordance with all applicable City codes and State laws, as it currently exists or may be amended, of the City.
9. Fences and retaining walls. All fences, gates and retaining walls must be maintained in good repair.

L. Fire safety. All Rental Dwelling Units shall meet the following minimum requirements with regard to fire safety.

1. Parking lot and fire lane markings. Parking lots, fire lanes and required paved areas must have legible parking stripes and must be maintained in accordance with the Fire Code. This doesn't apply to single family dwellings.
2. Posting of address. Approved numbers and/or addresses shall be displayed for all

new and existing buildings so that the number and/or address is legible, in contrasting colors, and clearly visible from a public street, alley or roadway. Such numbers shall be Arabic numerals and have a minimum height of four (4) inches with a minimum stroke width of 0.5 inches.

3. Smoke and fire detection systems; alarm systems. All fire and smoke detection systems and fire alarm systems required by the Fire Code must be installed in accordance with the Fire Code. At a minimum, such systems must be maintained in operating condition and in accordance with any applicable fire code requirements. Battery-powered smoke detectors must be maintained in operating condition with adequately charged batteries properly installed. Carbon monoxide detectors shall be installed and maintained where required.
4. Extinguishers. All fire extinguishers and fire protection equipment must be installed and maintained in compliance with the Fire Code. Automatic fire suppression systems shall be inspected annually when present.
5. Storage of combustible, flammable materials. Combustible and flammable materials and all equipment or appliances containing flammable material must be properly stored in accordance with the Fire Code.

M. Safety and security.

1. To ensure the safety of all residents of rental properties, every Owner shall:
 - a. Cooperate with the City and its Police and Fire Departments to continually address public safety issues and crime problems at any rental property. This cooperation shall take the form of meeting with City officials, if necessary, an inspection of the property to review security and crime issues for formulation of remedies as may be identified. The resulting security plan may include, but is not limited to, a review of access and security issues, lighting, fire safety measures and prevention, access to common areas, crime prevention, neighborhood watch programs, graffiti removal, No Trespass Notices, lease clauses, and such other measures which are appropriate to the individual property and the type of problems at issue.
2. The Building Official may compile and provide educational materials to assist owners and occupants with safety and security concerns. Such materials may include assistance with developing security plans, crime prevention information, emergency contact information, etc.

N. Swimming pools. All swimming pools of any type; spas, and hot tubs must be maintained in compliance with all applicable City Ordinances, International Codes and State Statutes.

Sec. 3.09.09 Rental Dwelling Unit Fee.

A. Every Owner or operator of a Rental Dwelling Unit shall pay inspection fees as set forth in this Ordinance.

B. Any and all fees imposed in conjunction with this Ordinance are nonrefundable.

Sec. 3.09.10 Compliance with Applicable State Statutes and Codes.

A. All Rental Dwelling Units shall comply with all applicable City codes, including all current codes related to fire, health, safety and all other State statutes.

B. All Landlords, owners, occupants and tenants shall comply with the requirements outlined in Chapter 92 of the Texas Property Code. Chapter 24, Section 24.0061 (d-1) of the Texas Property Code may apply to a landlord who prevails in an eviction suit and is entitled to a judgement for possession of the premises and a writ of possession.

Sec. 3.09.11 Failure to Comply/Violation.

A. Failure to comply with any provision of this Ordinance shall be a violation and may result in the abatement of any public nuisance as allowed by law and/or the issuance of municipal court citations and/or the probation, denial, suspension, or revocation of a RCO.

B. It shall be a violation of this Ordinance for an Owner to allow occupancy of a Rental Dwelling Unit if the Owner has not registered the unit and applied for a RCO for said unit with the Building Official.

C. It shall be a violation of this Ordinance for an Owner to allow occupancy of a Rental Dwelling Unit with a life safety or critical violation.

D. Upon a determination that a Rental Dwelling Unit does not comply with the provisions of this Ordinance, the Building Official shall issue a Notice of Violation as directed by this ordinance.

E. The Building Official shall suspend or deny a Rental Dwelling Unit registration for failure to pay any fee required by the provisions of this Ordinance until such time as the appropriate fee has been paid.

F. The Building Official may, without warning, advance notice or hearing, suspend any permit to operate a Rental Dwelling Unit if the operation of the Rental Dwelling Unit constitutes an imminent hazard to public health or life-safety. Upon suspension of a permit, the Owner may not continue to allow new tenants or persons to occupy said unit(s) until

the permit has been reinstated. Whenever a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing with the Building Official within twenty (20) days of receipt of a request for a hearing. If the Building Official affirms the suspension, the decision may be appealed to the **City Council** in accordance with the provisions of Section 3.09.12 of this Ordinance.

1. When a permit is suspended the holder of the permit, or the responsible person, shall be notified in writing that the permit is, upon service of the notice, or after three (3) days of the date the notice is deposited with the United States Postal Service, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the Building Official by the holder of the permit within ten (10) days after the service of the notice in accordance with the provisions of this Ordinance. If no written request for a hearing is filed within the said ten-day period, the suspension is final.
2. Suspension of an RCO shall continue until the Building Official determines, after reinspection, that the reasons for the suspension no longer exist and until all applicable fees required by this Ordinance have been paid.
3. Suspension of a Rental Dwelling Unit permit shall not preclude the Building Official from taking any other enforcement action authorized by law.

G. The City may initiate termination of utility services or place a hold on reconnecting or reinstating utility services that have been terminated, pursuant to or for a Rental Dwelling Unit that is substandard, or unfit for human habitation by certifying, in writing, that the dwelling unit or property is substandard or unfit for human habitation. Upon initiating a utility termination or hold, the City shall promptly notify the Owner by written notice. The Owner may appeal the request in accordance with the provisions of Section 3.02.617.

H. The Building Official, after providing opportunity for a hearing, may revoke a permit for repeated or serious violations of any of the requirements of this Ordinance or for Interference with the Building Official in the performance of the Building Official's duties.

I. Whenever the Building Official has condemned a structure under the provisions of this code, a notice to vacate shall be posted in a conspicuous place in or about the structure or premises affected by the notice and served to the Owner or the person(s) responsible for the structure. Such notice to be posted shall and substantially following form:

NOTICE

This structure is declared UNSAFE for human occupancy or use in accordance with the latest adopted International Property Maintenance Code. This notice must remain on the building until it is repaired or demolished as specified in a letter sent to the Owner.

This building is occupied / unoccupied at the time of this posting and if occupied must be vacated within

72 hours from this date: _____

City of Caddo Mills Building Official

Address of Structure: _____

Notice Posted By: _____ Date:

ANY UNAUTHORIZED PERSON REMOVING THIS SIGN WILL BE PROSECUTED.

Building Safety Department * 2313 Main Street * Caddo Mills, Texas 75135 * 903-527-3116

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J. The notice to vacate shall be removed by the Building Official or his designee when the defect or defects, upon which the vacation and notice were based, have been eliminated. Removal of a notice to vacate placard without approval of the Building Official shall be considered a violation of this Ordinance.

K. Disposition of dangerous and substandard structures shall be performed in accordance with all City and State requirements.

L. In addition to other authority granted by a section of this code, the City Manager or Building Official has all rights and authority granted by Article 18.05 of the Texas Code of Criminal Procedure to obtain a valid administrative search warrant issued by a court of competent jurisdiction to allow the Building Official to perform the inspection. The time for inspection completion shall toll during any days where a warrant is being sought to allow entry and shall not be held against the Owner/Landlord. Any inspections shall comply with all Federal, State and local laws, regulations, and ordinances.

M. The Building Official shall also have the power to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violations, or to require the removal or termination of any unlawful occupancy of the structure in violation of the provisions of this chapter of direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises is chargeable against the real estate upon which the structure is located, and such charges shall constitute a privileged lien upon such premises.

Sec. 3.09.12 Appeals.

Any person directly affected by a decision of the Building Official or a notice or order issued under this code shall have the right to appeal to the **City Council** provided that a written application for an appeal is filed within ten (10) days after the date the decision, notice or order has been served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

A. Appeals shall be heard by the **City Council**.

B. The **City Council** shall consider the appeal as soon as reasonably practical from the date of the appeal.

C. The **City Council** may adopt, modify or reverse the decision of the Building Official by a concurring vote, provided a quorum exists, of the majority of the board members.

D. Except for vacation orders made pursuant to this code, enforcement of any notice and orders of the Building Official issued under this Article shall be stayed until the appeal is heard by the **City Council**.

Sec. 3.09.13 Penalty Clause.

A. Failure to comply with any provision of this Ordinance shall be a violation and may result in the abatement of any public nuisance or violation as allowed by law and/or the issuance of municipal court citations and/or the probation, denial, suspension, or revocation of RCO(s).

B. In addition to imposing a criminal penalty in accordance with Section 1.01.009 of this Code of Ordinances, the City may, in accordance with the state law, bring a civil action against a person violating a provision of this Ordinance. The civil action may include, but is not limited to, a suit to recover a civil penalty authorized by state law for each day or portion of a day during which the violation is committed or continued.

C. The civil penalties provided for in this Code of Ordinances, and any criminal penalties, are in addition to any other enforcement remedies, including injunctive relief, that the City may have under City ordinances and state law, and the City retains the right to pursue such additional remedies.

Sec. 3.09.14 Interference with Building Official.

It shall be a violation of this Ordinance for any person to interfere with the City Manager, Building Official, Code Officer or inspector in the performance of his duties under this Ordinance and their enforcement of the Ordinances of the City of Caddo Mills, Texas.

SECTION 4 Savings/ Repealing Clause

All provisions of this Ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent a prosecution from being commence for any violation if occurring prior to the repeal of the Ordinance. Any remaining portion of conflicting Ordinances shall remain in full force and effect.

SECTION 5 Severability

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid in a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City of Caddo Mills hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof. Irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 6 Effective Date

This Ordinance shall become effective after its passage by the City Council and publication as required by law.

PASSED, APPROVED, AND ADOPTED on this the 10th day of September 2024.

Mayor

ATTEST:

City Secretary

Date