

**VILLAGE OF
NORTH BRANCH
RENTAL DWELLING
ORDINANCE
Ordinance No. 27.1**

SECTION NO. AND TITLE PAGE NO.

SECTION 1. IN GENERAL

A. PURPOSE.....	1
B. APPLICABILITY.....	1
C. COMPLIANCE.....	1

SECTION 2. MINIMUM STANDARDS FOR BASIC EQUIPMENT AND FACILITIES

A. BASIC STRUCTURAL ELEMENTS.....	1
B. FOUNDATIONS AND SUPPORTS.....	1
C. BASEMENT AND CELLAR WALLS AND FLOORS.....	1
D. EXTERIOR ATTACHMENTS.....	1
E. DRAINS.....	1
F. EXTERIOR SURFACES.....	1
G. PORCH AND SPLIT-LEVEL RAILINGS.....	1
H. STAIRWAY HANDRAILS AND GUARDRAILS.....	1
I. MEANS OF EGRESS GENERALLY.....	1
J. EMERGENCY EXCAPE REQUIRED.....	1-2
K. INTERIOR FIXTURES.....	2
L. INTERIOR SURFACES.....	2
M. PAINT CHIPS.....	2
N. BATHROOM FACILITES FOR DWELLING UNITS.....	2
O. BATHROOM FACILITIES FOR ROOMING UNITS.....	2
P. KITCHEN FACILITIES REQUIRED.....	2
Q. KITCHEN APPLIANCES REQUIRED.....	2
R. PROHIBITED LOCATION OF KITCHEN FACILITIES.....	2
S. COOKING.....	2
T. MAINTENANCE OF FACILITIES.....	2
U. SMOKE DETECTOR REQUIRED.....	2
V. MAINTENANCE OF UTILITIES, REQUIRED FACILITIES, AND SERVICES.....	2-3
W. INFESTATION.....	3
X. SANITATION.....	3

SECTION 3. MINIMUM STANDARDS FOR ELECTRICAL SERVICE

A. ELECTRICAL SYSTEM REQUIRED.....	3
B. ELECTRICAL SYSTEM INSPECTION.....	3-4
C. EVIDENCE OF ELECTRICAL SYSTEM INADEQUACY.....	4
D. JOINT USE ARE LIGHTING.....	4

SECTION 4. MINIMUM STANDARDS FOR PLUMBING SERVICE

A. WATER SYSTEM REQUIRED.....	4
B. HOT AND COLD WATER SUPPLY.....	4
C. SEWER SYSTEM REQUIRED.....	4

SECTION 5. MINIMUM STANDARDS FOR HEATING

A. HEATING SYSTEM REQUIRED.....	4
B. HEAT SUPPLY.....	4

C. HEAT.....	4
SECTION 6. RESIDENTIAL GARBAGE AND RUBBISH STORAGE AND DISPOSAL	
A. GARBAGE/RUBBISH.....	5
SECTION 7. MINIMUM SPACE, USE, AND LOCATION REQUIREMENTS	
A. HABITABLE ROOMS REQUIRED.....	5
B. HABITABLE FLOOR AREA REQUIRED.....	5
C. SLEEPING ROOM REQUIRED.....	5
D. CEILING HEIGHT REQUIRED.....	5-6
SECTION 8. MINIMUM STANDARDS FOR VENTILATION	
A. WINDOWS, DOORS, AND SCREENS.....	6
B. INSECT SCREENS REQUIRED.....	6
C. REQUIRED WINDOW AREA.....	6
D. NATURAL LIGHTING.....	6
E. MECHANICAL VENTILATION.....	6
F. KITCHEN VENTILATION.....	6
G. BATHROOMS, SHOWER ROOMS, AND TOILET ROOMS.....	6
SECTION 9. GENERAL REQUIREMENTS AND RESPONSIBILITIES OF OWNERS AND OCCUPANTS	
A. RESPONSIBILITY OF OWNERS.....	6
B. RESPONSIBILITY OF OCCUPANTS.....	7
C. KEEPING OF ANIMALS LIMITED.....	7
D. ANIMALS IN DWELLINGS.....	7
E. ANIMAL NUISANCES.....	7
F. IMPROVEMENTS IN YARDS.....	7
G. TREES, SHRUBS, AND PLANTS.....	7
H. STORAGE OR ACCUMULATION PROHIBITED.....	7
I. BUILDING MATERIALS.....	7
J. SECURING DWELLING.....	7
K. UNSAFE DWELLING.....	7
L. UNFIT DWELLING.....	7-8
SECTION 10. ADMINISTRATION, ENFORCEMENT, AND PENALTY	
A. INSPECTIONS.....	8
B. COMPLIANCE/RE-INSPECTION.....	8
C. FEES FOR INSPECTIONS AND RE-INSPECTIONS.....	8
D. RIGHT OF ENTRY GENERALLY.....	8
E. ORDER TO REPAIR OR CORRECT.....	8
F. POSTING AN ORDER TO REPAIR OR CORRECT CONDITIONS.....	8
G. TIME TO CORRECT VIOLATIONS.....	9
H. NONCOMPLIANCE WITH AND ORDER OR NOTICE.....	9
I. REMOVAL OF POSTED SIGNS OR NOTICES.....	9
J. CHANGE IN OWNERSHIP.....	9
K. DECLARING A DWELLING UNSAFE.....	9
L. NOTICE OF UNSAFE CONDITIONS.....	9
M. POSTING OF DWELLING DECLARED UNSAFE.....	9-10
N. ORDER TO VACATE.....	10
O. OCCUPANCY OF UNSAFE DWELLING PROHIBITED.....	10
P. FAILURE TO VACATE.....	10
Q. ORDER TO SECURE.....	10
R. SECURING BY THE VILLAGE.....	10

S. COST OF DEMOLITION OR MAKING A DWELLING SAFE.....10

SECTION 11. REGISTRATION, COMPLIANCE, AND ENFORCEMENT

A. REGISTRATION OF RENTAL AND ROOMING DWELLINGS..... 10

B. REGISTRATION INFORMATION.....11

C. REGISTRATION FEES.....11

D. INACCURATE OR INCOMPLETE REGISTRATION INFORMATION..10-11

E. CHANGE IN REGISTRATION INFORMATION.....11

F. CERTIFICATE OF COMPLIANCE.....11

G. CERTIFICATE OF COMPLIANCE – MIXED USES.....12

H. APPEALS TO THE VILLAGE COUNCIL.....12

I. PROCEDURE FOR FILING APPEAL.....12

J. CONTINUATION OF EXISTING USE.....12

K. RECORDS TO BE MAINTAINED.....12

L. RELEASE OF RECORDS.....12

M. COMPLAINT CONFIDENTIALITY.....12

N. ENFORCEMENT GENERALLY.....12

O. CIVIL REMEDIES FOR VIOLATIONS.....12

P. PENALTY.....13

SECTION 12. APPEALS

A. NOTICE.....13

B. APPEALS.....13

C. FEES.....13

D. DECISIONS.....13

SECTION 13. DEFINITIONS.....13-18

SECTION 14. REPEAL OF PRIOR ORDINANCE.....18

SECTION 1. IN GENERAL

A. PURPOSE. The Village of North Branch finds that the act of renting dwelling units is a business activity. The Village also finds that dwellings or dwelling units which are rented to the public, when improperly maintained, by reason of their structures, equipment, sanitation, use or occupancy, may adversely affect public health, safety and general welfare as well as the aesthetic value of surrounding property and community. The purpose of the Ordinance is to protect the health, safety, and welfare of the people of the Village by establishing minimum standards for rental dwellings, to provide for the elimination of overcrowding, to provide standards for sanitary conditions in and around structures used for human habitation, to determine the responsibilities of owners and occupants of rental dwellings and to provide for the administration and enforcement of this Ordinance. This ordinance is not intended to serve as a profit center for the village. The intention is to charge a nominal fee to pay for administrative costs and the exact inspection fee.

B. APPLICABILITY. The provisions of this Ordinance shall apply to any person owning, occupying, managing, or controlling any rental dwellings in the Village.

C. COMPLIANCE. All rental dwellings shall comply with the standards set forth in the Ordinance.

SECTION 2. MINIMUM STANDARDS FOR BASIC EQUIPMENT AND FACILITIES:

A. BASIC STRUCTURAL ELEMENTS. Basic structural elements shall be in good repair and shall be

adequate to support the imposed load as required by this Ordinance.

B. FOUNDATIONS AND SUPPORTS. Foundations, foundation walls and supporting columns shall be

in good repair and shall be adequate to support the imposed load as required by this Ordinance.

C. BASEMENT AND CELLAR WALLS AND FLOORS. Walls and floors of basements and cellars

shall be in good repair.

D. EXTERIOR ATTACHMENTS. Exterior attachments to basic structural elements, including but not

limited to gutters, downspouts, screening, vents, antennae, awnings, and utility connections, shall be in

good repair.

E. DRAINS. All rain water shall be so drained and conveyed from every roof so as not to cause dampness in the walls, ceiling or floors of any habitable room, or of any bathroom or water closet compartment.

F. EXTERIOR SURFACES. All exterior surfaces shall be weather tight, waterproof, vermin proof and

shall be kept in good and sanitary condition. Exterior surfaces which deteriorate from exposure to the

weather shall be protected by a properly applied water-resistant paint, waterproof finish or other weatherizing treatment.

G. PORCH AND SPLIT-LEVEL RAILINGS. Any side of a floor, porch, stoop or patio which is more

than three (3) steps above the immediate adjacent ground or floor shall be bounded by a railing in good

repair.

H. STAIRWAY HANDRAILS AND GUARDRAILS. All stairways with three (3) steps or more shall be

bounded by railings which are properly installed and in good repair.

I. MEANS OF EGRESS GENERALLY.

(1) All means of egress from any point in a dwelling to a public way shall be maintained in good repair, available for immediate use and free from all obstructions.

(2) All egress doors shall open from the side in which egress is made without the use of a key or special knowledge or effort when the building or area is occupied.

(3) All interior exit stairway doors shall be openable from either side.

J. EMERGENCY ESCAPE REQUIRED. All sleeping rooms in a dwelling unit or a rooming unit below

the fourth story shall have a minimum of one (1) operable window or exterior door approved for emergency egress or rescue in accordance with the following:

(1) Where windows are provided as a means of egress or rescue the sill height shall not exceed fortyfour

inches (44") above the floor;

(2) Bars, grills, or screens placed over emergency escape windows shall be releasable or removable

from the inside without the use of a key, tool, or excessive force;

(3) An emergency escape or window is not required in a one (1) or two (2) family dwelling when a door of a sleeping room discharges directly to a public way.

(4) All locking devices on exterior doors shall be properly installed and in good repair. All doors which provide entry to rental dwellings from a common hall shall be provided with a properly installed locking device in good repair without interior keyed locks or dead bolts.

K. INTERIOR FIXTURES. All interior fixtures shall be in good repair.

L. INTERIOR SURFACES.

(1) All floors in any room where any water faucets are present shall be protected by some unbroken

waterproof or water-resistant covering such as paint, tile, linoleum, or carpet.

(2) Any wall in a dwelling unit or rooming unit in which a water faucet is present shall be made of

some waterproof material or shall be completely covered by some waterproof or water-resistant coating or covering. Such coating or covering shall be in good repair.

M. PAINT CHIPS. Paint chips lying on the floor of a dwelling or lying on the ground around an occupied

dwelling shall be deemed unsafe and shall be removed by the responsible party.

N. BATHROOM FACILITIES FOR DWELLING UNITS. Every dwelling unit shall contain a toilet, a

lavatory sink, and a bathtub or shower. All such facilities shall be in good repair and shall be located

within a completely enclosed room or rooms.

O. BATHROOM FACILITIES FOR ROOMING UNITS. At least one (1) closet, lavatory and bathtub or

shower shall be provided for each eight (8) roomers, or portion thereof. All such facilities shall be in

good repair and:

(1) Located in a completely enclosed room or rooms affording privacy which is separate from the habitable rooms;

(2) Are accessible, from a common hall or passageway, to all roomers sharing such facilities without

going outside of the dwelling; and

(3) Such facilities are not more than one (1) story removed from the roomer's rooming unit.

P. KITCHEN FACILITIES REQUIRED. Every dwelling unit shall have a kitchen or kitchenette.

A

kitchen or kitchenette shall have a sink, cabinets, and counter or table, all of which shall be in good

repair.

Q. KITCHEN APPLIANCES REQUIRED. Every occupied dwelling unit shall contain a working stove

and oven, and a refrigerator maintained in good repair.

R. PROHIBITED LOCATION OF KITCHEN FACILITIES. Kitchens, kitchenettes, or kitchen facilities

shall not be permitted in rooming units.

S. COOKING. Food prepared or cooked indoors shall be done only in a kitchen or in an area approved

by the Inspector.

T. MAINTENANCE OF FACILITIES. All materials, fixtures, equipment, appliances, or facilities required by this Ordinance or otherwise present in a dwelling shall be in good repair.

U. SMOKE DETECTOR REQUIRED. A minimum of one (1) single station smoke detector shall be

provided and maintained in good repair for each bedroom, and in the vicinity of the bedrooms of a

dwelling unit or rooming unit, and every level of a dwelling, as per the National Electrical Code.

V. MAINTENANCE OF UTILITIES, REQUIRED FACILITIES AND SERVICES. No person,

except as provided in this section, shall cause any of the following utilities, services, facilities, or equipment

to be shut off, disconnected, removed or otherwise terminated or interrupted when the utility, service,

facility or equipment is being furnished to or used by another person:

- (1) Water service;
- (2) Sewage service;
- (3) Fuel supply;
- (4) Heating equipment for facilities;
- (5) Ventilation or air conditioning facilities or equipment;
- (6) Hot water facilities or equipment;
- (7) Electrical facilities or equipment; or
- (8) Garbage pick-up service

This section shall not apply to a necessary temporary interruption of service required for maintenance,

repair or replacement, nor to any such interruption needed to act upon an emergency or unsafe condition. Any termination or interruption of water, sewer, gas, or electric utility service for nonpayment of bills shall be deemed to be caused by the person who contracted with the utility for the service.

W. INFESTATION. Every dwelling shall be kept free of uncaged rodents, uncaged birds, cockroaches, fleas, lice, bedbugs, or vermin.

X. SANITATION. All rooms, room surfaces, systems, fixtures, facilities, equipment, appliances, and furnishings shall be kept in a sanitary condition.

SECTION 3. MINIMUM STANDARDS FOR ELECTRICAL SERVICE:

A. ELECTRICAL SYSTEM REQUIRED. Every dwelling shall have an electrical system, components and safety devices which are properly installed and in good repair.

B. ELECTRICAL SYSTEM INSPECTION. If visual inspection by the Housing Inspector that the wiring system of an existing dwelling unit is inadequate or if code certification for any reason is required or requested, the following minimum standards shall be complied with:

- (1) Entrances and Exits. Where two (2) or more entrances and/or exits exist, at least two (2) shall be illuminated by exterior lights. Exterior lights shall be controlled by interior wall switches, located for convenient and readily accessible use.
- (2) Living Room. The living room shall be provided with a conveniently located wall switch controlled light or receptacle. The switch receptacle may be one of the required receptacles in the room. Duplex receptacles shall be equally spaced around the walls of the room, one duplex receptacle on each wall; unless the spacing is more than twelve (12) feet.
- (3) Kitchen. The kitchen shall be provided with illumination. The required illumination shall be controlled by a wall switch located for convenient and readily accessible use. A separated kitchen appliance circuit shall be provided, supplying a minimum of three (3) grounding-type duplex

receptacle outlets. Two (2) of these receptacles shall be readily accessible and spaced for convenient use of portable appliances. New appliance circuits shall be 20-ampere capacity.

(4) Bathroom. The bathroom shall be provided with illumination, controlled by a conveniently located wall switch. A receptacle separate from a light fixture shall be provided. The receptacle shall be at least thirty (30) inches and not more than forty-eight (48) inches above the floor, adjacent to the wash basin and not more than forty-eight (48) inches from the basin.

(5) All Other Habitable Rooms. Habitable rooms shall be provided with a conveniently located wall switch controlled light or receptacle. A minimum of two (2) additional duplex receptacles are required, equally spaced around the room.

(6) Basement. The basement shall have a minimum of one (1) lighting outlet in each two hundred (200) square feet or major fraction of area for general illumination. All enclosed areas that may be walked into, (except coal bins) shall be provided with a lighting outlet.

(7) Laundry Area. Areas shall be provided with illumination. This light shall be permitted to be connected to the laundry circuit. A wall-mounted grounding-type duplex receptacle shall be provided adjacent to the laundry equipment, on a separate circuit. New laundry circuits shall be 20-ampere capacity.

(8) Spacing Heating System. Heating equipment that requires electricity for operation of any facet shall be provided with an individual circuit. A disconnect switch shall be provided on or adjacent to the equipment. (Exception: Thermo-pile controlled furnaces.)

(9) Stairwells. Stairwells shall be adequately illuminated. Lighting outlets shall be controlled by wall

switches. Wall switches shall be located for convenient and readily accessible use. Switches shall not be located where it is necessary to use darkened stair sections for their operation.

Stairwells connecting finished portions of dwellings shall be provided multiple-switch control: one at the head, the other at the foot of the stairwell.

(10) Service and/or Feeder. The service or feeder to an existing dwelling unit shall be a minimum of

three-wire, one hundred-ampere capacity. Service equipment shall be dead front, having no live parts exposed whereby accidental contact could be made. All plug type fuses shall be Type S. Exception: an existing properly-installed fifty-five ampere capacity, three-wire service and feeders of thirty-ampere, two-wire are acceptable if adequate for the load being served.

(11) Exiting Wiring and Equipment. Existing wiring and equipment shall be in good repair. Circuit

extensions made with flexible cord wiring in lieu of permanent wiring shall be eliminated.

C. EVIDENCE OF ELECTRICAL SYSTEM INADEQUACY. Any of the following shall be considered

evidence of inadequacy:

(1) Use of cords in lieu of permanent wiring.

(2) Over-sizing of over-current protection for circuits, feeders or service.

(3) Unapproved extensions to the wiring system in order to provide light, heat or power.

(4) Electrical overload.

(5) Misuse of electrical equipment.

(6) Lack of lighting fixtures in the bathrooms, laundry room, furnace room, stairway or basement.

D. JOINT USE AREA LIGHTING. Every hallway, stairway, entryway and joint use area within a dwelling

containing three (3) or more dwelling or rooming units shall be lighted at all times.

SECTION 4. MINIMUM STANDARDS FOR PLUMBING SERVICE:

A. WATER SYSTEM REQUIRED. Every dwelling shall have a water system which is in good repair and

free of leaks. The water system shall connect each sink, water closet, basin, bathtub, or shower facility present in the dwelling to a public water supply or to a private water supply approved by the Village.

B. HOT AND COLD WATER SUPPLY. Every sink, basin, bathtub, or shower facility required by this

Ordinance shall be properly connected with both hot and cold water lines. The hot water lines shall be

connected to and supplied from an approved hot water source which is properly installed and maintained in

a safe and good working condition. The water system shall be sized to supply hot water at a minimum

temperature to outlets of one hundred and ten (110) degrees Fahrenheit but not exceeding one hundred and

twenty (120) degrees Fahrenheit to meet both daily requirements and hourly peak loads of the occupants of

the building.

C. SEWER SYSTEM REQUIRED. Every dwelling shall have a sewage disposal system which is in good

repair and free of leaks. A sewage disposal system shall connect each sink, water closet, basin, bathtub,

shower, and floor drain to the public sanitary sewer.

SECTION 5. MINIMUM STANDARDS FOR HEATING:

A. HEATING SYSTEM REQUIRED. Every dwelling shall have a heating system. Every heating system

shall be properly installed, in good repair and free of leaks and obstructions.

B. HEAT SUPPLY. Every heating system will provide sufficient heat to maintain a temperature of sixty-eight

(68) degrees Fahrenheit in every bathroom and required habitable room, as measured three feet (3') above

the floor.

C. HEAT. Where the heat regulator of a heating system is not within the direct control of the occupant, the

owner or responsible party shall be responsible for maintaining the temperature within all habitable rooms

and bathrooms of occupied units at or above sixty-eight (68) degrees Fahrenheit, as measured three feet (3')

above the floor.

SECTION 6. RESIDENTIAL GARBAGE AND RUBBISH STORAGE AND DISPOSAL:

A. GARBAGE/RUBBISH.

(1) It shall be the responsibility of the owner of every dwelling to provide garbage/rubbish removal service a minimum of once weekly.

(2) Every occupant of a dwelling regulated by this Ordinance shall dispose of all his garbage/rubbish

in a clean and sanitary manner by placing it in a rubbish facility.

(3) It shall be the responsibility of the owner to assure that garbage/rubbish containers with lids are

provided for all two-family rental dwellings.

(4) It shall be the responsibility of the owner to supply a dumpster for all multiple family rental dwellings:

- a. The dumpster shall be of a size and type approved by the Village Inspector.
- b. The dumpster shall be located within the side or rear yard and shall be screened by an obscuring barrier from the public view.
- c. The obscuring barrier shall be not more than eight (8) feet above ground level and shall always be at least one (1) foot above the height of the dumpster.
- d. The obscuring barrier shall be constructed of materials, which are durable, weather resistant, rust proof, fire resistant, and shall be maintained in good condition by the owner or responsible party.
- e. Wood or wood products when utilized, shall be treated and/or painted and shall be maintained at all times. Chain link or other wire fence utilizing metal, plastic or wood slats shall not be considered an obscuring barrier for the purpose of this Section.
- f. No obscuring barrier shall be used as a sign or otherwise for advertising purposes.

SECTION 7. MINIMUM SPACE, USE AND LOCATION REQUIREMENTS:

A. HABITABLE ROOMS REQUIRED. Every dwelling shall have one (1) or more habitable rooms which

together contain the habitable floor areas required by Section 7, parts B and C.

B. HABITABLE FLOOR AREA REQUIRED.

(1) Every dwelling unit shall have at least one hundred fifty (150) square feet of habitable floor area

for each occupant. In no case shall any private dwelling be occupied which does not contain at least four hundred eighty (480) square feet of habitable room area, nor shall it exceed the occupancy set forth by the Building Code.

(2) Every rooming unit occupied by one (1) occupant in a rooming dwelling shall contain at least eighty (80) square feet of floor area and every rooming unit occupied by more than one (1) occupant shall contain at least forty-five (45) square feet of floor area for each additional occupant.

C. SLEEPING ROOM REQUIRED.

(1) Any room used as a bedroom or for sleep purposes shall contain at least seventy (70) square feet

of habitable floor area. There shall be a minimum of thirty (30) square feet of habitable floor area for each additional person who sleeps in that room.

(2) Every room occupied for sleeping purposes shall be located so as to afford privacy of access not

requiring passage through another bedroom or bathroom.

D. CEILING HEIGHT REQUIRED.

(1) Habitable rooms shall have a ceiling height of not less than seven (7) feet six (6) inches for at least

fifty (50) percent of the required areas. Not more than fifty (50) percent of the required area may have a sloped ceiling less than seven (7) feet six (6) inches in height with no portion of the required areas less than five (5) feet in height. This applies only to new construction and/or remodeling. This does not apply to pre-existing rentals.

(2) If any room in a building has a sloping ceiling which provides an area of less than five (5) feet it

shall not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy thereof of the required habitable floor area.

(3) Hallways, corridors, bathrooms, water closets, and kitchens shall have a minimum ceiling height

of seven (7) feet measured to the lowest projection from the ceiling.

SECTION 8. MINIMUM STANDARDS FOR VENTILATION

A. WINDOWS, DOORS, AND SCREENS. All windows and exterior doors, including storm windows and doors shall be weather tight and in good repair. All screen doors and screens shall be in good repair.

B. INSECT SCREENS REQUIRED. During the months of May through October, the owner shall provide an insect screen in good repair for every required window area as defined in Section 8.C.

C. REQUIRED WINDOW AREA. Each habitable room shall contain window or skylights which have a combined area equal to or exceeding eight percent (8%) of the floor area of the room, except for kitchens

and bathrooms which comply with Section 8.F. or 8.G. The required window area in a basement of cellar

being used as a habitable room shall be located entirely above grade.

D. NATURAL LIGHTING. All required windows or skylights specified in Section 8.C. must be maintained

in working order as to be able to open and close safely.

E. MECHANICAL VENTILATION. Properly installed mechanical ventilation controlled by the occupant

may be used in place of required natural ventilation in any habitable room. Such mechanical ventilation

shall be maintained in good repair.

F. KITCHEN VENTILATION. Kitchens and kitchenettes shall have a minimum of one required window

opening directly to the outdoors or be provided with mechanical ventilation. When the kitchen is not

provided with required natural ventilation, mechanical ventilation shall be provided (a) in the ceiling or

wall close to the range and not more than four (4) feet from the center line of the range off the side or front

of the range; or (b) in the wall directly above the range between wall cabinets and range, provided a metal

collector hood is installed.

G. BATHROOMS, SHOWERS, AND TOILET ROOMS. Bathrooms, shower rooms, and toilet rooms shall

contain one (1) window, not less than three (3) square feet in area, opening directly to the outdoors or shall

be ventilated by one (1) of the following methods:

(1) Individual vents or ducts installed in accordance with the Village Inspector;

(2) A skylight with not less than three (3) square feet in area of ventilating opening; or

(3) By any system of mechanical ventilation operable by the occupant which is capable of exhausting

quantities of air.

SECTION 9. GENERAL REQUIREMENTS AND RESPONSIBILITIES OF OWNERS AND

OCCUPANTS:

A. RESPONSIBILITY OF OWNERS. It shall be the responsibility of the owner to keep and maintain each

dwelling so as to comply with the minimum basic requirements of this Ordinance. If the owner is prevented from complying with such requirements by the actions of a tenant, it shall be the right of the

owner to terminate the tenancy and evict the tenant in accordance with applicable state law. It is the owner's responsibility to inform tenant of inspection and to allow the inspector access of the rental dwelling.

B. RESPONSIBILITY OF OCCUPANTS. Every occupant shall cooperate with the owner or responsible party and shall be responsible for keeping and maintaining the dwelling in safe and sanitary condition,

except for normal wear and tear, and for meeting the minimum requirements of the Ordinance.

C. KEEPING OF ANIMALS LIMITED. No person shall keep, maintain, or house any animal or fowl, except

as permitted by the Ordinance of the Village.

D. ANIMALS IN DWELLINGS. Animals kept or allowed within a dwelling shall not be permitted by the

occupant or responsible party to create any unsafe, odorous or unsanitary condition or to cause any damage

to the dwelling or structure.

E. ANIMAL NUISANCES. Animals kept or allowed in a yard or in an accessory structure shall not be

permitted by the occupant or responsible party to create any unsafe, odorous, obnoxious or unsanitary condition.

F. IMPROVEMENTS IN YARDS. All improvements located in a yard, including, but not limited to

walkways, driveways, steps, fences, and walls shall be in good repair.

G. TREES, SHRUBS, AND PLANTS. Trees, shrubs, and plants which have damaged a dwelling or which are

diseased or create an unsafe condition shall be trimmed or removed by the responsible party.

H. STORAGE OR ACCUMULATION PROHIBITED. No person shall accumulate or permit to be

accumulated junk, except in a wholly enclosed structure provided that such storage does not harbor vermin

or pose a fire hazard to the occupants of the dwelling.

I. BUILDING MATERIALS. Except as may otherwise be permitted by the Village Ordinance, no person

shall store, accumulate, or permit the storage or accumulation of any building materials on property owned,

leased, rented or occupied by him for any period longer than reasonably necessary for the immediate use of

such materials, but in no event longer than sixty (60) days.

J. SECURING DWELLINGS. No person shall maintain or permit to be maintained any vacant dwelling

unless it is made safe by having all broken or missing panes of glass replaced and all openings secured, or

that all openings have sheathing, cut to fit and set into the outside casings and nailed to the jamb property.

K. UNSAFE DWELLING. No responsible party shall keep or maintain a dwelling that is in an unsafe

condition due to, but not limited to the following:

(1) Unsanitary conditions

- (2) Inadequate exit facilities
- (3) Existence of fire hazard
- (4) Any condition which is dangerous to human life or the public welfare.

L. UNFIT DWELLING. Any dwelling, dwelling unit, rooming house, or rooming unit, in whole or in part,

which shall be found to have any of the following defects shall be deemed to be unfit for human habitation:

- (1) One which is damaged, decayed, dilapidated, unsanitary, unsafe, or vermin-infested so that it creates a serious hazard to the health or safety of the occupants or to the public.
- (2) One which lacks light, ventilation, heating, or sanitary facilities adequate to protect the health or safety of the occupants or of the public as prescribed by the provisions of this Ordinance.
- (3) One which does not include a stove or other cooking facilities, a refrigerator, or space for dry goods storage; except however, where said facilities are not required by this Ordinance for a particular type of dwelling unit.
- (4) One which exposes or could expose the occupants to dangerous levels of air pollution from carbon monoxide, sewer gas, dust, or other harmful pollutants.
- (5) One which, because of its location, exposes or could expose the occupants to serious adverse environmental conditions, natural or manmade, such as dangerous walks, steps, instability, flooding, poor drainage, septic tank back-ups, and sewage hazards, mud slides, or excessive noise, vibration or vehicular traffic.

SECTION 10. ADMINISTRATION, ENFORCEMENT AND PENALTY:

A. INSPECTIONS REQUIRED. Inspections shall be made to obtain and maintain compliance standards of

this Ordinance based upon one or more of the following:

- (1) Probable cause to believe there is a violation of the standards of this Ordinance.
- (2) The need to determine compliance with an order or notice issued by the Village.
- (3) An emergency observed or reasonably believed to exist.
- (4) A request for an inspection by a tenant, owner or responsible party.
- (5) A periodic inspection conducted at least once in any one (3) year period.

Those rental units under inspection programs, such as the HUD/FHA Section 8 program, will be exempted from local inspection under the following circumstances:

- 1. Owner adheres to local rental housing standards,
- 2. Owner provides the building department a copy of a current passing inspection from the government agency.

B. COMPLIANCE/REINSPECTION. If a dwelling unit complies with this Ordinance, said unit shall be

exempt from further inspection for a two (2) year period unless an event specified in Section 10.A.(1)

through 10.A.(4) occurs. If a dwelling unit or dwelling does not comply with this Ordinance, the Village

Inspector shall notify the applicant and re-inspect the dwelling or dwelling unit for compliance within a

reasonable time considering the circumstances, but not to exceed ninety (90) days.

C. FEES FOR INSPECTIONS AND RE-INSPECTIONS. Fees for inspections and re-inspections required by

this Ordinance and all administrative fees shall be in accordance with a fee schedule adopted by reference

by the Village or North Branch.

D. RIGHT OF ENTRY GENERALLY. Authorized inspections inside a dwelling shall be made during reasonable hours. Entry without the consent of an occupant or responsible party shall require an administrative search warrant. If the owner or occupant fails to comply with the Village Ordinance inspection requests for residential rental property, the enforcing agency may obtain a search warrant from a court of competent jurisdiction.

E. ORDER TO REPAIR OR CORRECT. Upon observing the existence of a violation of the standards of this Ordinance, the Village Inspector shall issue an Order to Repair or Correct Conditions to the responsible party. The Order to Repair or Correct Conditions shall be issued by delivering the Order to the responsible party personally or by Regular mail. The Order to Repair or Correct Conditions shall:

- (1) Include the name of the owner, occupant or responsible party ordered to make repairs;
- (2) Specify the date of the inspection;
- (3) Specify the address where the violation was found;
- (4) Include the name, telephone number and signature of the inspector;
- (5) Include a description and the location of each violation observed by the inspector;
- (6) Order the responsible party to correct all listed violations by a specified date and to contact the Building Department to determine if the necessary work requires a permit or that the work be performed by a licensed contractor;
- (7) State that re-inspection will be made to determine whether all violations have been corrected by the date specified.

F. POSTING AN ORDER TO REPAIR OR CORRECT CONDITIONS. If the Housing Village Inspector determines that Ordinance violations exist at a dwelling, and is unable to personally serve the responsible party with an Order to Repair or Correct Conditions, the Village Inspector shall post an Order to Repair or Correct Conditions in a conspicuous place on or near the affected dwelling.

G. TIME TO CORRECT VIOLATIONS.

- (1) All orders issued regarding violations of this Ordinance shall provide a specified time for achieving compliance in relation to the seriousness of the violation.
- (2) Orders to Repair or Correct Conditions issued between October 31st and April 1st for exterior work adversely affected by cold or snow may provide additional time for the completion of such work, but in no case longer than June 30th.
- (3) The Housing Inspector may extend the re-inspection time provided in a written notice when there are extenuating circumstances or where the responsible party has made a substantial documented effort to correct violations.

H. NONCOMPLIANCE WITH AN ORDER OR NOTICE. Upon failure of the responsible party to comply with an Order or Notice, the Housing Inspector shall issue an appearance ticket or refer the matter to the Village Attorney for Prosecution or other appropriate legal action.

I. REMOVAL OF POSTED SIGNS OR NOTICES. No person shall remove, damage, deface, interfere with, move or conceal any Order or Notice posted pursuant to this Ordinance without first obtaining written permission of the Housing Inspector. Any sign or notice posted pursuant to this Ordinance shall include a statement of this provision.

J. CHANGE IN OWNERSHIP. The Housing Inspector shall immediately issue a new Order to Repair or Correct Conditions to any person assuming ownership or the status of responsible party for any dwelling which has been cited in an Order to Repair or Correct Conditions. A responsible party who has failed to comply with an Order to Repair or Correct Conditions shall not be relieved of the responsibility of having violated any provision of this Ordinance by transferring title to another person.

K. DECLARING A DWELLING UNSAFE. The Housing Inspector may declare a dwelling unsafe when the responsible party has failed to comply with Section 9.L.—Unfit Dwelling.

L. NOTICE OF UNSAFE CONDITIONS. The Notice of Unsafe Conditions shall:

- (1) Specify the date of inspection;
- (2) Specify the address where the violation was found;
- (3) Include the name, telephone number and signature of the inspector;
- (4) Include a description and the location of each violation observed by the inspector;
- (5) State that each violation is a separate punishable offense;
- (6) Order the responsible party to correct all listed violations by a specified date;
- (7) State that a re-inspection will be made to determine whether all violations have been corrected by the date specified;
- (8) Specify that the responsible party shall make the dwelling safe by repairing or removing it in accordance with this Ordinance and other pertinent provisions of the Village of North Branch Ordinances;
- (9) State the date in which the unsafe conditions are to be repaired or the dwelling removed;
- (10) Specify that the Village may initiate proceedings to demolish or make the dwelling safe if the responsible party has failed to comply with a Notice of Unsafe Conditions. Any costs incurred by the Village shall be a personal debt of the responsible party to the Village and shall be assessed as a lien against the property;
- (11) Shall inform the responsible party where to obtain the applicable building, electrical, mechanical and plumbing permits for repair, construction or demolition.

M. POSTING OF DWELLING DECLARED UNSAFE. If the Village Inspector declares a dwelling unsafe and is unable to personally serve the responsible party with a Notice of Unsafe Conditions, the Administrator shall send the responsible party the Notice by regular mail and shall post a sign in a conspicuous place on or near the affected premises. The sign shall state the following:

- (1) The address of the dwelling;
- (2) Date by which the violations are to be corrected; and
- (3) How further information may be obtained.

N. ORDER TO VACATE. The Housing Inspector may issue an Order to Vacate when the Housing Inspector has declared a dwelling unsafe pursuant to Section 10.Q. Such an order may be served personally on the responsible party or by regular mail. A copy of the Order shall be posted in a conspicuous place on or near the affected dwelling and shall state the following:

- (1) Date of which the dwelling shall be vacated;
- (2) Address of the dwelling;
- (3) How further information may be obtained.

O. OCCUPANCY OF UNSAFE DWELLING PROHIBITED. No person shall occupy or permit or allow

another person to occupy a dwelling which has been declared unsafe under Section 10.Q.

P. FAILURE TO VACATE. If a responsible party fails to comply with an Order to Vacate, the Housing Inspector may issue an appearance ticket or refer to the Village Attorney's office for prosecution or other appropriate legal action.

Q. ORDER TO SECURE. The Housing Inspector may issue an Order to Secure when he has declared a

dwelling unsafe pursuant to Section 10.Q. Such an order may be served personally on the responsible party or by regular mail. The Housing Inspector shall post an Order to Secure on or near the affected premise.

The Order shall state:

- (1) The address of the dwelling;
- (2) The name of the responsible party ordered to secure the dwelling;
- (3) The date by which the dwelling is to be secured; and
- (4) How further information may be obtained.

R. SECURING BY THE VILLAGE. Where the responsible party has failed to comply with and Order to

Secure, the Village may secure the dwelling. Any costs incurred by the Village for securing the dwelling

shall be a personal debt of the responsible party to the Village and may be assessed as a lien against the property.

S. COST OF DEMOLITION OR MAKING A DWELLING SAFE. If the Village demolishes or repairs an

unsafe dwelling, the cost of demolition or making a dwelling safe pursuant to the provisions of this

Ordinance shall be a personal debt of the responsible party to the Village and may be assessed as a lien

against the property.

SECTION 11. REGISTRATION, COMPLIANCE AND ENFORCEMENT

A. REGISTRATION OF RENTAL AND ROOMING DWELLINGS. All rental dwellings and rooming

dwellings existing as of this Ordinance shall be registered with the Village clerk no later than ninety (90)

days after the effective date of this Ordinance. Failure to comply with the registration requirements is a

violation of this Ordinance.

B. REGISTRATION INFORMATION. Application for registration shall be made on such forms and in

accordance with such instructions as may be provided by the Village Council and shall include:

- (1) The address of the rental dwelling or rooming dwelling;
- (2) The total number of dwelling units or room units;
- (3) The identification of each dwelling unit by letter or number;
- (4) The name, residence address, business address and business telephone number of a responsible party, if other than the owner;
- (5) The name, residence address, business address and business telephone number of the property owner;
- (6) Address where the owner/responsible party will accept notices or orders from the Village;
- (7) The date of registration;
- (8) Identification of any dwelling unit or rooming units not to be rented;
- (9) Date of birth of the owner and the responsible party.

C. REGISTRATION FEES. Fees for registration required by this Ordinance and all administrative fees shall

be in accordance with the fee schedule adopted by the Village Council and is not subject to appeal to the Village Council.

D. INACCURATE OR INCOMPLETE REGISTRATION INFORMATION. No responsible party shall

provide inaccurate or incomplete information for the registration of rental dwellings and rooming dwellings, or fail to provide information required under Section 11.A. In those cases in which the responsible party is not a natural person, the information required for the registration shall be provided for

the organization owning the rental dwelling or rooming unit and for the president, general manager, or

other chief executive officer of the organization. Where more than one natural person has an ownership

interest, the required information shall be provided for each person.

E. CHANGE IN REGISTRATION INFORMATION. If any change occurs in registration information

provided under Section 11.A., the responsible party shall file an amended registration form with the Village

Council within thirty (30) days after the change occurs. A new owner of a registered rental or rooming unit

shall re-register the dwelling within thirty (30) days of assuming ownership.

F. CERTIFICATE OF COMPLIANCE.

(1) The Housing Inspector shall issue a Certificate of Compliance for rental dwellings and rooming dwellings when:

- (a) A proper registration application has been filed; and
- (b) The responsible party has paid all fees to the administrative agency; and
- (c) The rental dwelling or rooming dwelling has been inspected by the Housing Inspector and complies with the provisions of this Ordinance.

(2) The Housing Inspector may issue a temporary or conditional certificate of compliance for rental

dwelling and rooming dwellings when:

- (a) A proper registration application has been filed; and
- (b) The responsible party has paid all fees to the administrative agency; and

(c) The rental dwelling or rooming dwelling has been inspected by the Housing Inspector and found to be safe, sanitary, and generally fit for human occupancy even though it may not totally comply with all the provisions of the Ordinance, and that the temporary occupancy thereof would not pose a threat to the public health, safety, and welfare.

(3) The Housing Inspector may revoke a Certificate of Compliance, or a temporary or conditional certificate of compliance, when the rental dwelling or rooming dwelling no longer complies with the provisions of this Ordinance and/or when the conditions attached to the temporary or conditional certificate of compliance have not been met.

(4) No responsible party shall let or rent to any person a vacant dwelling unit unless it has been inspected and granted a certificate of compliance, or a temporary or conditional certificate of compliance, by a duly appointed inspector of the Village.

(5) No responsible party shall let or rent to any person a vacant dwelling unit unless it is safe, clean

and fit for human occupancy, and complies with all of the applicable provisions of this Ordinance.

(6) It shall be unlawful for any person to occupy any rental dwelling unit unless a certificate of compliance, or a temporary or conditional certificate of compliance, has been issued with respect to said dwelling unit.

(7) It shall be unlawful for any person to occupy any rental dwelling unit if the certificate of compliance, or temporary or conditional certificate of compliance, has been revoked by the Housing Inspector.

(8) A certificate of compliance shall be issued upon verification of approval with section 10 B. A temporary or conditional certificate of compliance shall expire on the date specified thereon, but in

no event more than one year from the date of its issuance.

G. CERTIFICATE OF COMPLIANCE – MIXED USES. Mixed uses, dwelling, and commercial business or

otherwise, must obtain a Certificate of Compliance for both dwelling use and the other mixed use or uses.

H. APPEALS TO THE VILLAGE COUNCIL. A responsible party may appeal an Order or Notice issued

pursuant to this Ordinance, except those matters for which this Ordinance does not allow an appeal, if such

person:

(1) believes that the Order or Notice is an incorrect interpretation of the Ordinance;

(2) proposed an alternative method equal to or more stringent than the provisions cited in the Order or

Notice.

I. PROCEDURE FOR FILING APPEAL – BOND FEE. Any person wishing to make an appeal to the

Village Council shall file a completed appeal form with Village Clerk within fourteen (14) calendar days

from the date of issuance of an Order or Notice on the appellant. If a Notice of the appellant to receive

notification when sent to the address stated on the appeal form will not render such notice defective. The

Village shall notify the appellant and other interested parties including the occupants of the affected

dwelling of the time and date of the Village Council hearing.

J. CONTINUATION OF EXISTING USE. The legal use and occupancy of a rental dwelling existing on the

date of adoption of this Ordinance may be continued without any construction changes, providing that the rental dwelling unit has been registered with the Village and has passed an inspection prior to the date of adoption of the Ordinance.

K. RECORDS TO BE MAINTAINED. Adequate inspection records indicating the condition of all rental dwelling units shall be kept on file in the Village Office.

L. RELEASE OF RECORDS. Release of records generated and maintained by the Village Council of the Village of North Branch shall be regulated pursuant to the Freedom of Information Act, P.A. 442 of 1976, as amended.

M. COMPLAINT CONFIDENTIALITY. The Village shall not release any information regarding the names, address or telephone number of any person who reports a violation of the Ordinance except:
(1) by consent of the complainant;
(2) by court order.

N. ENFORCEMENT GENERALLY. This Ordinance shall be enforced by the Village Council, by and through its agents. An owner or occupant of the premises upon which any violation exists may bring action to enforce the provisions of this Ordinance in his own name.

O. CIVIL REMEDIES FOR VIOLATIONS.

(1) If a dwelling is constructed, altered, converted or maintained in violation of any provisions of this Ordinance or of any Order or Notice given hereunder, or if a nuisance exists at any dwelling, the Village may institute an action in the Circuit court to prevent such unlawful construction, alteration, conversion or maintenance, or restrain, correct or abate such violation of nuisance, to prevent the occupation of such dwelling or to prevent any illegal act or conduct of any business in or about such dwelling. Whenever the Village has incurred any expense for the enforcement of this Ordinance or the judgment of the Court, the Village may institute and maintain a suit against the responsible party of the dwelling in respect to which such expense was incurred and may recover the amount of such expense in addition to the costs of the suit.

(2) The Village shall have a lien upon the premises for the expenses necessarily incurred in the execution of such Judgment, which lien shall have priority over all other liens or encumbrances except taxes, assessments or mortgages recorded previous to the existence of such lien. Such a lien may be foreclosed as in the case for foreclosure of mortgages in Circuit Court.

P. PENALTY. Any person, firm or corporation who violates any of the provisions of this Ordinance is responsible for a municipal civil infraction, subject to payment of a civil fine of not less than one hundred

fifty dollars (\$150.00), plus costs and other sanctions, for each infraction as provided by Civil Infraction

Ordinance No 34.1(amended). The fine for any offense which is a first repeat offense shall be no less than

two hundred and fifty dollars (\$250) plus costs. The fine for any offense which is a second repeat offense

or any subsequent repeat offense shall be no less than five hundred dollars (\$500) plus costs.

SECTION 12. APPEALS

A. NOTICE.

(1) The Council shall either by general rule or in specific cases determine the interested parties who, in the opinion of the Village Council, may be affected by any matter brought before it which in all cases shall include those persons who own any real property within three hundred (300) feet of the premises in question, according to the latest assessment records of the Village of North Branch, and the occupants of all single and two-family dwellings within three hundred (300) feet of said premises in question.

(2) Such notice may be delivered either personally or by mail addressed to said respective owners as disclosed by the most current assessment records contained in the Village Treasurer's office and to tenants at address given for property in the date's assessment record. If the tenant's name is not known, the term "occupant" may be used.

B. APPEALS.

(1) Appeals from the ruling of any official charged with the enforcement of this Ordinance may be made to the Village Council by the person, firm or corporation or by any officer, department, board or bureau affected by any such decision.

(2) Any person may appeal and testify at a meeting (hearing) either in person or by a duly authorized agent or attorney.

(3) Such appeals shall be taken within such time as shall be prescribed by the Village Council.

(4) The appellant shall file with the Village Administration a notice of appeal specifying the grounds of the appeal.

(5) The officer from whom such appeal is taken shall forthwith transmit to the Village Council all papers constituting the record together with a summary report of previous action taken.

C. FEES. The Village may, from time to time, prescribe and amend by resolution a reasonable schedule of

fees to be charged to applicants for appeals. At the time the notice of appeal is filed, said fee shall be paid

to the Village Treasurer to the credit of the General Revenue Fund of the Village of North Branch.

D. DECISIONS.

(1) The Village Council shall render a decision on the appeal without unreasonable delay in the form

of a resolution, either reversing, modifying or affirming, wholly or partly, the decision appealed from or may make such orders, requirements, or determination as ought to be made, and to that end shall have the powers of any officer, or department board or commission of the Village of North Branch.

(2) The concurring vote of ___ of the members of the Village Council shall be necessary to reverse

any Order, requirements, decisions, or determination of any office or department, board or commission of the Village of North Branch, or to decide in favor of the applicant in the matter upon which it is authorized by this Ordinance to render a decision.

(3) Appeal to Circuit Court by an unsuccessful appellant to the Village Council shall be made within

twenty-one (21) days of the date of the meeting at which the vote was taken.

SECTION 13. DEFINITIONS:

ACCESSORY structures shall mean a building or structure in which the use is incidental to that of the main building and which is located on the same premises.

ANNIVERSARY DATE shall mean the date by which the requirements for application, inspection, and certification for the annual rental inspection shall have been met.

BASEMENT shall mean that portion of a building which is partly below and partly above grade and which has at least one-half (1/2) of its height below grade.

BASIC STRUCTURAL ELEMENTS shall mean the parts of a building which provide the principal strength, stability, integrity, shape, and safety, including, but not limited to, plates, studs, joists, rafters, stringers, stairs, subflooring, sheathing, latching, roofing, siding, window frames, door frames, porches, railings, eaves, chimneys, flashing, masonry, and all other essential components.

BOARDING HOUSE shall mean any dwelling occupied in any such manner that certain rooms in excess of those used by members of the family, as hereinafter provided, and occupied as a home or family and are leased or rented to persons outside of the family, without any attempt provided there or therewith for cooking or kitchen accommodations.

BUILDING MATERIALS shall mean and included, but is not limited to, lumber, bricks, concrete, or cinder blocks, plumbing materials, electrical wiring or equipment, heating ducts or equipment, shingles, mortar, concrete or cement, nails, screws, fence posts and fencing.

CEILING HEIGHT shall mean the clear vertical distance from the finished floor to the finished ceiling.

CELLAR shall mean that portion of a building, which has at least one-half (1/2) of its height below grade.

DETERIORATION or DETERIORATED shall mean the fact or process of decay or degeneration which has progressed to the point where it has resulted in or will soon result in making a structure, object, or mechanism unsafe, unsanitary, inoperable, unusable, or unsuitable for its intended use, including but not limited to, the advanced stages of rot, rust, mold, insect ingestion, infestation, or destruction.

DWELLING shall mean any structure, including the yard or part thereof, used for residential purposes, whether occupied or not.

DWELLING UNIT shall mean a single room or rooms providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

DWELLING, ONE-FAMILY shall mean a building designed exclusively for and occupied exclusively by one (1) family.

DWELLING, TWO-FAMILY shall mean a building designed exclusively for occupancy by two (2) families living independently of each other.

DWELLING, MULTIPLE-FAMILY shall mean a building or a portion thereof, designed exclusively for occupancy by three (3) or more families living independently of each other.

EMERGENCY shall mean a condition of imminent danger calling for immediate action to avoid death, injury, or illness to a human or the destruction or sever damage of real or personal property.

EXIT shall mean that portion of a means of egress which is separate from all other spaces of a building or structure by construction or equipment.

EXIT ACCESS shall mean that portion of a means of egress which leads to an entrance to an exit.

EXIT DISCHARGE shall mean that portion of egress between the termination of an exit and a public way.

EXTERMINATION shall mean the control and elimination of insects, rodents, or other pests by eliminating their harborage places, by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping, or by any other recognized and legal pest eliminative methods approved by the Housing Code Official.

FAMILY shall mean an individual or a group of two or more persons related by birth, adoption, or marriage, together with not more than two additional persons not related by blood, marriage or adoption, living together as a single housekeeping unit in a dwelling.

FINISH SURFACES shall mean material used for the final covering of basic structural elements. Finish surfaces include, but are not limited to, ceilings, walls, wainscoting, kick boards, moldings, stops and floor coverings.

FIRE HAZARD shall mean a condition which may cause loss, damage, or injury to persons or property by reason of fire, explosion, or action of the elements.

FURRED CEILING shall mean any ceiling which is installed below the joists which constitute the structural framing of the floor/ceiling assembly or attic floor above.

GARBAGE shall mean the animal and vegetable waste resulting from the handling, preparation, cooking, and consumption of food.

GRADE shall mean a reference plane representing the average of finished ground level adjoining the building at all exterior walls.

GOOD REPAIR shall mean to be properly installed, safe, stable, and maintained sufficiently free of defects or deterioration so as to be in compliance with the applicable codes, set forth in Section 2.

GUEST ROOM shall mean any room or rooms used, or intended to be used, by a guest for sleeping purposes.

HABITABLE FLOOR AREA shall mean the net floor area within the enclosing walls of the room excluding built-in equipment such as wardrobes, cabinets, kitchen units, or fixtures that is in compliance with the required minimum ceiling height for a habitable room area.

HARDSHIP shall mean any factor deemed by the Village Council to permit variation from the provisions of the Ordinance.

HOTEL/MOTEL shall mean any building containing six or more guest rooms, intended or designed to be used, or which are used, rented or hired out to be occupied or which are occupied for sleeping purposes by guests.

HOUSEKEEPING UNIT is individuals living together in a dwelling unit.

INFESTATION shall mean the presence, within or around the dwelling, or any birds, rodents, cockroaches, fleas, lice, bedbugs, or vermin.

INSPECTOR shall mean a housing inspector or any other employee of the Village whose responsibilities include the enforcement of this Ordinance.

INTERIOR FIXTURES shall mean those interior items and hardware which provide customary finished amenities and protection within a dwelling. Interior fixtures include, but are not limited to, doors, door knobs, latches, locks, hinges, handles, hooks, light fixtures, electrical outlets or switch cover plates, vents or opening grates, railings, shelving, cabinetry and mirrors.

JUNK includes any abandoned, discarded, or unused objects or equipment including, but not limited to furniture, stoves, refrigerators, freezers, cans, implements, parts of motor vehicles, machinery, cloth, rubber, bottles, any metals, boxes, cartons, or crates.

MEANS OF EGRESS is a continuous and unobstructed path of travel from any point in a building or structure to a public way, and consisting of three (3) separate and distinct parts: (a) the exit access, (b) the exit, and (c) the exit discharge. A means of egress comprises the vertical and horizontal means of travel and shall include intervening room spaces, doors, hallways, corridors, passageways, balconies, ramps, stairs, enclosures, lobbies, escalators, horizontal exits, courts, and yard.

NATURAL PERSON shall mean a human being.

NUISANCE shall mean:

- (a) Any public nuisance known at common law or equity.
- (b) Any condition which might attract, and be dangerous to children, whether in a dwelling, on the premises upon which a dwelling is located, or upon an unoccupied lot near on the premises upon which a dwelling is located, or upon an unoccupied lot near a dwelling. This included, but is not limited to, abandoned wells, cisterns, shafts, basements, excavations, abandoned refrigerators and motor vehicles or parts thereof; structurally-unsound fences, outbuildings or structures; lumber, rubbish, fences, debris, vegetation, mounds of gravel, sand or earth which might prove a hazard for inquisitive minors, and whatever is dangerous to human life or is detrimental to health.
- (c) Overcrowding a room with occupants.
- (d) Lack of adequate egress.
- (e) Insufficient ventilation or illumination
- (f) Inadequate or unsanitary sewage or plumbing facilities.
- (g) Improper disposal of garbage and rubbish.

(h) Whatever renders air, food, or drink unwholesome or detrimental to health, as determined by the Village Inspector.

(i) Insufficient support, inadequate sewage drainage, heating or wiring.

OCCUPANCY or OCCUPY shall mean the fact or act of a human being living or sleeping in a dwelling or unit

within a dwelling, whether the being is physically present or temporarily absent.

OPEN WINDOW AREA shall mean the resulting square footage of open space to the outdoors when a window has

been opened to its maximum distance as measured clear of the sash frame.

OWNER or OWNERSHIP shall mean any person holding legal or equitable title to a property or to real

improvements upon a property solely, jointly, by the entireties, in common or as a land contract vendee. "Owner"

also shall mean any person who in fact has been empowered to act on behalf of, or as the agent of, the owner.

"Owner" also shall mean any person who has or exercises care, custody, dominion or control over any property.

PERSON shall mean a natural person, firm, partnership, association or corporation.

PREMISES shall mean any improved or unimproved lot or parcel of land and its buildings and structures.

REMOTE EXIT shall mean a required exit providing a protected way of travel to an exit discharge, which is as far

removed as practical from the sleeping area.

RENTAL DWELLING shall mean a dwelling, containing one or more dwelling units, which are leased or rented

including consumer housing cooperatives and limited dividend housing corporations as defined in M.C.L.

125.141.1.

RENTAL UNIT shall mean any dwelling unit rented or leased.

RESPONSIBLE PARTY shall mean any person, including but not limited to owner, land contract holder, land

contract vendee, tenant or responsible agent, who has the responsibility to construct and/or maintain a dwelling in

compliance with this Ordinance. The name and address of the responsible party shall be determined from

information placed on file with the Assessor's Office, Treasurer's Office, and/or County Register of Deeds Office.

ROOMER shall mean a person who is provided with living and sleeping quarters within a rooming dwelling.

ROOMING DWELLING shall mean a dwelling containing rooming units.

ROOMING UNIT shall mean a room or group of rooms located within a rooming dwelling used or intended to be

used for living and sleeping, but not for cooking purposes.

RUBBISH shall mean combustible and non-combustible waste materials except garbage; and the term shall include

the residue from the burning of wood, coal, coke, and other combustible material, paper, rags, cartons, boxes, wood,

excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, etc.

RUBBISH CONTAINER shall mean a watertight container with tight fitting lid for the temporary storage of

garbage and rubbish that is constructed of metal, or other durable material impervious to rodents, that is capable of being serviced without creating unsanitary conditions.

SANITARY shall mean free of grease, excrement, dirt, food residue, garbage, rust or similar matter which can harbor bacterial unsafe to humans or animals, or which produces strong odors or which provides food for, or is an available source of food for animals or insects.

STRUCTURE shall mean anything constructed or erected, the use of which requires a permanent location on the ground.

UNFIT DWELLING shall mean any dwelling, dwelling unit, or rooming unit, in whole or in part, which shall be found to have any of the following defects:

- (a) One which is so damaged, decayed, dilapidated, unsanitary, unsafe or vermin infested that it creates a serious hazard to the health or safety of the occupants or the public.
- (b) One which lacks light, ventilation, heating, sanitation facilities adequate to protect the health or safety of the occupants or of the public as prescribed by the provisions of this Ordinance.
- (c) One which does not include a stove or other cooking facilities, a refrigerator, or space for dry food storage; except, however, where said facilities are not required by this Ordinance for a particular type of dwelling unit.
- (d) One which exposes or could expose the occupants to dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, or other harmful pollutants.
- (e) One which, because of its location, exposes or could expose the occupants to serious adverse environmental conditions, natural or manmade, such as dangerous walks, steps, instability, flooding, poor drainage, septic tank backups, sewage hazards, mudslides, or excessive noise, vibration or vehicular traffic.

UNSAFE shall mean a condition which is reasonably likely to do harm to humans or property if not corrected or stopped.

VERMIN shall mean rodents, birds and insects which may be destructive of real or personal property or injurious to health.

VILLAGE shall mean the Municipal Corporation that is the Village of North Branch and includes all authorized agents of the Village when acting within the scope of their authority.

WINDOW AREA shall mean the area of the glazing of a window through which light passes, including the area taken up by window pane dividers.

YARD shall mean all parts of a piece of property lying between a dwelling foundation and the property lines, as well as that portion of public property or a right-of-way lying between that piece of property and the street curb or pavement or lying between the piece of property and the centerline of an alley.

SECTION 14: REPEAL OF PRIOR ORDINANCE

The former Village of North Branch Housing Ordinance, which became effective on February 6th, 1992 and all amendments thereto, are hereby repealed in their entirety.

The undersigned Clerk of the Village of North Branch hereby certifies that this Ordinance was duly adopted on the

7th day of August, 2008 and was published in the LaView on the 21st day of August, 2008. This ordinance is

effective twenty (20) days after said date of adoption.

_____(SIGNED)_____

Betty L. Kennedy

North Branch Village Clerk

_____(SIGNED)_____

M. Kelly Martin

North Branch Village President__