CITY OF ENNIS, TEXAS

ORDINANCE NO. 18-0717-05

AN ORDINANCE OF THE CITY OF ENNIS, TEXAS ESTABLISHING MINIMUM STANDARDS GOVERNING THE CONSTRUCTION, USE, OCCUPANCY, MANAGEMENT, OPERATION AND MAINTENANCE OF MULTI-FAMILY AND SINGLE-FAMILY RENTAL STRUCTURES; PROVIDING REQUIREMENTS FOR THE ANNUAL REGISTRATION AND INSPECTION OF MULTI-FAMILY AND SINGLE-FAMILY RENTAL HOUSING; PROVIDING FOR AN ANNUAL REGISTRATION FEE AND REINSPECTION FEES; 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 Ennis, Texas ("City"), is a Home Rule Municipality city operating pursuant to the laws of the State of Texas, by and through its duly elected commission members; and

WHEREAS, the City Commission ("Commission") of the City serves as the elected governing body of the City directly responsible for the promotion and protection of the public health and safety of its citizens and inhabitants; and

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

WHEREAS, the City is committed to ensuring that residential rental properties in the community are safe, livable, and routinely maintained in accordance with public health, safety, and property maintenance standards as adopted in the City of Ennis Code of Ordinances; and

WHEREAS, some residential rental property owners routinely fail to maintain their properties putting rental unit dwellers at risk of illness, injury or death; and

WHEREAS, the City now lacks the necessary tools to identify and track problem residential rental properties and owners/Landlords, relying solely on sporadic and oftentimes after-the-fact occupant complaints; and

WHEREAS, residential rental property registration and inspection programs provide cities with an effective mechanism for the identification, tracking, and enforcement of poorly maintained properties and owners/Landlords; and

WHEREAS, the time has come for the City to regulate residential rental properties within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS:

SECTION 1. The findings set forth above are found to be true and incorporated as if fully set forth herein.

SECTION 2. PURPOSE. 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 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 as 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 semi-family, and apartment houses as set forth in this Ordinance.

SECTION 3. Chapter 10 – Licenses, Permits and Business Regulations of the Code of Ordinances of the City of Ennis, Texas shall be amended to add a new Article X (Residential Rental Property Registration and Inspection) which shall read in its entirety as follows:

ARTICLE X. – RESIDENTIAL RENTAL PROPERTY REGISTRATION AND INSPECTION

Sec. 10-350. - Definitions. For the purpose of this Ordinance, the following definitions shall apply unless the context indicates or requires a different meaning.

Apartment. A room or suite of rooms arranged or designed to be used as a residence by a single individual or group of individuals.

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.

Apartment House. Any building, or portion thereof, which is designed, built, rented, leased, let, or hired out to be occupied as four (4) or more dwelling units, or which is occupied as the home or residence of four or more families living independently from each other and maintaining separate cooking facilities. The term does not include Bed and Breakfast establishments with seven or fewer rooms for rent that serve breakfast to over-night guests and are not a retail food establishment.

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 Standards Commission. As established by Chapter 5 "Buildings and Building Regulations" of the City of Ennis Code of Ordinances.

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.

Certificate of Occupancy. A certificate issued by the Building Official authorizing occupancy.

City. The City of Ennis, 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 Commission 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 Commission. The City Commission of the City of Ennis, Texas, constitutes the legislative body of the city and, as a group, is responsible for taxation, appropriations, ordinances, and other general functions.

Code Officer. Shall be the person responsible for the enforcement of the City of Ennis Code of Ordinances and any and all applicable codes and ordinances within the City of Ennis as directed by Article X, Section 2-371 of the City of Ennis Code of Ordinances.

Comfortable Temperature Zone. Means no less than 68 degrees Fahrenheit and no more than 85 degrees Fahrenheit.

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.

Designated City Official (DCO). The term may include, but is not limited to, the City Manager's designee, Code Officer, Fire Marshal, Health Director, Building Official, or Delegated staff or duly authorized representative of the City Manager.

Dwelling Unit. One or more rooms arranged, designed, or used as separate living quarters for an individual family. Kitchen facilities (only one per dwelling unit permitted), including at least a stove or cooking device, and a permanently installed sink, plus bathroom facilities, shall always be included in each dwelling unit.

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 Electrical 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 Chief. The City Fire Chief and/or his designated representative.

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

Fire Marshal. The person appointed by the Fire Chief charged with the administration and enforcement of all applicable fire-related codes, or a duly authorized representative.

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.

Habitability Score. A scale beginning at 100 points and decreasing in suitability for living in as points are deducted, with less than 75 points being uninhabitable.

Health Director. The Health Official or other designated authority charged with the administration and enforcement of the Health Codes, and/or the Health Official's duly authorized representative.

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.

Legal Age. The age at which a person takes on the rights and responsibilities of an adult. In Texas 18 years of age or older is consider of legal age.

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, County, or Municipality 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, permitee 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 persons 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 Permit. The permit issued by the DCO pursuant to this Ordinance and referred to as "permit" in this Ordinance.

Rental Dwelling Unit Permit Fee. The annual monetary fee paid by a Rental Dwelling Unit owner.

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 for 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 (b) the government of the United States; (c) a department, division, agency or subdivision of the United States government; (d) the State of Texas; or (e) 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. A convent, monastery, or other facility occupied exclusively by members of a religious order, on-campus fraternity or sorority houses, or on-campus housing accommodations owned, operated, or managed by an institution of higher education or secondary school for occupancy by its students. The term is not applicable to a residence occupied by a caregiver of the sick, elderly or infirmed. Although said entities listed under parts (a) through (e) of this definition are not subject to routine inspections and annual rental registration fees the entity may be subject to other enforcement provisions of this ordinance.

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 dwelling.

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 over-night guests and are not a retail food establishment.

Special Pickup. A special removal service performed by the Sanitation Department, when more than three (3) cubic yards of garbage, rubbish, etc., are placed out for removal, subject to an additional charge as determined by the Sanitation Department. Special curbside refuse pickup may be scheduled to handle large, bulky items such as furniture and other assorted items. Appliances are included as part of a special pickup. Collections must be scheduled at least one business day in advance of the normal refuse collection day.

Structure. Including, but not limited to that which is built or constructed or a portion therof, 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.

Telephone Answering Service. A service company, mechanical service, or any other service, that establishes contact with or gives instructions how to establish contact with an appropriate person when an occupant, official, or emergency response service needs prompt assistance.

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 DCO.

Sec. 10-351. - Permit required. No person shall, rent, own, operate, manage, or maintain a Rental Dwelling Unit without a valid Rental Dwelling Unit permit from the City, issued by the DCO. A permit that has been revoked, that has expired, or that has lapsed for any reason is not valid. A suspended permit is not valid during the period of suspension.

(a) **Issuance of a Permit.** A person who rents, leases or lets to another person, a Rental Dwelling Unit, shall register that unit, or an address if there are multiple units, with the City and shall renew such registration annually on the date prescribed by this ordinance. The DCO shall issue a Rental Dwelling Unit permit within thirty (30) business days of receiving a completed application, provided that the information on the application indicates that the Rental Dwelling Unit complies with all of the requirements of this Ordinance; and all fees required by this Ordinance are paid. An initial inspection of the Rental Dwelling Unit to determine compliance with this ordinance may be made by the DCO after registration. An inspection by the DCO is not required prior to tenant occupancy of a Rental Dwelling Unit.

(b) Application for a Rental Dwelling Unit permit shall be made in writing on a form provided by the DCO. A separate application is required for each Rental Dwelling Unit located at different addresses for which a Permit is sought.

(c) A Rental Dwelling Unit application shall be made each time there is a change in ownership of a Rental Dwelling Unit. The application must include the total number of separate occupied and unoccupied Rental Dwelling Units on the premises.

(d) **Local Agent Required.** The owner of any Rental Dwelling Unit covered by this ordinance shall be available to respond to an emergency on a 24 hour per day basis. If the owner does not reside or operate a business within the City of Ennis, or in Ellis, Johnson, Hill, Kaufman, Navarro or Dallas Counties, then in addition to the information provided in item (e)(1) below, the same information shall be provided for a local agent that has the authority to represent the owner in all matters relating to maintenance of the rental unit or units.

(e) The application for a Rental Dwelling Unit permit shall include at least the following:

(1) Owners' name, address, 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 name of all partners, the principal business address of the person in charge of the property, and telephone number of each partner;

(3) If owner is a corporation, the person registering must state whether it is organized under the laws of this state or is a foreign corporation, and must show the mailing address, business location, telephone number, name of the main individual in charge of the property 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 and the agent for service;

(4) Name, address, and telephone number of the property manager;

(5) The name, address and telephone number for the person or agency that will be available 24 hours a day, every day, without exception to respond to emergencies or inquiries regarding the Rental Dwelling Unit(s).

(6) The legal street address of the Rental Dwelling Unit;

(7) The number of separate dwelling areas that will be covered by the permit;

(8) Statement of compliance or non-compliance with this ordinance signed by the owner's agent.

(9) Number of persons occupying the Rental Dwelling Unit.

(f) A Rental Dwelling Unit permit fee is annually due for each separate occupied and unoccupied Rental Dwelling Unit on the premises.

(g) A Rental Dwelling Unit permit is not transferable from one person to another or from one location to another location, except as otherwise authorized by this Ordinance. A Rental Dwelling Unit permit shall authorize the operation of the Rental Dwelling Unit only at the location and for the owner to which it is granted.

(h) For purposes of this section, a "Change in Ownership of a Rental Dwelling Unit" occurs when more than fifty percent (50%) of the equity interest of a Rental Dwelling Unit is owned by a person or persons other than the person or persons listed on the last Rental Dwelling Unit permit application on file with the City for that Rental Dwelling Unit.

(i) Posting of Permits. A valid Rental Dwelling Unit permit shall at all times be available on the premises for inspection and shall at all times be displayed in public view in the business office or as determined by the DCO. This subsection of the ordinance only applies to Multi-Family Dwelling with 10 or more dwelling units.

(j) Permits - duration.

(1) Each Permit, for a Rental Dwelling Unit shall remain valid from January 1st thru December 31st of each year. Each permit shall specify on its face the effective date of the Permit and the date of expiration.

(2) Rental Dwelling Units which do not begin operations until after July 1st are entitled to pay half of the annual Rental Dwelling Unit Registration and Inspection fee.

(3) Any Rental Dwelling Unit permit that is not renewed before its expiration date may be renewed only upon payment of both the annual permit fee and the required late fee as prescribed in Section 4 of this ordinance.

(4) Any owner who fails to register their Rental Dwelling Unit with the City annually on the date prescribed by this ordinance or the DCO shall be subject to an initial late registration fee of $150.00 and $50.00 per each month thereafter as described in this ordinance. This late registration fee does not include any municipal court fines or utility service disruption fees at said property that an owner may incur as a result of non-compliance.

Sec. 10-352. - **Notice on sale of dwelling.**

(a) Every owner of a Rental Dwelling Unit as provided in this ordinance shall notify the DCO in writing within thirty (30) days of the date of the sale of the Rental Dwelling unit. This notice shall include the name and address of the buyer.

Sec. 10-353. - **Inspections.** All Residential Dwelling Units shall comply with minimum building and property maintenance standards in accordance with all applicable City Codes and State laws.

(a) **Inspection authority.** The DCO is authorized to conduct such inspections as the DCO deems necessary to ensure compliance with all provisions of this Ordinance. The DCO shall have the right of entry at any reasonable hour upon the premises. The DCO shall have the authority to inspect all unoccupied dwelling units upon giving reasonable notice to the owner, landlord, or property manager. The DCO shall have the authority to inspect any occupied Rental Dwelling Unit when, upon reliable information, the DCO has reason to believe that violations of this Ordinance, City Code or of State law exist that involve serious threats to life, safety, health or property.

(b) If the property to be inspected is occupied by an occupant or tenant, consent must be achieved of at least one occupant or tenant of legal age with authority to provide consent. If no consent of the occupants can be achieved, the DCO shall be responsible for seeking and obtaining a valid administrative search warrant, issued by a court of competent jurisdiction, to allow the DCO to perform the inspection. The time period 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 or Landlord for purposes of this article.

(c) **Inspection frequency.** Inspections of a Rental Dwelling Unit may be performed annually, on a complaint-driven basis, on a random/lottery basis and at intervals deemed necessary by the DCO for the enforcement of this Ordinance. Except in the case of a life safety violation or a critical violation as set forth below, the DCO 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. 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 DCO determines the property poses a risk of 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:
(A) Represents a defect (s), damage, or deterioration in or on a structure; or
(B) Creates a decrease in general sanitation or hygiene.

(d) **Inspection based on complaint.** In addition to any other authority granted by this ordinance, the DCO shall have the authority to inspect based on complaints, observations or other credible information indicating the possibility of a violation of this Ordinance.

(e) **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 samples 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.

(f) **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 DCO determines as a result of the inspection that a property poses a threat to public health and safety of any tenants/occupants or as determined by the DCO, the DCO 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.

(g) **Change in tenancy.** A single-family Rental Dwelling Unit may be fully inspected by the DCO each time there is a change in tenancy in the Rental Dwelling Unit.

(h) **Random inspection.** The DCO may conduct periodic inspections at random provided proper notification is given to the owner, occupants or tenants. The

applicant or permittee (if a permit has previously been issued for the dwelling) may request that inspections be conducted by the City. Alternatively, the applicant or permittee may submit with the Rental Dwelling Unit permit application a certificate of compliance to the DCO. The certification of compliance shall be signed by a person who holds a current and valid license to perform real estate inspections issued under the provisions of chapter 1102 of the Texas Occupations Code. The person signing the certification of compliance shall certify that the premises for which the application is being made complies with all minimum standards contained in this code. The certification of compliance must be dated no more than 30 days before the date of application. Nothing contained in this section shall be construed to prohibit an inspection by the DCO or at the request of an occupant or tenant.

(i) **Inspection and re-inspection.** Any Rental Dwelling Unit that has a Habitability Score of less than seventy-five (75) points or has a Life-Safety Violation or Critical Violation at the time of the initial inspection must be re-inspected within fifteen (15) days or at another reasonable time as described by the DCO not to exceed forty-five (45) days. A Habitability Score of eight-five (85) points or greater and/or correction of all Life Safety Violations or Critical Violations must be achieved upon the initial re-inspection. If the Rental Dwelling Unit fails to meet this criteria upon the initial re-inspection than a second re-inspection must occur within fifteen (15) days or at another reasonable time as described by the DCO not to exceed forty-five (45) days. Any Life-Safety Violations or Critical Violations that would cause a Rental Dwelling Unit to become uninhabitable as determined by the DCO shall be corrected by the owner within twenty-four (24) hours. The Habitability Score for a rental unit shall be determined by deducting up to the maximum points set forth in this ordinance from one-hundred (100) based on the conditions or existence of the inspected category or item as determined by the DCO after performing the inspection.

(j) **Inspection report form.** Each point-weighted item is considered a notice of violation when indicated as being out of compliance on the inspection report form at the time of the inspection.

(1) Inspection Categories/Items Maximum Points Deducted

(A) **Building Interior and Occupancy Standards**

Condition of Stairs, Handrails, and Guardrails 2.00 points
Condition of Ceilings and Walls 2.00 points
Condition of Doors and Windows 2.00 points
Condition of Floors and Floor Coverings 1.00 points
Proper/operable ventilation 1.00 points
Smoke Detectors and/or carbon monoxide detectors when required 4.00 points
Adequate access to other habitable spaces 3.00 points
Adequate floor area per occupant 4.00 points
Rodent, Insect Infestation 4.00 points
Sanitary Conditions 2.00 points
Sub-Total 25.00 points

(B) **Building Exterior**

Condition of Paint, Wood, Siding, Trim 4.00 points
Condition of Doors, Windows, Shutters, Screens 3.00 points

Condition of Roofs, Soffits, Fascia, Flashing, Gutters, Downspouts 4.00 points
Condition of Walls, Chimneys, Foundations 2.00 points
Condition of Stairs, Handrails, and Guardrails 2.00 points
Condition of Car Ports/ Accessory Structures 2.00 points
Unobstructed Means of Egress and Ingress 3.00 points
Sub-Total 20.00 points

(C) **Property Maintenance**
Open Storage; Hazardous, Combustible, Chemical Storage 4.00 points
Condition of Fences, Screening Walls, Retaining Walls 3.00 points
Unkempt Vegetation 2.00 points
Junk Vehicles, Other Parking Violations 2.00 points
Address 1.00 points
Condition of Pools, Pool equipment 2.00 points
Improper drainage, Standing Water 1.00 points
Sub-Total 15.00 points

(D) **Electrical (Interior/Exterior)**
Condition of Electrical Panels, Junction Boxes 3.00 points
Condition and Protection of Wiring 3.00 points
Condition and Protection of Light Fixtures, Switches and Receptacles 2.00 points
Condition and Protection of Wiring of Appliances 2.00 points
Sub-Total 10.00 points

(E) **Plumbing & Mechanical (Interior/Exterior)**
Condition of Plumbing Fixtures (interior and exterior) 4.00 points
Condition and Connection Appliances 3.00 points
Condition of Clean Outs 2.00 points
Condition of vent hood screen 1.00 points
Sub-Total 10.00 points

(F) **Water Heaters** Combustion Air 2.00 points
Condition and Protection of Wiring and Gas Connections 3.00 points
Condition of Flue Pipes 2.00 points
Condition of Temperature / Pressure Relief Valve / Line 2.00 points
Water Supply 1.00 points
Sub-Total 10.00 points

(G) **Heating and Air Conditioning Equipment**
Condition and Protection of Wiring and Gas Connections 3.00 points
Condition of Flue Pipes 2.00 points
Condition of Filters and Condensate Drains 2.00 points
Heating and Air Conditioning (Functional) 3.00 points
Sub-Total 10.00 points
Total 100.00 points

(k) **Notice of Violation.** 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 DCO 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.

(l) 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.

(4) or, 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. 10-354. - **Minimum Inspection Standards.** A Rental Dwelling Units inspected under the authority of this Ordinance must, at a minimum, comply with the standards set forth in this section in order 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 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 DCO 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.** During the period from April 1 to November 1 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 (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

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 allows 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 a 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 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 liners.** All natural gas service lines to each dwelling unit must be maintained in compliance with the applicable construction codes.

(4) **Fixtures connected to hot, 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 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 connections of 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.

(13) **Air Conditioner.** An owner shall provide and maintain, in operating condition, refrigerated air equipment capable of maintaining a room temperature of at least 15 degrees cooler than the outside temperature, but in no event higher than eighty-five (85) degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms at any point measured at a distance of not less than five (5) feet above floor level, and not more than three (3) feet from an exterior wall. All fixed air conditioning systems, including air conditioning unit covers, panels, conduits, and disconnects must be maintained in good repair properly attached and installed in compliance with the construction codes.

(a) It is a defense to prosecution under this section that at least one habitable room is eighty-five (85) degrees Fahrenheit at a point five (5) feet above floor and three (3) feet from an exterior wall if the outside temperature is over 110° F.

(14) **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 connection, in operating condition.

(15) **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.

(16) **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 area 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 days.

(17) **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 it currently exists or may be amended. In addition to any requirements of this ordinance, the exterior premises of any Rental Dwelling Units must comply with the following minimum requirements:

(18) **Graffiti.** All buildings, structures, and grounds must be maintained free of graffiti.

(19) **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 re-infestation.

(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 are responsible for keeping in a clean, sanitary and safe condition that part of the 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) **Exception.** except where the infestations are caused by defects in the structure, the owner shall be responsible for repairs and extermination.

(20) **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. No owner shall allow more than three (3) cubic yards of trash, garbage, rubbish, and etc. out for removal at any time unless the occupant has contacted the sanitation department to arrange a "special pickup" of said items as prescribed in the definitions section 10-350 of this ordinance.

(21) **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.

(22) **Stagnant water.** Each Rental Dwelling Unit must provide drainage on the premises sufficient to prevent standing water on the premises.

(23) **Dead trees and tree limbs.** Any dead trees, tree limbs, and/or brush shall be removed from the premises.

(24) **Vacant interior structures.** The interior of a vacant structure or vacant portion 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.

(25) **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.

(26) **Fences and retaining walls.** All fences, gates and retaining walls must be maintained in good repair.

(27) **Fire safety.** All Rental Dwelling Units shall meet the following minimum requirements with regard to fire safety:

(28) **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. Except for single-family dwellings.

(29) **Posting of addresses.** 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 (12.7mm).

(30) **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.

(31) **Extinguishers.** All fire hydrants must be installed and maintained in compliance with the Fire Code. Automatic fire suppression systems shall be inspected annually when present.

(32) **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.

(33) **Safety and Security.** 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.

(b) The DCO 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.

(34) **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. 10-355. - **Minimum Responsibilities of Tenants or Occupants.**

(a) At a minimum, an occupant shall comply with all of the following:

(1) Not deliberately or recklessly destroy, deface, damage or remove a part of the premises or knowingly permit any other person to do so, or to remove, without permission of the landlord, any furniture or other items of personal property belonging to the landlord, or to cause other damages resulting in noncompliance with the Ordinances as adopted by the City.

(2) Within a reasonable timeframe (determined by the DCO), repair or pay for the cost of repair of any damage to the building or premises caused by negligence or an intentional act by the occupant or the invited guest of the occupant.

(3) Notify the landlord in writing of any facility concerns allowing at least 5-days for the landlord to respond to a written complaint regarding non-essential utilities and not more than 24 hours to respond to a written complaint regarding uninhabitable conditions relating to essential utilities.

(4) Maintain those portions of the interior of a Rental Dwelling Unit and premises under the occupant's control free from litter, rubbish, garbage, and all other nuisance-related violations that would encourage the infestation of insects, rodents or vermin and other unsanitary conditions.

(5) Maintain the Rental Dwelling Unit and all plumbing equipment and facilities provided in a clean, sanitary condition at all times. At no time shall an occupant fail or refuse to connect to a potable water source.

(6) Not occupy a premises or structure unintended for occupancy.

(7) Prohibit the premises from being utilized in any manner that would otherwise violate any portion of the City's Unified Development Ordinance, subject to

penalties thereof.

(8) Prohibit any portion of the premises from being utilized as a campground, to include the use of a tent or other means as determined by the DCO.

(9) Eliminate and/or correct any fire hazard as determined by the Fire Marshal or DCO.

(10) Not alter a dwelling unit or its facilities so as to create a non-conformity with this or any other ordinance or code of the City.

(11) Not place more than three (3) cubic yards of trash, garbage etc. out for removal at any time unless the occupant has made arrangements with City services for a "special pickup" of said items.

(12) Harbor no more than four (4) dogs and have each dog vaccinated against rabies by the time they are four (4) months of age and at regular intervals thereafter as required by State law. A current rabies vaccination certificate from a licensed veterinarian shall be presented to the DCO upon their request as valid proof of rabies vaccination(s).

(13) Prohibit all dogs from running at-large, subject to conditions provided by Chapter 4 of the City's animal ordinance and restrain each dog in a lawful manner in accordance with City code and/or State law. At no time shall any owner/occupant restrain or confine a dog in a cruel, unsafe or otherwise unlawful manner as determined by the DCO and prohibited by State law or City code.

(14) Not permit any dog under the care, custody, or control of an owner to defecate in the City on private property other than property owned, leased, or controlled by the owner or on public property or any other place to which the public or a substantial group of the public has access, including but not limited to a street, sidewalk, alley, park, or playground, or any common area of a school, hospital, apartment house, office building, transport facility, or shop.

(b) An owner, landlord or property manager may file, with the DCO, a signed notarized affidavit of personal knowledge of an occupant or tenant's failure to comply with the requirements of Section 10-355. Upon receipt of such signed notarized affidavit by the owner, landlord or property manager, the DCO may begin enforcement of the provisions of this Section, including the issuance of a citation to the occupant or tenant for violating the requirements of this ordinance.

Sec 10-356. - **Rental Dwelling Unit Fee**.

(a) Every owner or operator of a Rental Dwelling Unit shall pay registration and inspection fees as set forth in the City of Ennis fee ordinance.

(b) Any and all fees imposed in conjunction with this Ordinance are nonrefundable.

Sec. 10-357. **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. In the case of an eviction, the City may provide, without charge to the landlord or to the owner of personal property removed from a rental unit, a portable, closed container into which the removed personal property shall be placed by the officer executing the writ or by the authorized person. The City may remove the container from the location near the rental unit and dispose of the contents by any lawful means if the owner of the removed personal property does not recover the property from the container within 72 hours after the property is placed in the container.

Sec. 10-358. - **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 Rental Dwelling Unit permit.

(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 applied for a Rental Dwelling Unit Permit for said unit with the DCO.

(c) It shall be a violation of this Ordinance for an Owner to allow occupancy of a Rental Dwelling Unit with a Habitability Score of less than 75 points.

(d) Upon a determination that a Rental Dwelling Unit does not comply with the provisions of this Ordinance, the DCO shall issue a Notice of Violation as directed by section 10-353 of this ordinance.

(e) The DCO shall suspend or deny a Rental Dwelling Unit permit 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 DCO 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 DCO within twenty (20) days of receipt of a request for a hearing. If the DCO affirms the suspension, the decision may be appealed to the Building Standards Commission in accordance with the provisions of Section 10-359 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 DCO 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 hearing is filed within the said ten-day period, the suspension is final.

(2) Suspension of a Rental Dwelling Unit permit shall continue until the DCO determines, after re-inspection, 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 DCO 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 reinstituting utility services that have been terminated, as the case may be, 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 10-359.

(h) The DCO, 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 DCO in the performance of the DCO's duties.

(i) Whenever the DCO 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 Ennis Building Official

Address of Building:_____

Notice Posted By:_____Date:_____

Any Unauthorized Person Removing This Sign Will Be Prosecuted.

Building Inspections & Planning Dept. ▪105 S. Preston St ▪Ennis, TX 75119 ▪972-875-6442

(j) The notice to vacate shall be removed by the DCO, Fire Marshall or the Building Official when the defect or defects, upon which the vacation and notice were based, have been eliminated. Removal of a notice to vacate placard without the approval of the DCO, Fire Marshall or 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 local municipal and State requirements.

(l) In addition to other authority granted by any section of this code, the City Manager or DCO 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 Director and any DCO to perform the inspection. The time period 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 City Manager or DCO 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 or 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. 10-359. - **Appeals.** Any person directly affected by a decision of the DCO or a notice or order issued under this code shall have the right to appeal to the Building Standards Commission 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 Building Standards Commission.

(b) The Building Standards Commission shall consider the appeal as soon as reasonably practical from the date of the appeal.

(c) The Building Standards Commission may adopt, modify or reverse the decision of the DCO by a concurring vote, provided a quorum exists, of the majority of the board members.

(d) Any party may appeal the Commission's decision by filing a petition for a writ of certiorari with the state district court of Ellis County not later than 30 calendar days after the date a copy of the final decision of the Commission is personally delivered to them, mailed to them by first class mail with certified return receipt requested, or delivered to them by the United States Postal Service using signature confirmation service, or the Commission's decision shall become final as to each of them upon the expiration of each such 30 calendar day period.

(e) Except for vacation orders made pursuant to this code, enforcement of any notice and orders of the DCO issued under this Article shall be stayed until the appeal is heard by the Building and Standards Commission.

Sec. 10-360. - **Penalty Clause.** Any person, firm, corporation or business entity violating this Ordinance or portion thereof shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not exceeding Two Thousand ($2,000) Dollars. Each continuing day of violation under this Ordinance shall constitute a separate offense. The penalty provisions imposed under this Ordinance shall not preclude The City of Ennis from filing suit to enjoin the violation. The City of Ennis retains all legal rights and remedies to it pursuant to local, State, and Federal law.

Section 10-361.- **Interference with DCO.** It shall be a violation of this ordinance for any person to interfere with the DCO, Code Officer or inspector in the performance of his duties under this ordinance and their enforcement of the ordinances of the City of Ennis, Texas.

SECTION 4. The FY2017-18 Schedule of Fees, adopted and codified in Chapter 2 – Administration, Article I (In General), Section 2-1 – Municipal Fee and Use Schedule, shall be amended to add the following fees:

Rental Registration and Inspection Fees	**Fee**
Single - Family Dwelling Units	$20.00/Per Unit Annually
Duplexes – Per Building	$20.00/Unit Annually
Multi – Family Dwelling (3+ Units) – Per Unit	$15.00/ Per Unit Annually
Initial Late Registration 1st month	$150.00
Late Registration each month after initial late fee charge	$50.00
Initial Inspection	NO CHARGE
1st Re-inspection	NO CHARGE
2nd Re-Inspection	$75.00
Subsequent Re-Inspection(s) *(Returns/ Follow-up)*	$150.00

SECTION 5. SAVINGS/REPEALING CLAUSE. All provisions of any 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 a 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 8. 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 Ennis 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 9. EFFECTIVE DATE. This Ordinance shall become effective twelve (12) months after its passage by the City Commission and publication as required by law.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas, on this the 17th day of July, 2018.

Angeline Juenemann, Mayor

ATTEST:

Angie Wade, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald – City Attorney