

## **RESIDENTIAL RENTAL PROPERTY POLICIES AND PROCEDURES**

In order to protect the health, safety, and general welfare of the citizens of Lawrence, Kansas, the City of Lawrence, Kansas, at City of Lawrence, Kan., Code § 6-1301 *et seq.* (July 1, 2013), as modified, regulates residential rental property within the City. In order to provide City Staff with guidance in implementing and complying with those rules and regulations established at Chapter 6, Article 13 of the City Code and the Administrative Regulations promulgated by the Governing Body, the following internal policies and procedures are hereby adopted:

### **Licensing**

#### **A. General Requirements**

- 1.** Pursuant to City of Lawrence, Kan., Code § 6-1301 *et seq.* (July 1, 2013), as modified, it is unlawful for any person to let or rent to another person any Dwelling Unit within the City without first obtaining from the City a Rental License.
- 2.** To obtain a Rental License, an Owner, or his or her Resident Agents, must (a) file with the Department of Planning and Development Services a Rental License Application and (b) pay the applicable Rental License Fee. The requirements of the Rental License Application are set forth at Section 6-1305 of the City Code, as amended. The Rental License Fee is established according to the schedule established at Section 6-1304(b) of the City Code.
- 3.** In the case of multiple owners, it shall be sufficient for any one of the owners to obtain the Rental License for the Dwelling Unit.
- 4.** Owners of Section 8 housing or other Dwelling Units subsidized by the United States or the State that are inspected as part of the program must license each such Dwelling Unit, but are exempt from paying the Rental License Fees therefor.

#### **B. Application; Issuance; Denial**

- 1.** Upon receipt of the Rental License Application, City Staff shall review the Rental License Application and verify that all information has been provided, including the requirement that the Owner list a Resident Agent if the Owner lives outside a 40-mile radius from the City. City Staff shall also confirm that the correct Rental License Fee has been submitted.
- 2.** If the Rental License Application is incomplete, including the failure to submit the correct Rental License Fee, then City Staff shall give notice to the Owner, and any Resident Agent that the Rental License Application is incomplete, describe in detail the deficiency, and notify the Owner and Resident Agent that the Owner has fourteen (14) days from the date of the Notice within which to correct the deficiency.

3. If the Rental License Application is complete, City Staff shall, **but no later than thirty (30) days after the date of the Application**, issue to the Owner through Innoprise a Rental License for each property listed on the Rental License Application. For multi-family developments and apartment complexes with eleven (11) or more Dwelling Units under single ownership on a single lot or contiguous lots, City Staff shall issue a Master License for each of the Dwelling Units located thereon. For all other Residential Rental Property, City Staff shall issue through Innoprise separate Rental Licenses for each rental property listed on the Rental License Application.
4. The Rental License shall be on official City of Lawrence, Planning and Development Services letterhead and shall include the Rental License number, the name of the Licensee, the address of the Dwelling Unit, and the expiration date of the Rental License.
5. If City Staff determines that the Rental License Application is fraudulent or contains a material misrepresentation, or, if the Owner or Resident Agent has failed to correct any deficiency in the Rental License application within fourteen (14) days after being given notice, City Staff shall deny the Rental License. Notice of Denial shall be sent to the Owner and any Resident Agent and shall state specifically the reason for the denial, including any documentation establishing that the Rental License Application is fraudulent or contains a material representation, and that the Owner has fourteen (14) days therefore within which to file with the Department of Planning and Development Services a written Notice of Appeal.
6. City Staff will, in accordance with Section 2.0(A) of the Administrative Regulations, periodically perform audits to ensure that all residential rental properties are licensed. City Staff shall utilize utility billing information, review online advertisements, review newspaper advertisements, investigate complaints, or other similar actions, to perform this duty.
7. When City Staff determines that any Residential Rental Property is not in compliance with the licensing requirements, City Staff shall mail a courtesy letter to the Owner of record. The courtesy letter shall give the Owner no more than thirty (30) days therefrom within which to comply.
8. If the courtesy letter is not successful in obtaining compliance, City Staff shall mail a Notice of Violation to the Owner and Resident Agent of record. The Notice of Violation shall give the Owner or Resident Agent a certain time-frame (not to exceed thirty (30) days therefrom) within which to come into compliance, and shall inform the Owner or Resident Agent of the consequences of failing to comply with the Notice of Violation.
9. Failure to obtain a Rental License for a Dwelling Unit shall be cause for City Staff to prepare a complaint under Section 6-1321 of the City Code, as amended, to be filed in Municipal Court.

10. City Staff shall record in Innoprise all courtesy letters, Notices of Denial, and Notices of Violation for case tracking purposes.

**C. Duration**

1. Once it is issued, the Rental License shall be valid from the time that it is issued until midnight of the next Expiration Date, which shall appear on the Rental License and is established pursuant to the schedule set forth at Section 6-1308 of the City Code, as amended.
2. Any new Rental License issued less than six (6) months before the next Expiration Date, as established at Section 6-1308, shall not expire until one year after the next scheduled Expiration Date. All other new Rental License shall expire upon the next scheduled Expiration Date.

**D. Renewal**

1. **At least four (4) weeks before** a Rental License expires, City Staff shall mail to the Owner or Resident Agent a Renewal Notice. If the Owner's Residential Rental Property is scheduled for inspection during the ensuing calendar year, the Renewal Notice shall inform the Owner of that fact.
2. **Before midnight on the expiration date of the Rental License**, the Owner or the Resident Agent must submit to the Department of Planning and Development Services the renewal stub, the Rental License Fee, the Inspection Fee (if required), and schedule the inspection (if required).
3. City Staff shall assess to any Owner or Resident Agent that seeks renew a Rental License **after** midnight on the expiration date of the Rental License an administrative late fee of \$5.00 per Dwelling Unit being licensed.
4. Upon the submission of the renewal stub, payment of the appropriate Rental License fee, the payment of any Inspection Fee, the payment of any late fee, and if the Owner's Residential Rental Property passed its most recent Inspection, City Staff shall issue to the Owner or any Resident Agent the Rental License, applying the same parameters as with the original Rental License.
5. Failure to obtain a Rental License for a Dwelling Unit shall be cause for City Staff to prepare a complaint under Section 6-1321 of the City Code, as amended, to be filed in Municipal Court.

## **Inspections**

### **A. Generally**

- 1.** At the time of licensing or with the Renewal Notice, City Staff shall notify the Owner/Licensee if his, her, or its Dwelling Units are to be scheduled for inspection during the ensuing year. For renewals, the Owner/Licensee must schedule any required inspection prior to the expiration date of the license and must complete the inspection no later than 30 days after the expiration date of the license. All repairs must be made and the unit must be in good standing with the standards of Ordinance 8840 in order to be eligible to receive a renewed license.
- 2.** In the year in which an Owner's/Licensee's Residential Rental Property is to be inspected, City Staff shall inspect 10% of the Owner's/Licensee's Dwelling Units, rounded up to the next whole number, not to exceed fifteen (15) Dwelling Units.
- 3.** It shall be the obligation of the Owner/Licensee to pay the Inspection Fee as established at Section 6-1311 of the City Code, as amended, at the time of licensing or renewal.
- 4.** It shall also be the obligation of the Owner/Licensee to contact the Department of Planning and Development Services during the month of licensing or renewal to schedule said Inspections. At that time, the Owner/Licensee shall notify City Staff of any Qualified Vacant Dwelling Unit as that term is defined at Section 6-1302(j) of the City Code, as amended.
- 5.** City Staff shall determine what Dwelling Units will be inspected. In making that determination, City Staff shall always attempt first to inspect any Qualified Vacant Dwelling Unit identified by the Owner/Licensee. If such Qualified Vacant Dwelling Units are not available or do not constitute all of the Dwelling Units to be inspected, then City Staff will prioritize inspecting Dwelling Units based on the age of the Dwelling Unit or the Residential Rental Property. Older Dwelling Units, generally, will be inspected first and subsequent Inspections will generally follow that criterion.
- 6.** Generally, Dwelling Units that have been previously inspected by City Staff will not be selected for inspection in future inspection cycles in accordance with Section 4.0(D) of the Administrative Regulations.
- 7.** City Staff will not schedule inspections during July or August or any year (excluding inspections due to tenant complaints), unless specifically requested by the Owner/Licensee or Resident Agent.
- 8.** In performing any inspection in accordance with Section 6-1310 of the City Code, as amended, City Staff shall make every effort to minimize inconvenience to

Tenants by inspections, including but not limited to making a reasonable effort to inspect any Qualified Vacant Dwelling Units.

- 9.** In the case where City Staff must inspect an occupied Dwelling Unit, City Staff shall obtain consent from the Tenant before performing the inspection. It is recommended that such consent be in writing, using the consent form affixed to the Administrative Regulations. While City Staff may work with an Owner/Licensee to obtain such consent, the Owner/Licensee has no legal obligation to obtain consent from the Tenant.
- 10.** Inspections will be scheduled with a minimum of 72 hours' notice on any occupied Dwelling Unit in order to provide any Tenant with sufficient notice of the impending inspection, unless the Tenant requests that the inspection be performed sooner than that.
- 11.** Any Owner/Licensee that fails to appear for a scheduled inspection or re-inspection or any Owner/Licensee that refuses consent at a scheduled inspection shall be charged an administrative fee of \$25.00 per Dwelling Unit that was to be inspected. A scheduled inspection or re-inspection may be rescheduled by the Owner/Licensee with no less than seven days' prior notice to City Staff. There shall be no fee charged to any Owner/Licensee if the inspection or re-inspection is rescheduled with no less than seven day's prior notice or the inspection or re-inspection does not occur solely due to the actions of a Tenant.
- 12.** City Staff will wait fifteen minutes past the scheduled inspection time for any Owner/Licensee or Resident Agent to appear to complete any inspection or re-inspection. At the conclusion of that fifteen-minute period, City Staff will deem the Owner/Licensee or Resident Agent as having failed to appear and will assess the Owner/Licensee a \$25 administrative fee for each Dwelling Unit that was to be inspected. Staff will notify the Owner/Licensee or Resident Agent of the failure to appear and the amount of the fee to be assessed within two business days after the failure to appear.
- 13.** When inspecting a Dwelling Unit in accordance with Section 6-1310 of the City Code, as amended, City Staff will inspect the interior space of the Dwelling Unit, any common interior spaces of the Residential Rental Property, and any exterior spaces thereof.
- 14.** In performing an inspection in accordance with Section 6-1310 of the City Code, as amended, City Staff will use an Inspection Form and Checklist substantially similar to that affixed to the Administrative Regulations as Appendix C. City Staff will also reference the Inspection Guide that is affixed to the Administrative Regulations as Appendix D.
- 15.** Absent exigent circumstances, City Staff will not take photographs or make video recordings during the initial inspection of a Dwelling Unit or Premises.

- 16.** Inspection results should be entered into Innoprise in the field, when possible. When circumstances prevent entering the results into Innoprise in the field, City Staff should enter the results into Innoprise in the office on the same day that the inspection was completed, if possible, but by no later than the first full business day after the inspection.
- 17.** When an inspection results in no more than five violations, as listed at Section 6-1314 of the City Code, on any Premises or in any Dwelling Unit inspected all Dwelling Units licensed by the Owner/Licensee shall be exempt from inspections during the next inspection cycle. Each Premises or Dwelling Unit inspected must meet these criteria to qualify the Owner/Licensee for the exemption.
- 18.** If more than five violations, as listed at Section 6-1314 of the City Code, are cited on any Premises or in any Dwelling Unit inspected, City Staff may, upon not less than 72-hours' written notice, inspect an additional 10%, rounded up to the next whole number, not to exceed 15, of the Dwelling Units licensed by the Owner/Licensee. The costs for the additional inspections shall be assessed to the Owner/Licensee in the same manner as the original inspections.
- 19.** City Staff shall keep records of Dwelling Units or Residential Rental Property that have not completed the required periodic inspection. In that case, City Staff shall mail to the Owner/Licensee or any Resident Agent a Notice of Violation informing the Owner that the Residential Rental Property shall be inspected no later than thirty (30) days therefrom.
- 20.** In the event that the Owner/Licensee does not comply with any Notice of Violation, City Staff shall notify the Owner/Licensee that the residential rental property in question has been placed on Probation for a period of time not to exceed thirty (30) days. The letter shall also advise the Owner/Licensee that failure to comply with the conditions of probation shall be grounds for revocation of the Rental License and/or criminal prosecution.
- 21.** Dwelling Units that qualify as a Major Reconstruction or New Construction, as those terms are defined at Section 6-1302(e) and (f) of the City Code, shall be exempt from inspection for a period of time not to exceed six (6) years from the date of the property passing its final building inspection. Such properties, although exempt from inspection, must obtain a Rental License for each Dwelling Unit let or rented to Tenants.

## **B. Inspection Fees**

- 1.** The Inspection Fee shall be \$50.00 per Dwelling Unit inspected and shall be remitted to the Department of Planning and Development Services at the time of licensing or renewal in the year in which the Owner's Residential Rental Property is scheduled for inspection.

2. City Staff shall charge any Owner/Licensee a \$25.00 administrative fee for failing to appear at any scheduled inspection or re-inspection. A scheduled inspection or re-inspection may be rescheduled with no less than seven (7) days' prior notice to the Code Official. The fee shall not apply in those cases where the inspection or re-inspection does not occur because of the actions of a Tenant.
3. City Staff shall charge any Owner/Licensee a \$50.00 administrative fee for any re-inspection necessary after the initial re-inspection, City Staff shall charge the Owner/Licensee a re-inspection fee of \$50.00 per Dwelling Unit re-inspected. This fee shall not apply to any re-inspection that is caused solely by the actions of a Tenant.

**C. Right of Entry**

1. Absent exigent circumstances, when City Staff is enforcing the provisions of Chapter 6, Article 13 of the City Code, or whenever City Staff has reasonable suspicion that there exists in any Dwelling Unit or on any Residential Rental Property, any condition or violation that makes the Dwelling Unit or residential Rental Property unsafe, dangerous, hazardous, or a public nuisance, City Staff shall have the right, after giving 72-hours' written notice to the Licensee, to enter the premises or any Dwelling Unit thereon, at all reasonable times in order to inspect the property.
2. At the time of any inspection, if the Dwelling Unit or Residential Rental Property is occupied, then City Staff shall make contact with the Tenant, present proper credentials, and request written consent to enter the Dwelling Unit or property.
3. If the Dwelling Unit or Residential Rental Property is unoccupied or if City Staff cannot make contact with the Tenant and City Staff is denied consent to enter, then City Staff shall have the right to seek entry by way of an administrative warrant or by other lawful means.

**D. Re-inspections**

1. If violations are noted in a Dwelling Unit, the Dwelling Unit must be re-inspected. It shall be the obligation of the Owner/Licensee to schedule any re-inspection. There is no additional charge for the first re-inspection.
2. At the discretion of City Staff, in lieu of a re-inspection the Owner/Licensee may submit photographs or other documentation to establish that any cited violation has been remediated.
3. With the consent of the Tenant, City Staff may take photographs or make video recordings during a re-inspection of any violations that have not been remediated.

## **Violations**

### **A. Generally**

- 1.** Using the Inspection Checklist and Inspection Guides, as affixed to the Administrative Regulations as Appendices C and D, City Staff will inspect Dwelling Units under Chapter 6, Article 13 of the City Code, as amended, only to verify that Dwelling Units are not in violation of any of those violations listed at Section 6-1314 of the City Code. The violations shall determine whether or not the Dwelling Unit qualifies for the Incentive established at Section 6-1312 of the City Code, as amended.
- 2.** If City Staff observes violations of the City's Property Maintenance Code, not listed at Section 6-1312 of the City Code, as amended, City Staff will process the violation under the City's Property Maintenance Code Enforcement program, but such shall be deemed separate and apart from the City's Residential Rental Property program and shall have no bearing on an License or any incentive that may be granted.
- 3.** While compliance with the City Code is ultimately the responsibility of the Owner of the Residential Rental Property, if City Staff has probable cause to believe that any violation is caused by the actions of a Tenant, or involves personal property of the Tenant, then City Staff may pursue compliance and resolution thereof with the Tenant in accordance with Section 6-1316(b) of the City Code. Any citation issued to a Tenant shall have no bearing on an Owner's/Licensee's Rental License or any incentive that may be granted.
- 4.** Under Section 6-1315 of the City Code, as amended, exceeding the occupancy limits for a Dwelling Unit shall be a violation of the Residential Rental Property program. However, where the occupancy is exceeded without the Owner's/Licensee's knowledge shall not be deemed a violation of Chapter 6, Article 13 of the City Code and shall have no bearing on the Owner's/Licensee's Rental License or any incentive that may be granted.

### **B. Notices of Violation**

- 1.** City Staff shall send to any Licensee a Notice of Violation that any Dwelling Unit is in violation of Section 6-1314 or 6-1315 of the City Code, as amended. The Notice of Violation shall be served on the Licensee or any Resident Agent by hand-delivery, email or First Class mail addressed to the Licensee or Resident Agent.
- 2.** The Notice of Violation shall identify the violation cited, whether City Staff seeks remediation and the time within which remediation must be completed, whether



City Staff seeks probation or to extend a pre-existing probationary period, or whether City Staff seeks to revoke the Rental License.

3. The Notice of Violation shall also state that the Licensee shall have fourteen (14) days from the date of the Notice of Violation within which to file with the Department of Planning and Development Services a written Notice of Appeal in accordance with Section 6-1317 of the City Code, as amended.
4. If City Staff has probable cause to believe that a Tenant is the cause of any violation of Chapter 6, Article 13, then City Staff shall issue to the Tenant a Notice of Violation. The Notice of Violation shall inform the Tenant that, unless exigent circumstances require more immediate action, he or she has thirty (30) days to remediate the violation and that the Tenant has fourteen (14) days from the Notice of Violation within which to file with the Department of Planning and Development Services a written Notice of Appeal.
5. A Notice of Violation served on a Tenant shall have no effect on a Licensee's Rental License or any incentive that may be earned under Section 6-1312 of the City Code, as amended. Moreover, no such Notice of Violation shall otherwise increase any Licensee's fees or expenses. All such liability shall be borne by the Tenant served the Notice of Violation.
6. All appeals from Notices of Violation for which the Licensee or Tenant files a timely Notice of Appeal shall be heard by the Building Code Board of Appeals following the procedures established at Section 6-1317 of the City Code, as amended.

## **Penalties**

### **A. Remediation**

1. Typically, when violations of Section 6-1314 are cited, the Owner/Licensee will be given a Notice of Violation and will be given thirty days, but may be more or less depending on circumstances, within which to remediate any violation cited. If remediation is not completed within the time-frame given, City Staff may give additional time or may assess a more serious penalty, like probation or revocation or may file a criminal charge in Municipal Court.

### **B. Probation**

1. City Staff or the Building Code Board of Appeals may place a Rental License on probation.
2. The purpose of probation is to provide an Owner/Licensee a reasonable amount of time to remediate any condition or conditions that cause(s) a violation of Section 6-1314 of the City Code. Probation may be conditioned to include reasonable reporting requirements, a reasonable time period within which to

remediate violations, or other requirements necessary to bring the residential rental property into compliance with the City Code.

3. Any Owner/Licensee that fails to pay any inspection fee, re-inspection fee, or administrative fee shall have his, her, or its Rental License placed on probation with the condition that said fee be paid by a date certain.
4. Failure to successfully complete any condition of probation shall be cause for revocation or for criminal prosecution.

#### **C. Revocation**

1. City Staff or the Building Code Board of Appeals may revoke a Rental License.
2. Before revoking a Rental License, City Staff or the Building Code Board of Appeals shall take into account the severity of the alleged violation and all other relevant mitigating and aggravating circumstances, including but not limited to whether or not the Owner/Licensee has had other revocations or convictions under Section 6-1301 *et seq.* of the City Code.
3. A revocation of a Rental License shall be effective until the Dwelling Unit has been re-inspected and all violations have been remediated.

#### **D. Prosecution**

1. Any violation of Section 6-1301 *et seq.* of the City Code is a municipal offense and may be charged by the filing of a complaint in municipal court. Such prosecution may be in addition to or in lieu of administrative procedures, such as remediation, probation, or revocation.

### **Appeal**

#### **A. Generally**

1. Any Owner/Licensee or Tenant aggrieved by a Notice of Denial, Notice of Violation, any Penalty assessed, or the like, may appeal such decision of City Staff to the Building Code Board of Appeals.
2. Such appeal must be made by filing with the Planning and Development Services Department a written Notice of Appeal within fourteen days of the action being appealed. The Notice of Appeal shall be in writing and shall set forth in detail why the Owner/Licensee or Tenant believes the Notice was issued erroneously or why the proposed penalty is excessive.
3. The Building Code Board of Appeals shall hear such appeals and shall set a time and place for a public hearing and notice thereof shall be given to the Owner/Licensee or Tenant prosecuting the appeal.

- 4.** A decision of City Staff will not be overturned on appeal unless the aggrieved party establishes by a preponderance of the evidence that the decision was erroneous or the penalty assessed was excessive.