

**ORDINANCE NO. 1851**

**AN ORDINANCE AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," OF THE CODE OF ORDINANCES OF THE CITY OF EULESS, TEXAS, BY REPEALING ARTICLE X, "MINIMUM HOUSING STANDARDS," IN ITS ENTIRETY, AND BY REPLACING IT WITH A NEW ARTICLE X, "MINIMUM HOUSING STANDARDS," AS SET FORTH HEREIN; AMENDING CHAPTER 30 "FEES," SECTION 30-42, "MINIMUM HOUSING LICENSING AND RELATED FEES"; PROVIDING A PENALTY OF UP TO \$2,000 PER DAY FOR VIOLATIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, because the predecessors to these codes were adopted as a part of Chapter 14 of the Euless Code of Ordinances, it is also the desire of the City Council to revise the Euless Minimum Housing Code and other miscellaneous provisions contained therein; and

**WHEREAS**, it is the desire of the City Council to protect the public health, safety, and welfare of the citizens of the city by establishing minimum standards governing the use, occupancy, management, operation and maintenance of houses and apartments; and

**WHEREAS**, it is the desire of the City Council to establish minimum standards governing utilities, facilities, and other physical components and conditions essential to make dwellings, dwelling units, and apartment houses safe, sanitary, and fit for human use and habitation; fixing certain responsibilities and duties of owners, managers and occupants of dwellings, dwelling units, and apartment houses; authorizing and establishing procedures for the inspection of dwellings, dwelling units, and apartment houses; and the condemnation and vacation of those dwellings, dwelling units, and apartment houses unfit for human use, occupancy and habitation and fixing penalties for the violation of the provisions of this article.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EULESS, TEXAS:**

**SECTION I**

**THAT Chapter 14, "BUILDINGS AND BUILDING REGULATIONS," Article X, "MINIMUM HOUSING STANDARDS," of the Code of Ordinances of the City of Euless, Texas, as amended, be hereby amended in its entirety to hereafter be and read as follows:**

**DIVISION 1. GENERALLY**

**Sec. 14-181. Short title.**

This article shall be known as the "Eules Minimum Housing Code."

**Sec. 14-182. Legislative finding of fact.**

It is found and declared that there exists in the city structures used for human habitation which are, or may become in the future, substandard with respect to structure, equipment or maintenance, and further that such conditions, together with inadequate provision for light and air, insufficient protection against fire hazards, lack of proper heating, unsanitary conditions, and/or overcrowding, constitute a menace to the health, safety, welfare, and reasonable comfort and/or quality of life of its citizens. It is further found and declared that the existence of such conditions, factors or characteristics will, if not remedied, create slum and blighted areas requiring large-scale clearance; and further that, in the absence of corrective measures, such areas will experience a deterioration of values, a curtailment of investment and tax revenue, and an impairment of economic values. It is further found and declared that the establishment and maintenance of minimum structural and environmental standards are essential to the prevention of blight and decay and the safeguarding of public health, safety, and general welfare.

**Sec. 14-183. Purpose.**

The purpose of this article is to protect the public health, safety, and welfare of the citizens of the city by establishing minimum standards governing the construction, use, occupancy, management, operation and maintenance of houses and apartments; establishing minimum standards governing utilities, facilities, and other physical components and conditions essential to make dwellings, dwelling units, and apartment houses safe, sanitary, and fit for human use and habitation; fixing certain responsibilities and duties of owners, managers and occupants of dwellings, dwelling units, and apartment houses; authorizing and establishing procedures for the inspection of dwellings, dwelling units, and apartment houses; and the condemnation and vacation of those dwellings, dwelling units, and apartment houses unfit for human use, occupancy and habitation and fixing penalties for the violation of the provisions of this article. This article is declared to be remedial and essential to the public interest, safety, health and welfare, and it is intended that this article be liberally construed to effectuate the purposes as stated above. Further, it is declared that it is not the purpose of this article that it shall be used as an instrument for the harassment of any persons.

**Sec. 14-184. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Accessory building* means a subordinate building detached from the main building used for purposes incidental to the primary occupancy of the main building.

*Administrator* means the city manager or his designee.

*Apartment* means a room or suite of rooms arranged, designed or occupied as a residence by a single family, individual or group of individuals.

*Apartment building* means any structure containing three or more dwelling units.

*Apartment house* means any building, or portion thereof, which is designed, built, rented, leased, let or hired out to be occupied as three or more dwelling units or which is occupied as the home or residence of three or more families living independently of each other and maintaining separate cooking facilities.

*Bathroom* means an enclosed space containing one or more bathtubs, showers, or both, and which may also include toilets, lavatories or fixtures serving similar purposes.

*Bedroom* means 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.

*City* means the City of Eules.

*Current building code* means the most recent building code as amended in effect in the city on any date, now or in the future, on which the dwelling unit is or could be occupied.

*Duplex* means a single-family attached dwelling unit.

*Dwelling* means the structure occupied for residential purpose.

*Dwelling unit* means any room or group of rooms occupied, or which is intended or designed to be occupied, as the home or residence of one individual, group of individuals, family or household, for housekeeping purposes, and shall also include apartments.

*Efficiency unit* means the equivalent of a one-bedroom unit.

*Extermination* means the control and elimination of insects, rodents and vermin by eliminating their harborage places 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.

*Floor space* means the total area of all habitable space.

*Garbage* means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

*Grade* means the natural surface of the ground, or surface of the ground after completion of any change in contour.

*Gross floor area* means the total square foot area of all floors in a building measured to the

outside faces of all exterior walls or to the line of an omitted wall, whichever includes the largest area.

*Habitable room* means a room or enclosed floor space used or designed to be used for living, sleeping, cooking or eating purposes, not including bathrooms, laundries, pantries, foyers or communicating corridors, closets and storage spaces.

*Habitable space* means the space occupied by one or more persons while living, sleeping, eating, and cooking; excluding kitchenettes, bathrooms, toilet rooms, laundries, pantries, dressing rooms, closets, storage spaces, foyers, hallways, utility rooms, heater rooms, boiler rooms, and basement or cellar recreation rooms.

*Infestation* means the presence, within or contiguous to a dwelling unit or apartment, of insects, rodents, vermin, or other pests.

*Kitchen* means space used for cooking or preparation of food and deemed habitable space.

*Landlord* means the owner, property manager or resident manager of an apartment building, or any other person held out by any owner or property manager as the appropriate person with whom the tenant normally deals concerning the rental agreement or apartment building.

*License* means a multi-family dwelling complex license.

*Litter* means garbage, refuse, and rubbish, and all other waste material.

*Multi-family dwelling complex* means any building or group of buildings which provide three or more dwelling units on a single platted lot, or, if the land on which the building or buildings is located is unplatted, any building or group of buildings which provide four or more dwelling units on a contiguous tract of land under a common ownership. "Multiple-family dwelling complex" is also referred to as an apartment complex in this chapter.

*Multi-family dwelling complex license* means a license issued by the building inspector pursuant to this article and referred to as "license" in this article.

*Nuisances* - The following shall be defined as nuisances:

- (1) Any public nuisance known at common law or in equity jurisprudence.
- (2) Any attractive nuisance which may prove detrimental to the general public, whether in a building, on the premise of a building or upon an occupied or unoccupied lot. This includes any abandoned wells, shafts, basements or excavations; abandoned refrigerators and motor vehicles; or any structurally unsound fences or structures; or any lumber, trash, fences, debris or vegetation which may prove to be a hazard.
- (3) Whatever is dangerous to human life or is detrimental to health, as determined by the Code or Health Official or Officer.

*Occupant* means any person living or sleeping in, or having actual possession of a dwelling unit or apartment.

*Owner* means a person claiming, or in whom is vested, the ownership, dominion, or title of real property, including but not limited to:

- (1) The owner of a fee simple title;
- (2) The holder of a life estate;
- (3) The holder of a leasehold estate for an initial term of five years or more;
- (4) The buyer in a contract for deed; and
- (5) A mortgagee, receiver, executor, or trustee in control of real property, but not including the holder of a leasehold estate or tenancy for an initial term of less than five years.

*Person* includes an individual, corporation, business trust, estate, 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, water pipes, toilets, lavatories, sinks, laundry tubs, catch basins, wash basins, bathtubs, shower baths, 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, waste and sewer or gas pipes.

*Potable water* means water duly approved as satisfactory and safe for drinking by the state department of health.

*Premises* means a lot, plot or parcel of land, including any structures thereon.

*Primary Team Inspection* means the inspection performed annually that establishes the score from which the number of additional primary inspections to be performed during the subsequent twelve month period of time is established.

*Property manager* means a person who has managing control of real property.

*Refuse* means all putrescible and nonputrescible 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.

*Regular license and inspection fee.* Refer to Section 30-42 for fee schedule.

*Resident manager* means a property manager or agent of a property manager who resides in the apartment complex.

*Retail Electric Provider* means the company that sells and provides electricity, customer and billing services.

*Roominghouse* means a dwelling, other than eleemosynary or other nonprofit institution, consisting of at least one dwelling unit occupied by four or more persons not related by blood, marriage or adoption. This shall not be construed as meaning apartment houses. Refer to Section 84-85 (a-j) "Transient Dwelling".

*Rubbish* means nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrapping, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.

*Single location* means property held in common ownership that is compact and contiguous property separated only by public streets.

*Structure* means that which is built or constructed; 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.

*Tenant* means any person who occupies a dwelling unit for living or dwelling purposes with the landlord's consent.

**Secs. 14-185--14-190. Reserved.**

## **DIVISION 2. MULTI-FAMILY DWELLING LICENSE**

### **Sec. 14-191 Applicability and administration**

- (1) This article shall apply to all multi-family dwelling units and complexes located in the city.
- (2) The Administrator is authorized to administer and enforce provisions of this article.

### **Sec. 14-192. Annual registration requirements/change in ownership.**

- (1) The landlord of a multi-family dwelling complex shall register the complex with the Planning and Development Department within thirty (30) days after the Primary Team Inspection Report is issued to the landlord.
- (2) A registration shall be valid for twelve (12) months upon issuance.

- (3) If a change in ownership in excess of 50% of the complex occurs during the period that a registration is otherwise valid, the landlord of the complex shall have thirty (30) days from the date of the change of ownership to file a new registration with the Planning and Development Department. Refer to Section 30-42, "Minimum Housing Licensing and Related Fees," for amount required to re-issue the registration.
- (4) Registration re-issue applications received by the Planning and Development Department more than thirty (30) days after an ownership change shall be assessed a late fee at the time of registration re-issue. Refer to Section 30-42, "Minimum Housing Licensing and Related Fees," for the amount.
- (5) Late annual registrations or renewals shall be assessed a late fee at the time of registration re-issue. Refer to Section 30-42, "Minimum Housing Licensing and Related Fees," for the amount.
- (6) The landlord must be current with any and all fees and assessments owed to the City prior to the issuance or renewal of a registration certificate.
- (7) Continued maintenance and observance of the standards contained in this Article are conditions that shall be complied with in order to retain a license and to obtain any renewal of a license.
- (8) All City building, electrical, plumbing, heating, air conditioning, health, zoning, fire safety and other applicable ordinances not specifically identified in the main body of this Article shall be complied with at all times.
- (9) A certificate of occupancy becomes invalid if a valid registration is not maintained.
- (10) The registration shall be on a form prescribed by the Planning and Development Director and shall at a minimum contain the following information about the complex:
  - a. The trade name, physical address, business mailing address, e-mail address(es), and related website(s), telephone numbers, total number of units;
  - b. The names of designated employees or authorized representatives who shall be assigned to respond to emergency conditions and a telephone number where said employees can be contacted during any twenty-four (24) hour period. Emergency conditions shall include fire, natural disaster, flood, burst pipes, collapse hazard and violent or property crime;
  - c. The names, addresses, e-mail address(es), and related website(s), telephone numbers, of the property owner, property manager, resident manager, registered agent, all federal, state, and local funding agencies; and the type of business entity which owns the complex;

- d. The names, addresses, e-mail address(es), and related website(s), telephone numbers, of the Retail Electric Provider(s) in order to contact the appropriate person/entity for disconnect of public utility service;
  - e. The names, addresses, e-mail address(es), and related website(s), telephone numbers, of any mortgage lienholders;
  - f. The number of buildings, number of units per building broken down as to number of efficiencies, one-bedroom, two-bedroom, and three-bedroom; number of other buildings including the washateria, clubhouse, office, etc.; and,
  - g. Acknowledgment of receipt of copy of the "Eules Minimum Housing Code/Apartment Inspection Program Ordinance" and agreement to abide by the code as a condition to receiving and maintaining a license.
- (11) A landlord commits an offense and the license to operate may be revoked if the landlord:
- a. Operates a multi-family dwelling complex which is not currently registered and licensed with the Planning and Development Department;
  - b. Fails to pay fees as required by this article;
  - c. Maintains a property in violation of the "Eules Minimum Housing Code/Apartment Inspection Program Ordinance";
  - d. Fails to allow tenant requested inspections as outlined in Section 14-222; or
  - e. Commits any other violation of this ordinance.
- (12) It shall be unlawful for any person to own, operate, manage or maintain a multi-family complex in the City without a current license having been issued for each complex. Any person owning, operating, managing or maintaining a complex at more than one location shall obtain a license for each separate location.
- (13) An owner, or the owner's authorized agent, of a multi-family complex shall file with the administrator or his office the trade name of the apartment complex, and it shall be unlawful for any person to use or permit to be used more than one trade name at a single location.

**Sec. 14-193. License and Inspection fees.**

- (1) No license shall be issued until all prerequisites have been met.
- (2) At the time the landlord of a multi-family dwelling complex registers the complex with the Planning and Development Department, the landlord shall pay the prescribed fee(s) to offset the City's cost of administration, registration, and the number of

inspection(s) to be performed in the subsequent twelve (12) month period. The Annual Registration fee paid by the landlord will be based on the number of units contained in the complex. The primary inspection fee(s) paid by the landlord will be based on the score received by the complex during the Primary Team Inspection and the assigned tier designation. Refer to Section 30-42, "Minimum Housing Licensing and Related Fees," for the amount.

- (3) Should the license payment be made by check or other instrument which is not honored, the license for which the payment was made shall become null and void without additional action by City.
- (4) A washateria, clubhouse, workout facilities, etc., will be counted as a unit.

#### **Sec. 14-194. Revocation of License to Operate and Certificate of Occupancy**

- (1) Upon failure to comply with the terms of this Article after receipt of written notice of the violation(s) from the administrator setting out the violations and the time allowed to rectify the violation(s), the owner's certificate of occupancy may be withdrawn and the license authorized by this Article may be canceled for either any individual building in which a majority of the units are in violation or for only those units in violation at the discretion of the administrator. The administrator may notify all public utility companies, including the retail electric service provider, serving the complex that the certificate of occupancy has been withdrawn for those units in violation and request that all public utility services be discontinued for those units in violation.
- (2) The City reserves the right to revoke the owner's certificate of occupancy and the license authorized by this Article to operate the entire multi-family dwelling complex for any property which is assigned a Tier 3 designation in three (3) consecutive primary inspections as contained in Apartment Inspection Reports.
  - a. The City will notify the landlord in writing that such authority will be exercised and identify the specific date that the current license to operate will be invalid.
  - b. The landlord will be required after receipt of formal notification from the City to issue a formal written notice to all tenants stating that all units must be vacated at least sixty (60) days before the specific date on which the license to operate becomes invalid.

#### **Sec. 14-195 License display, replacement and transferability.**

- (1) Each license issued pursuant to this article shall be posted and displayed in the office in a conspicuous place to which tenants have access, if an on-site office is provided. If no office exists at the location, a copy of the license shall be given to each tenant upon request.
- (2) A replacement license may be issued for one lost, destroyed or mutilated upon application on the form provided by the administrator.

- (3) A license is not assignable or transferable.
- (4) The form of the license shall be prepared by the administrator.

**Sec.14-196. License standards for display of maximum density requirements/records maintained of tenants.**

- (1) Notwithstanding the provisions of all other City ordinances, the maximum number of persons per dwelling unit in a multiple-family dwelling complex is as follows:
  - a. No more than two (2) occupants per each bedroom are permitted to reside in a unit plus one (1) additional occupant. For example: in a one-bedroom or efficiency unit, the density shall not exceed three (3) occupants; in a two-bedroom unit, the density shall not exceed five (5) occupants; in a three-bedroom unit, the density shall not exceed seven (7) occupants.
  - b. To assist compliance with this requirement, all licensees shall display in a conspicuous place, contiguous to the displayed license, the following notice in accordance with Section 14-195, the form of which shall be furnished by the City:

CITY OF EULESS IMPOSES THE FOLLOWING  
MAXIMUM DENSITY REQUIREMENTS:

One-Bedroom or Efficiency Unit - No more than three (3) occupants per unit.

Two-Bedroom - No more than five (5) occupants per unit.

Three-Bedroom - No more than seven (7) occupants per unit.

Or, in the alternative, the licensee may display a similar notice, contiguous to the displayed license that states licensee's density requirements provided the requirements are as strict or stricter than the standards set by Section 14-196(1)a.

- (2) The licensee shall keep a current and up to date record that documents the number of tenants occupying each unit. The records shall be available for review by the administrator during regular working hours and upon receipt of reasonable notice.
- (3) It shall be unlawful and a violation of this article for an owner, property manager, resident manager, or other responsible party to knowingly permit or allow a violation of any of the terms of this section. It shall be unlawful for a tenant to violate any of the terms of this section or to permit or allow any persons to reside in the unit in violation of this section.

- (4) Density requirements of Section 14-196(1)a shall not be applicable to tenants residing in a dwelling unit on the effective date of this Article nor during the time these same tenants continue to reside in the same dwelling unit.
- (5) An owner shall not be prohibited from establishing a more restrictive density for each dwelling unit within an apartment complex, provided the density is based upon persons per each established bedroom. The established density shall be posted contiguous to the displayed license and shall be on a form provided by the administrator.

### **DIVISION 3: MINIMUM STANDARDS/RESPONSIBILTIES – Owner and Occupant**

#### **Sec. 14- 197. Compliance with article provisions.**

The owner of each apartment, apartment house, multi-family dwelling complex, rental dwelling and dwelling unit within the City which shall be used for the purpose of human habitation or residence shall comply with the provisions of this Article.

#### **Sec. 14-198. Minimum floor area generally.**

Each dwelling unit shall contain at least one-hundred fifty (150) square feet of habitable floor space for the first occupant and at least one-hundred (100) square feet of additional habitable floor space for each additional occupant.

#### **Sec. 14-199. Minimum floor area for sleeping purposes.**

In each dwelling unit of two or more rooms, each room occupied for sleeping purposes shall contain at least seventy (70) square feet of floor space for one occupant and shall contain an additional fifty (50) square feet of floor space for each additional occupant of the sleeping room.

#### **Sec. 14-200. Maximum density.**

Maximum density for each dwelling unit (occupant load) shall be as follows:

- (1) One bedroom or efficiency unit, no more than three (3) occupants per unit.
- (2) Two bedrooms, no more than five (5) occupants per unit.
- (3) Three bedrooms, no more than seven (7) occupants per unit.

#### **Sec. 14-201. Ceiling height.**

At least one-half ( $\frac{1}{2}$ ) of the floor area of every habitable room of a dwelling unit shall have a ceiling height of at least seven feet (7'); and the floor area of that part of any room where the ceiling height is less than five feet (5') shall not be considered as part of the floor area

in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy thereof.

**Sec. 14-202. Minimum responsibilities of owner.**

The owner, lessor or property manager of a complex shall be primarily responsible for the maintenance, structural soundness and operative condition of the entire complex properties and all installed systems, including but not limited to plumbing, electrical, heating, air conditioning systems and parking areas thereof, and shall be responsible for the following:

- (1) Structure.
- (2) Water and sewer systems.
- (3) Provide in all dwelling units a kitchen sink and a lavatory basin. Such kitchen sink and lavatory shall be connected to the municipal water and sewer systems.
- (4) Provide in all dwelling units a flush water toilet and a bathtub or shower connected to the municipal water and sewer systems.
- (5) Every kitchen sink, lavatory basin and bathtub or shower in each dwelling unit required by the provisions of this Article shall be connected and functioning with both hot and cold water lines. The owner shall provide and maintain connected and functioning water-heating equipment and facilities for every dwelling unit which shall be connected with water lines with a design capability of heating water to a temperature of one hundred twenty (120) degrees Fahrenheit as to permit an adequate supply of hot water to be drawn at every required kitchen sink, lavatory basin, and bathtub or shower at a temperature of not less than one hundred ten (110) degrees Fahrenheit. Such water-heating facilities shall be capable of meeting the requirements of this section regardless of whether or not the heating facilities of the apartment, apartment house, dwelling or dwelling unit are in operation.
- (6) Air conditioning shall function to at least fifteen (15) degrees differential between the inside and outside temperature. If the owner pays the electrical bill, the owner shall provide the required electricity.
- (7) Every dwelling unit or apartment with heating facilities shall be provided with a design capability of safely and adequately heating all habitable rooms to a temperature of at least sixty-eight (68) degrees Fahrenheit at a distance of three feet (3') above floor level, and the facilities shall be operable when necessary to maintain the temperature, but gas jets installed prior to 1978 may be provided in lieu of other heating facilities. Where the owner or property manager pays the fuel bills or utilities for the heating equipment, the owner or property manager shall be responsible to provide heat to each dwelling unit. Portable heating equipment, including but not limited to, kerosene heaters, portable propane heaters or portable electric heaters may not be used to meet the requirements of this section other than for temporary emergency uses not to exceed fifteen (15) days when the devices are used in accordance with the manufacturer's instructions.

- (8) Ensure that every bedroom in a dwelling unit shall have at least one (1) window or opening facing directly to the outdoors capable of being opened to the maximum size allowed by the design of the window fixture.
- (9) Repair all cracked or broken out (partial or complete) windows.
- (10) All windows must meet the requirements of the current building code, except those which conformed with all applicable laws at the time of their construction and which have been adequately maintained.
- (11) Every opening in any dwelling unit which is used for ventilation purposes from a dwelling unit directly to or from outdoor space shall be equipped with insect-proof screening, which shall be provided by the owner and shall be installed and maintained in a manner affording complete protection against entry into the dwelling unit of flies, mosquitoes and other insects. However, it shall be the responsibility of the occupant to replace windows or screens broken by the occupant.
- (12) Repair or replace all window screens on openable window(s).
- (13) Paint, waterproof and repair to prevent deterioration due to the elements, which shall include but not be limited to: loose siding, siding with holes, excessive cracks or rotted boards which permit air or water to penetrate rooms or the void spaces in walls or other structural components, loose roof covering, holes or leaks in roof which cause damage to the structure or rooms, rotting, and sagging or deteriorating supports for steps, stairs and porches.
- (14) Exterminate insects, rodents or other pests in all occupied and unoccupied units of duplex, triplex or other multiple-family dwellings, a minimum of once a year by a state-licensed exterminator, and single-family dwellings as needed by the owner or by a state licensed exterminator.  
  
If the occupant fails to maintain the dwelling unit free from rodents, insects and vermin, such shall be the ultimate responsibility of owner.
- (15) Provide central garbage and refuse disposal where there are more than four (4) dwelling units on the premises
- (16) Provide and maintain railings for stairs, steps, balconies, porches, and elsewhere as specified in the building code in force at the time of construction. Replacement of any required railings shall be in compliance with the current edition of the building code. Buildings in existence at the time of adoption of this Article may have their existing use continued if such use was legal at the time of the adoption of this Article, provided such continued use is not dangerous to life.
- (17) Repair holes, cracks, and other defects in stairs, porches, steps and balconies reasonably capable of causing injury to a person.

- (18) Maintain floors, walls, ceilings and all supporting structural members in a sound condition, capable of bearing imposed loads safely, in conformity with the current building code.
- (19) Repair or replace chimney flue and vent attachments that do not function properly.
- (20) Repair holes, breaks, substantial cracks, and loose surface materials that are health or safety hazards in or on floors, walls, ceilings or entry ways, breezeways, sidewalks and similar areas used for foot traffic.
- (21) Provide and maintain a moisture-resistant finish or material for the flooring or sub-flooring of each bathroom, shower room, and toilet room.
- (22) Provide screened cross-ventilation openings of not less than one and one half (1½) square feet for each twenty-five (25) lineal feet of wall in each basement, cellar, and crawl space.
- (23) Eliminate a hole, excavation, sharp protrusion, and other object or condition that exists on the land and is reasonably capable of causing injury to a person.
- (24) Securely cover or close a well, cesspool, or cistern.
- (25) Provide drainage to prevent standing and stagnant water on the premises. Ponding of water shall not exceed a twenty-four (24) hour period under normal rainfall periods.
- (26) Remove dead trees and tree limbs that are reasonably capable of causing injury to a person.
- (27) Connect plumbing fixtures and heating equipment that the owner supplies in accordance with the applicable codes.
- (28) Provide and maintain in operating condition supply lines for electrical service to each dwelling unit intended for human occupancy.
- (29) Provide and maintain in operating condition electrical circuits and outlets in compliance with the electrical code adopted by the City.
- (30) Connect to a chimney or flue each heating and cooking device that burns solid fuel or burns a fuel that must be vented to the outside.
- (31) Maintain the interior of a vacant structure or vacant portion of a structure free from rubbish, garbage, storage and stored items. Secure all vacant or unoccupied dwelling units from unauthorized entry and vandalism.
- (32) Install and maintain the parking lot, fire lane and required paved areas, including legible parking stripes and fire lanes, in accordance with City ordinances.

- (33) Maintain all required fire detection and extinguishing appliances including but not limited to: smoke detectors, fire alarm systems, fire hydrants and portable fire extinguishers. All dwelling units must be equipped with operable smoke detectors of an approved type. For purposes of this section, the fire marshal and/or building official will have final determination on what items are required based upon the codes in effect at the time the building was built and subsequent applicable changes.
- (34) Maintain all swimming pools in a sanitary condition and remove all water and debris from a swimming pool not so maintained or in accordance with other City ordinances.
- (35) Provide and maintain all gas service lines to each dwelling unit that is heated by natural gas or has water heating devices or cook stove fueled by natural gas. If the owner pays the gas bill, the owner shall provide necessary gas service.
- (36) Remove inoperable, unsightly, junked, unregistered and or abandoned vehicle(s) from the property.
- (37) Install and maintain premises identification numbers which shall be eight inches (8") high with a width of one inch (1") minimum for main buildings and four inches (4") high with a width of one-half inch (.5") minimum and for all unit doors a minimum of two inches (2") high.
- (38) Provide, in all dwelling units, safe and unobstructed means of egress leading to safe and open space at ground level. When an unsafe condition exists through lack of or improper location of exits, additional exits may be required to be installed. The use of burglar bars or other security devices that prevent an immediate exit from the interior of the dwelling unit is prohibited.

**Sec. 14-203. Emergency telephone number.**

The owner or manager of a multiple-family dwelling complex shall provide to each tenant an emergency telephone number or other means of communications which shall be answered twenty four (24) hours each day in order that the tenant may report needed repairs or emergencies or seek information or answers relative to landlord-tenant matters which cannot wait until regular business hours.

**Sec. 14-204. Minimum responsibilities of lease holder.**

A lease holder of a complex shall be responsible for the following:

- (1) Shall maintain those portions of the interior of a dwelling unit structure under his control free from rubbish, garbage, and other conditions that would encourage infestation of insects, rodents, and vermin, and unsanitary conditions;
- (2) Shall keep occupied area and all plumbing equipment and facilities provided in a clean, sanitary condition at all times;

- (3) Shall connect plumbing fixtures and heating equipment that the occupant supplies in accordance with the applicable City codes;
- (4) Shall not alter a dwelling unit or its facilities so as to create a nonconformity with Sections 14-191 through 14-204 of this Article;
- (5) Must adhere to reasonable occupancy standards;
- (6) Must adhere to all applicable garbage and trash disposal standards; and,
- (7) Shall not tamper with any required fire protection apparatus.

**Secs. 14-205--14-220. Reserved.**

#### **DIVISION 4: INSPECTIONS**

**Sec. 14-221. Inspections, Primary team Inspections, and Re-inspections - Authorized.**

- (1) The administrator is hereby authorized to make primary inspections and re-inspections to determine the condition of the complex and premises located within the City in order that City officials may perform their duties of safeguarding the safety, health and welfare of the occupants and of the general public. Inspections MAY (versus shall) include the presence of the owner's representative.
- (2) The owner, resident manager and/or property manager, as a condition to the issuance of the license required by this Article, shall consent and agree to permit and allow the administrator to make the following inspections when and as needed to ensure compliance with this Article.
  - a. The administrator has right and access to inspect all portions of the premises and structures located on the premises.
  - b. The administrator has right and access to inspect all unoccupied units upon giving reasonable notice to the owner, resident or property manager.
- (3) The administrator may enforce the provisions of this article upon presentation of proper identification to the occupant in charge of any unit, and may enter, with the occupant's permission, any unit between the hours of 8:00 a.m. and 5:00 p.m.; provided, however, that in cases of emergency where extreme hazards are known to exist which may involve imminent injury to persons, loss of life or severe property damage, the administrator may enter the aforementioned dwellings at any time, and the requirement for presentation of identification and the occupant's permission shall not apply. Whenever the administrator is denied admission to inspect any premises under this provision, inspection shall be made only under authority of a warrant issued by a magistrate authorizing the inspection. In applying for such a warrant, the

administrator shall submit to the magistrate an affidavit setting forth their belief that a violation of this Article exists with respect to the place sought to be inspected and the reasons for such belief. Such affidavit shall designate the location of such place and the name of the person believed to be the occupant thereof, if known. If the magistrate finds that probable cause exists for an inspection of the premises in question, a warrant may be issued authorizing the inspection, such warrant describing the premises with sufficient certainty to identify the premises. Any warrants issued will constitute authority for the administrator to enter upon and inspect the premises described therein.

- (4) A fee shall be charged for a second re-inspection due to a noted violation at a previous inspection. Refer to Section 30-42, "Minimum Housing Licensing and Related Fees," for the amount.

**Sec. 14-222. Interior inspections requested by lease holder and agreed to by landlord associated with Primary Team Inspection**

- (1) The landlord or their designee of a multi-family dwelling complex shall provide written notification to all lease holders, between seven (7) and fourteen (14) days prior to the scheduled Primary Team Inspection, informing the lease holders of the date of the inspection and including city contact information for the lease holders to request that the city complete an interior inspection of their unit.
- (2) The landlord shall sign each inspection report and shall require the lease holder to sign the report for the tenant's dwelling unit. If the lease holder disagrees with any notation made by the landlord on the report, the landlord shall permit the lease holder to make written comments on the report prior to signing it. The landlord shall provide the lease holder with a copy of the report after it is signed by the lease holder and the landlord.

**Sec. 14-223. Inspection report requirements**

- (1) A landlord shall maintain reports of the inspections conducted pursuant to the subsection above for all applicable dwelling units within the multi-family dwelling complex.
- (2) The report shall be in written form as prescribed by the Planning and Development Director.
  - a. The report shall include places for marking whether the dwelling unit complies with the standards set by this section and shall include the number persons occupying the dwelling unit excluding overnight guests.
  - b. The inspection reports shall be maintained by the landlord for a minimum of three (3) years.

**Sec. 14-224. Right of entry of owner.**

Every occupant of a dwelling unit shall give the owner thereof, his agent or employee access to any part of such dwelling unit, or its premises, at all reasonable times, for the purpose of making repairs or alteration or for such other purposes as are necessary to effect compliance with the provisions of this article.

**Secs. 14-225--14-240. Reserved.**

#### **DIVISION 5: REPAIR, VACATION, DEMOLITION OF DWELLING OR APARTMENTS**

**Sec. 14-241. Conditions or defects constituting an uninhabitable and dangerous dwelling unit.**

For conditions or defects constituting an uninhabitable and dangerous dwelling unit, refer to the current uniform code for abatement of dangerous buildings.

**Sec. 14-242. Elimination of uninhabitable and dangerous dwellings.**

For elimination of uninhabitable and dangerous dwellings, refer to the current uniform code for abatement of dangerous buildings.

**Secs. 14-243--14-250. Reserved.**

#### **DIVISION 6. DANGEROUS DWELLING UNIT PROCEDURE FOR ELIMINATION**

**Sec. 14-251. Notice.**

Refer to the current uniform code for abatement of dangerous buildings.

**Sec. 14-252. Violation for failure to obey posted notice.**

A person commits an offense if:

- (1) Without authority from the City, the person removes or destroys a placard placed by the City.
- (2) The person occupies a vacant dwelling unit on which a placard has been placed.
- (3) The person is the owner or property manager of a dwelling unit and authorizes another to occupy a vacant dwelling unit on which the City has placed a placard.

**Sec. 14-253. Procedure for demolition.**

For the procedure for demolition of a dangerous dwelling unit, refer to the current uniform code for abatement of dangerous buildings.

**Sec. 14-254. Emergency action by the city.**

- (1) Where an abandoned dwelling unit or units, apartment complex or multiple-family dwelling complex exists, or an unsanitary swimming pool or fountain exists, and the administrator determines the buildings or pool or fountain pose an immediate danger to the life or safety of any person, the building official may give notice to the owner or property manager that the abandoned dwelling unit or units, apartment complex or multiple-family dwelling complex must be fenced according to Section 14-254(2) or that the unsanitary swimming pool or fountain must be drained, and if the remedial actions are not accomplished within ten (10) days after delivery of notice, the building official may have a fence erected to enclose the property or have the pool emptied, and any expenses incurred by the City in doing or having the work done shall be assessed against the real estate upon which such expense is incurred. On filing with the county clerk of a statement by the administrator of such expenses, the City shall have a lien on such real estate to secure the expenditure so made and ten percent (10%) interest per annum on the amount from the date of such expense. For any such expenditures, and interest, as aforesaid, suit may be instituted and foreclosure had in the name of the City; and the statement so made, as aforesaid, or a certified copy thereof, shall be prima facie proof of the amount expended in any such work or improvements.
- (2) The specifications for the fence shall be six feet (6') in height with three (3) strands of barbed wire above the six foot (6') fence on vertical arms or arms directed inward, notwithstanding any other ordinance. Appropriate placards shall be posted in conspicuous locations throughout the area.

**Sec. 14-255. Mobile/Manufactured homes; affirmative defense.**

It is the intent and purpose of this Article to apply its provisions to all dwelling units, including those within mobile/manufactured home parks, to the greatest extent possible without encroaching upon clearly preemptive federal and state statutes. Accordingly, it shall be an affirmative defense to prosecution under a provision of this article if the dwelling unit alleged to be in violation is within a mobile/manufactured home park and if the provision is any standard regarding construction or safety applicable to the same aspect of performance as a preemptive federal or state regulation, and the dwelling unit is in compliance with the preemptive state or federal regulation.

**Secs. 14-256--14-260. Reserved.**

**DIVISION 7 – APPEALS TO THE CITY**

**Sec. 14-261. Appeals to the city – general**

- (1) The owner, resident manager or property manager of such property may appeal any decision or order of the administrator to the board of adjustment or its designated representative of the City by filing at the Planning and Development Department, within five (5) working days (Monday through Friday) of such decision or order, a written appeal to the board of adjustment on a form to be supplied by the Planning and Development Department.
- (2) As soon as practicable after receiving the written appeal, the board of adjustment shall fix a date, time and place for the hearing of the appeal. Written notice of such date, time and place of the hearing shall be given to each appellant by the board of adjustment, or its agent, either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at his address shown on the written appeal, or if none, to the address shown on the appellant's last issued license.
- (3) Failure of any person to file an appeal in accordance with the provisions of this Code shall constitute a waiver of his right of a hearing by the board of adjustment or the administrator.

**Sec. 14-262. Appeals to the city – Apartment Inspections, Primary Team Inspection Report or Decision to revoke License to Operate and Certificate of Occupancy**

- (1) A procedure is established in this Section that allows the applicants and property owners within the corporate limits of the City an opportunity to appeal scores or findings contained in the Apartment Inspection Report or a decision to revoke the license to operate the complex.
- (2) The landlord will be provided an Apartment Inspection Report by the City within ten (10) business days after completion of a Primary Team Inspection. In the event of appeal of the score or other findings contained in the Apartment Inspection Report, the landlord shall file with the Director of Planning and Development a formal notice of appeal no later than fourteen (14) business days following the date the Apartment Inspection Report was issued to the landlord. Notices of appeal filed after that date shall be considered untimely and the Apartment Inspection Report shall be considered a final determination.
- (3) Burden of Proof. The applicant shall have the burden of proving to the City Manager or his designee or to the board of adjustment that the property conditions existing at the time any type of inspection was performed did not warrant the action taken by the city.
- (4) Appeal of a decision to revoke the license to operate complex shall follow the process identified in the Unified Development Code Sec. 84-27 (10).

**Secs. 14-263--14-274. Reserved.**

**DIVISION 8: UTILITIES TO MASTER METERED APARTMENT HOUSES**

**Sec. 14-275. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Essential utility service* means gas, electric, water and sanitary sewer.

*Master metered apartment house* means an apartment house where the occupants are provided one or more utility services for which they do not pay the utility company directly.

*Utility company* means the entity providing gas, electric service, water or sanitary sewer to a master metered apartment house.

*Utility interruption* means the termination of utility service to a master metered apartment house by a utility company for nonpayment of billed service or non compliance with an applicable code.

**Sec. 14-276. Records of ownership and management maintained by utility companies.**

- (1) Before providing utility service to a new account at a master metered apartment house, a utility company shall obtain:
  - a. The name and address of the owner or owners of the building;
  - b. The name and address of the party responsible for paying the utility bills; and
  - c. The name and address of any lien holders or mortgagees, if any.
- (2) The utility company shall maintain a record of the information obtained under Section 14-276(1) and shall make the information available to the administrator.
- (3) The applicant for utility service shall provide the information required in Section 14-276(1) to the utility company.

**Sec. 14-277. Notice to tenants.**

- (1) The owner or property manager of a master metered apartment house shall maintain a notice in accordance with Section 14-277(2) containing the name, address and telephone number of the person with authority and responsibility for making payment to the utility companies for utility bills. The owner or property manager shall correct the notice within ten (10) days of any change in the information given in the notice.
- (2) The notice must be made available upon written request from any tenant.

- (3) For the purpose of this section, the notice may be placed on the inside of a glass door or window in the manager's office or a tenant's apartment as long as all requirements of Section 14-277(1) are met.
- (4) A person commits an offense if he knowingly removes or mutilates a posted notice required under Section 14-277(1).
- (5) It is a defense to prosecution under Section 14-277(4) if the person was authorized by the owner or property manager to replace the notice in order to correct the information.

**Sec. 14-278. Notice of utility interruption.**

- (1) A utility company shall make a reasonable effort, including but not limited to messenger delivery, to provide notice of a pending utility interruption to tenants of a master metered apartment house.
- (2) A person commits an offense if he knowingly:
  - a. Interferes with an employee of a utility company posting notices of a utility interruption at dwelling units of a master metered apartment house; or
  - b. Removes a notice of utility interruption posted at a dwelling unit of a master metered apartment house.
- (3) It is a defense to prosecution under Section 14-279(2)b that the person is the resident of the dwelling unit from which notice was removed.
- (4) A utility company providing gas, electricity, water or sanitary sewer shall send to the administrator a copy of each termination of service letter or notice sent to the owner, manager or property manager of a master metered apartment house prior to disconnecting service.

**Sec. 14-279. Nonpayment of utility bills; essential utility service.**

- (1) The party responsible for paying utility bills of a master metered apartment house commits an offense if there is failure to pay a utility bill and the nonpayment results in the interruption to any dwelling unit of a utility service essential to the habitability of the unit and to the health of the occupants. Essential utility services are gas, electric, water and sanitary sewer.
- (2) The party responsible for paying utility bills of a master metered apartment house who violates Section 14-279(1) is guilty of a separate offense for each dwelling unit to which utility service is interrupted.

- (3) It is a defense to prosecution under this Section that the tenant occupying a dwelling unit to which utility service is interrupted is an arrears in rent to the owner or property manager or master metered apartment house.

**Sec. 14-280. Notice of violation.**

- (1) When the administrator determines that there is a violation of this Article, he shall give notice of the violation to the owner or the person responsible for paying utility bills. The notice must be in writing, specifying the alleged violations and providing a length of time for compliance. Notices shall be effective as follows:
  - a. Notice to the owner of a multiple-family dwelling complex shall be effective upon placing the notice in the U.S. Mail, postage paid and addressed to the name and address shown on the multiple-family dwelling complex application for the current multiple-family dwelling complex license, or by hand delivery.
  - b. Notice to the owner of a dwelling unit or units which do not constitute a multiple-family dwelling complex shall be effective upon placing the notice in the U.S. Mail, postage paid, to the owner's address shown on the latest Tarrant Appraisal District tax roll, or by hand delivery to the owner.
- (2) If the owner of the property resides outside the county, the administrator may give notice to the property manager. Upon receipt of a notice of violation, the property manager shall notify the owner of the specifics of the notice of violation and shall make every reasonable effort to have the owner correct the violation.
- (3) The administrator has the authority to enforce provisions of this article.

**Sec. 14-281. Penalty.**

Any person violating the terms and provisions of this article shall be deemed guilty of a misdemeanor and shall be punished as provided in Section 1-12 of this Code. Each day that such violation continues shall be a separate offense. This penalty shall be cumulative of all other remedies. Any such violation shall be deemed a violation of a provision governing public health and sanitation under said Section 1-12 of this Code.

**Secs. 14-288--14-300. Reserved.**

**SECTION II**

**THAT Chapter 30, "FEES," Section 30 – 42, "Minimum Housing Licensing And Related Fees," of the Code of Ordinances of the City of Euless, Texas, as amended, be hereby amended to hereafter be and read as follows:**

**Sec. 30-42. Minimum housing licensing and related fees.**

- (a) *Annual registration fee.* \$10.00 per dwelling unit, with a maximum of \$1,200.00,  
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payable at time of annual registration.

- (b) Annual registration or renewals shall be assessed an additional fee increase of:
- 10% of registration fee if within 1 month of due date;
  - 30% of registration fee if within 2 months of due date; and,
  - 50% of registration fee if thereafter.
- (c) *Primary Team Inspections fee.* Applicable to Tier 2 and Tier 3 properties, a fee of ten dollars (\$10.00) per dwelling unit per number of Primary Team Inspection(s) performed in twelve (12) month period of time, calculated at time of annual registration, payable monthly.
- (d) *Re-inspection fees.* A fee of \$100.00 shall be charged by the Planning and Development Department for a second re-inspection due to a noted violation at a previous inspection.
- (e) *New Registration fee.* If a change in ownership of the complex occurs during the period that a registration is otherwise valid, the landlord of the complex shall have thirty (30) days from the date of the change of ownership to file a new registration with the Planning and Development Department and shall pay a \$25.00 fee to re-issue the registration.
- (f) *New Registration late fee.* Registration re-issues received by the Planning and Development Department more than thirty (30) days after ownership change shall be assessed a late fee of \$75.00 at the time of registration re-issue.

### SECTION III

**SEVERABILITY CLAUSE.** That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph or section.

### SECTION IV

**SAVING CLAUSE.** That the Code of Ordinances, City of Euless, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

**SECTION V**

**EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after its passage and publication as provided by the Euless City Charter and the laws of the State of Texas.

**PRESENTED AND GIVEN FIRST READING AND FINAL READING** at a regular meeting of the Euless City Council on the 23<sup>rd</sup> day of June, 2009, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays and \_\_\_\_\_ abstentions.

**APPROVED:**

\_\_\_\_\_  
Mary Lib Saleh, Mayor

**ATTEST:**

\_\_\_\_\_  
Susan Crim, TRMC, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bob McFarland, City Attorney