

ORDINANCE NO. 2022-03

Town of Rising Sun

Cecil County, Maryland

AN ORDINANCE OF THE TOWN OF RISING SUN, ("TOWN") CECIL COUNTY, MARYLAND, AMENDING THE GENERAL LAWS OF THE TOWN OF RISING SUN BY AMENDING AND ADDING LANGUAGE TO THE TOWN'S PROPERTY MAINTENANCE, MINIMUM HOUSING AND QUALITY OF LIFE CODE, EDITION 2016-01, BY DELETING, AMENDING AND ADDING ADDITIONAL LANGUAGE TO CHAPTER 2 TITLED DEFINITIONS AND ADDING A NEW CHAPTER 9 TO BE TITLED RENTAL REGISTRATION AND INSPECTION PROGRAM; AND DELETING AND REPEALING CERTAIN ARTICLES AND PROVISIONS IN CONFLICT THEREWITH, AND TO REPEAL ANY AND ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, the Code of Ordinances of the Town, contains Chapter 5, titled Building and Housing Regulations, which contains Article 2 titled Property Maintenance, Minimum Housing and Quality of Life Code, which establishes minimum requirements and standards that shall apply to all existing residential and nonresidential structures, and all existing premises, and shall constitute minimum requirements and standards for premises, structures, equipment, and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises; and to preserve the peace, harmony and tranquility of the community, and

WHEREAS, the Town has experienced a significant increase in substandard conditions, specifically in the areas of residential rental properties ranging from defective wiring, water damage, rotted wood, mold infestation, hoarding, vermin and other deficiencies not being addressed by property owners and in some cases causing health related issues with some tenants; and

WHEREAS, our police and emergency responders are reporting numerous instances where the conditions found in rental occupancies is substandard, unsafe and unsanitary; and

WHEREAS, these conditions when not properly monitored have a significant impact on the quality of life of all residents, jeopardize the safety of first responders and negatively impact property values in the community; and

WHEREAS, the goal of the Town of Rising Sun Rental Registration and Inspection program is to preserve and improve rental properties in the Town and will provide for an organized inspection program to address minimum standards of new and aging rental units, upgrade rental units to meet required health, safety, fire, and zoning codes, and provides a more efficient system for compelling both absentee and local landlords to correct violations and maintain rental units within the Town; and

WHEREAS, many property owners and landlords are responsible in maintaining their rental properties in great condition, however many rental units do not provide a safe and healthy living environment for their renters and as such the Town is forced to be reactionary in addressing these issues, often spending large amounts of staff resources after the tenants have been forced to leave the unhealthy conditions; and

WHEREAS, many tenants have expressed their frustration in not being able to get their landlords to do even the simplest property upkeep or maintenance and to take the steps to ensure safe and decent properties under their care and control; and

WHEREAS, and equally important, property owners are responsible for the tenants that reside in their properties and that disruptive behavior by some tenants should not be tolerated and that tenants should know their rights and responsibilities for maintaining their property and home in which they live and in keeping their neighborhood a safe and attractive place; and

WHEREAS, the residents of Rising Sun, both renters and non-renters a like, have routinely spoken about the negative impacts that these properties are having on their neighborhoods and have requested the Mayor and Commissioners to take action; and

WHEREAS, the Mayor and Commissioners recognize the need for safe, decent, well maintained residential properties within the Town; and that all rental properties should meet minimum standards for the health, safety and welfare of all Town residents and that the most efficient system for achieving these objectives is to provide for the creation of a program requiring the registration of all rental units within the Town so that orderly inspection schedules can be made by the Code Department; and that responsible person are readily available to respond and take appropriate action when necessary to prevent or remedy the occurrence of nuisances; and

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the authority of the Mayor and Commissioners of the Town of Rising Sun, Cecil County, Maryland, that Chapter 5 of the Codified Ordinance of the Town of Rising Sun, titled BUILDING AND HOUSING REGULATIONS shall be modified as follows:

SECTION 1

Chapter 5 of the Codified Ordinances of the Town of Rising Sun, titled Building and Housing Regulations, contains Article 2 titled Property Maintenance, Minimum Housing and Quality of Life Code. This article contains Section 5-201 titled Adoption of a Property Maintenance, Minimum Housing and Quality of Life Codes, which has a lengthy paragraph in which the first sentence states:

“The Commissioners of Rising Sun hereby adopt the terms and provision as set out in a document, of which one (1) copy is on file in the offices of the Town Hall, being marked and designated as The Town of Rising Sun Property Maintenance, Minimum Housing and Quality of Life Code, edition 2016-1; to include all future amendments and editions as adopted by the Board of Commissioners.”

Amendment 1

This sentence references a separate stand-alone document to be designated as *The Town of Rising Sun's Property Maintenance, Minimum Housing and Quality of Life Code*, which contains Chapter 2 titled *Definitions*, which will be modified to amend certain definitions and add new definitions needed for the enforcement of the Rental Inspection Program, with such changes highlighted in the attached strikethrough of existing text and double underline of new text for the proposed definitions.

Amendment 2

Chapter 9, which was left blank in this stand-alone document, will be amended to incorporate the attached Chapter 9 titled *Rental Registration and Inspection Program*.

Amendment 3

This sentence shall be modified by changing the reference to "*Edition 2016-01*" to now read "*Edition 2022-03*"

SECTION 2

The table of contents will be automatically updated to accommodate the changes in page numbers affected by these changes

SECTION 3.

All ordinances or parts thereof inconsistent herewith are repealed, rescinded, canceled, and annulled.

SECTION 4.

Should any provision, section, paragraph, or subparagraph of this Ordinance, including any code or text adopted hereby, be declared null and void, illegal, unconstitutional, or otherwise determined to be unenforceable for a court having jurisdiction, the same shall not affect the validity, legality, or enforceability of any other provision, section, paragraph, or subparagraph hereof, including any code text adopted hereby. The Town of Rising Sun 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 null and void, illegal, unconstitutional, or otherwise determined to be unenforceable. Each such provision, section, paragraph, or subparagraph is expressly declared to be and is deemed severable.

SECTION 5.

That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 8 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 6.

If passed and adopted, the Rising Sun Town Clerk is hereby ordered and directed to cause this ordinance to be published in a newspaper in general circulation.

SECTION 7.

BE IT FURTHER ENACTED that this Ordinance shall become effective twenty (20) days after its adoption.

SECTION 8.

NOW THEREFORE BE IT RESOLVED that this ordinance was introduced on this 23rd Day of August 2022.

SECTION 9.

NOW THEREFORE BE IT FURTHER RESOLVED that the Mayor and Commissioners of the Town of Rising Sun passed, approved, and adopted this ordinance on this 13th day of September 2022.

AYES:

NAYES:

ABSTAIN:

THE MAYOR AND COMMISSIONERS OF
THE TOWN OF RISING SUN

BY: _____
Travis Marion, Mayor

ATTEST:

Judy C Melton
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
THIS 22nd DAY OF AUGUST 2022

BY:  _____
Jack A. Gullo, Jr., - Town Attorney

STATE OF MARYLAND)
COUNTY OF CECIL)
TOWN OF RISING SUN)

SS:

CERTIFICATE

I, Judy C Melton, Town Clerk for the Town of Rising Sun, Maryland, do hereby certify that the above and foregoing Ordinance is a true, perfect and complete copy of the Resolution adopted by the Mayor and Commissioners of the Town of Rising Sun, Maryland, and is identical to the original thereof appearing in the official records of the Town of Rising Sun, Maryland and the same has not, since its adoption, been rescinded or amended in any respect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and have affixed the seal of the Town of Rising Sun as of this 14th day of September 2022.

Judy C Melton
Town Clerk

CHAPTER 2 DEFINITIONS

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code*, *International Residential Code*, *International Electrical Code*, *International Energy Conservation Code*, *International Existing Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Performance Code for Buildings and Facilities*, *International Plumbing Code*, *International Urban-Wildland Interface Code*, *NFPA 1 Fire Code*, *NFPA 101 Life Safety Code* and *NFPA 70 Electrical Code*, such terms shall have the meanings ascribed to them as in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts. Whenever the words “dwelling unit,” “dwelling,” “premises,” “building,” “rooming house,” “rooming unit” “housekeeping unit” or “story” are stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

SECTION 202 GENERAL DEFINITIONS

ACCESSORY BUILDING. An incidental subordinate building customarily incidental to and located on the same lot occupied by the main use or building, such as a detached garage

Accessory Living Quarters. An accessory building used for people to room or sleep, which can also include permanent provisions for living, sleeping, eating, cooking, bathing, washing and sanitation purposes. For the purposes of this code, sheds, garages and other accessory buildings not constructed or intended to be used for housing, are not considered suitable Accessory Living Quarters.

ANCHORED. Secured in a manner that provides positive connection.

APPLICANT. Shall mean the owner, buyer, or agent thereof, including but not limited to a contractor, realtor, broker, etc. who shall have control, authority and responsibility for the orderly processing of any property regulated by this code.

APPROVED. Approved by the Code Officer.

ASHES. The residue from the burning of wood, coal, coke and other combustible materials for the purpose of heating and cooking in a single-family dwelling unit or a building or group of buildings having a common ownership and containing or comprising multiple-dwelling units not exceeding six units in number.

AUTHORIZED AGENT or REPRESENTATIVE. A person who shall have charge, care or control of any structure as owner, or agent of the owner, or as executor, executrix, administrator, trustee or guardian of the estate of the owner. Any such person representing the

actual owner shall be bound to comply with the provisions of this code to the same extent as if that person was the owner.

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes.

BOARDING HOUSE. A dwelling containing a single dwelling unit and not more than 10 sleeping units, where lodging is provided with or without meals, for compensation for more than one week. The individual rooms used usually do not contain all of the permanent living provisions of a dwelling unit (e.g., permanent cooking facilities). Most often, the term "boarding house" describes a facility that is primarily for transient occupants; however, these facilities might also be used for non-transient purposes. Depending on the extent of transiency, a boarding house could be classified as Group R-1, when an occupant typically stays for not more than 30 days, or Group R-2, when the length of stay is greater than 30 days. Boarding houses are distinct from Lodging houses. §

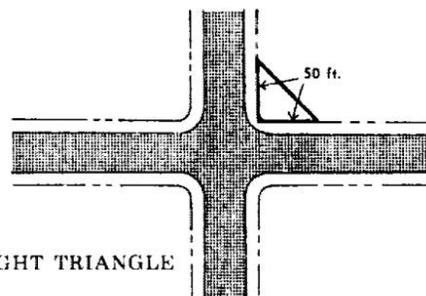
BUILDING. Any structure occupied or intended for supporting or sheltering any occupancy. For application of this code, each portion of a building, which is completely separated from other portions by firewalls complying with the building code, shall be considered as a separate building.

CANOPY HEIGHT. The height measured along any public passage way, common alley, parking lot or fire department access road; to the underside of any vegetation, utility lines, aerial wires, cables, banners, ropes or structures, directly over such areas.

CITATION. A notice to a person that he or she is in violation of this code and has been charged with a municipal infraction as provided for in

section 106

CLEAR SIGHT TRIANGLE. A clearance between a plane two feet above curb level and a plane seven feet above curb level within a triangle bounded by two intersecting street lines and a straight line drawn between points on each such line 50 feet from the intersection of said lines or extensions thereof



CLEAR SIGHT TRIANGLE

CLIPPINGS. The residual byproduct created when vegetation is chipped, cut, mulched, sawed, trimmed etc. Such byproduct shall include branches, sticks, twigs, grass, leaves etc.

CODE. Any code or ordinance adopted, enacted and/or in effect in the Town of Rising Sun concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any buildings, structures, and/or portions of lots of ground or structures regulated by this chapter.

CODE DEPARTMENT. The Department of Code Enforcement of the Town of Rising Sun charged with the enforcement of the Town Code of the Town of Rising Sun.

CODE OFFICER. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

COMMERCIAL/RESIDENTIALLY MIXED OCCUPANCIES. A premises containing a combination of residential and commercial occupancies, that are approved for operation in accordance to the Town's Zoning Code and have

some form of a rental agreement covering 1 or more of the occupancies.

COMMERCIAL SOLID WASTE. All animal waste, all vegetable waste, all residue from the burning of wood, coal, coke and other combustible material and any other waste materials generated from a source other than a single-family dwelling unit or other than generated from a building or group of buildings containing or comprising multiple-dwelling units exceeding two units in number. It would include materials from building construction, reconstruction, demolition or repair, street refuse, commercial refuse, industrial refuse, dead animals, abandoned large machinery, automobile parts, dirt, stones, bricks, trees or like material.

COMMON ALLEY; ALLEY. A street or highway intended to provide access to the rear or side of lots or buildings in urban districts and not intended for the purpose of through vehicular traffic.

COMMON AREAS. Space which is not a part of ~~the rental unit~~ a specific rental unit or leased space and which is shared with other occupants ~~of a rental unit~~ or leased spaces, whether they reside in the rental unit or not. Common areas shall be considered common use areas and part of the premises for the purpose of this ~~ordinance~~ code.

COMMON USE. Interior or exterior circulation paths, rooms, spaces or elements that are not for public use and are made available for the shared use of two or more people or shared by separate tenant spaces.

CONDEMN. To adjudge unfit for occupancy. To condemn is to pronounce a structure as unfit for occupancy or use, or a piece of equipment unsafe and hazardous. A condemnation is the result of the most serious of code violations in that it represents a condition that, in the opinion of the code official, poses a serious threat to the health and safety of the public or another structure or property and is considered

dangerous. A violation that results in condemnation is typically followed by citations requesting immediate action. Depending on the severity of the situation, these actions may include vacating the premises, securing the structure or premises and, in some cases, demolition of the structure.

COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS. The costs shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a code official, the governing body or board of appeals.

CRACK. A break, narrow opening or fissure that appears on the surface of an object as a result of a weakness or flaw caused by decay, age, deficiency or stress related to ground or similar type movement, violent contact or impact, pressure exerted by roots, frost or other similar forces of nature.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

DUMPING. The leaving of rubbish or garbage, as defined in this section, on any private or public property without consent of owner of property.

DWELLING. Any building that contains one (1) or two (2) dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes.

DWELLING, MULTIPLE UNIT. A building or portion thereof designed for occupancy by three or more families living independently in which they may or may not share common entrances and/or other spaces. Individual dwelling units may be owned as condominiums or offered for rent such as Apartment Houses /Buildings.

DWELLING, SINGLE FAMILY. A detached *dwelling unit* with *kitchen* and sleeping facilities, designed for occupancy by one family.

DWELLING, TWO FAMILY. A building on a lot designed and occupied exclusively as a residence for two (2) families living independently of one another.

~~A building designed or arranged to be occupied by two families living independently, with the structure having only two dwelling units.~~

DWELLING UNIT. A single unit providing the necessary elements for independent living facilities for one or more persons, including provisions for living space (family rooms, dining rooms, living rooms, dens, etc.); sleeping quarters; food preparation and eating spaces; and personal hygiene, cleanliness and sanitation facilities.

EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property by way of a grant by the property owner of an interest in land for use by the public, a corporation, or person(s) for specified purposes. The easement shall be permitted to be for use under, on or above a said lot or lots.

EGRESS. Refers to the act of exiting a building, room space or area. (See “Ingress”)

EMERGENCY VEHICLE ACCESS PATH. A minimum passage way required for all streets, highways, common drives; and non-residential driveways or parking areas. Such access path is the minimum distance needed to secure access for emergency vehicles.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

EXTERMINATION. The control and elimination of insects, rats or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, trapping or by any other approved pest elimination methods.

FAMILY UNIT. A family unit shall define the ~~make-up~~make-up and number of individuals that can occupy any rental unit. A family unit shall consist of one (1) or two (2) unrelated occupants, not including dependent children as defined by the internal revenue service, that are sharing a dwelling unit.

FARM ANIMALS. Animals other than household pets that shall be permitted to, where permitted, be kept and maintained for commercial production and sale and/or family food production, education or recreation. Farm animals are identified by these categories:

- A. Large Animals, for example, horses and cattle;
- B. Medium animals, for example, sheep and goats; or
- C. Small animals, for example, rabbits, chinchillas, chickens, turkeys, pheasants, geese, ducks and pigeons.

FLOOD PLAIN REGULATIONS.

Regulations on file with the Town of Rising Sun that regulate all existing properties, proposed construction and any future properties that are located in a Special Flood Hazard Area as defined by the Federal Emergency Management Agency.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food, ~~in a single family dwelling unit or generated from a building or group of buildings having a common ownership and containing or comprising multiple dwelling units not exceeding six units in number.~~ It shall not include more than a minimum amount of free liquids.

GOOD FAITH COMPLAINT. A statement of facts about an unpleasant, illegal, unlawful or criminal act, undesirable conduct, behavior or situation, that is made in good faith with a reasonable belief, supported by facts and without prejudice or malice.

GROUND-FAULT CIRCUIT INTERRUPTER. (GFCI) A device intended for the protection of personnel that functions to de-energize a circuit or portion thereof within an established period of time when a current to ground exceeds the value for a Class A device.

GROUP HOME. A facility for social rehabilitation, substance abuse or mental health problems that contains a group housing arrangement that provides custodial care but does not provide acute care.

GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

GUEST ROOM. Any room or rooms used or intended to be used by one or more guests for living or sleeping purposes.

HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

HAZARD TREE. A tree with uncorrectable defects severe enough to pose present danger to people or buildings under normal conditions, ~~as determined by the Town Shade Tree Commission.~~

HIGHWAY. The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. The term includes a roadway open to the use of the public for vehicular travel on grounds of a college or university or public or private school or public or historical park.

HOUSEHOLD PETS. Dogs, cats, rabbits, birds, and the like, that are kept for family use and enjoyment only, to include their accessory cages, pens and houses and does not include the sale of eggs, offspring or animals for market.

§
HOUSEKEEPING UNIT. A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMEDIATE FAMILY MEMBER. Shall mean a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, of a natural person referred to herein.

IMMINENT DANGER. A condition, use, or practice in an occupancy or structure that poses a hazard that could reasonably be expected to cause death, serious physical harm, or serious property loss, which could cause serious or life-

~~threatening injury or death at any time.~~

INFESTATION. The presence, within or contiguous to, a structure or premises, of insects, rats, vermin or other pests. An infestation is the actual presence of live insects, rodents, vermin or other pests. If the actual presence of pests cannot be readily confirmed, the presence of fresh droppings, larvae, eggs, rodent holes or other such evidence can identify a current infestation.

INGRESS. Refers to the act of entering a building room space or area. (See “Egress”)

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

LABELED. Devices, equipment, appliances, or materials to which has been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and by whose label the manufacturer attests to compliance with applicable nationally recognized standards, and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LANDLORD. Shall mean the owner, lessor, or sublessor of the rental unit or premise that is being offered for lease or let. "Landlord" also includes a managing agent of the premises who fails to disclose the name of such owner, lessor, or sublessor. Such managing agent shall be subject to all of the provisions and requirements of this code. The use of the word “Landlord” shall be interchangeable with the word “Owner”.

LEASE. A contract by which one party conveys land, property, services, etc. to another for a specified time, usually in return for a periodic

payment. The use of the word “Lease” shall be interchangeable with the phrase “Rental Agreement”

~~LET FOR OCCUPANCY LEASE OR LET (PERMIT, PROVIDE OR OFFER).~~ To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is not the legal owner of record thereof, pursuant to a written ~~or unwritten rental or~~ lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land. This term shall not include persons that are Immediate Family Members to the Owner of record.

LITTER. Any discarded rubbish or garbage, as defined in this section, and all other waste material which, if thrown or scattered about in a careless manner or lying about in disorder as prohibited in this section, is determined to be a nuisance to the safety, health, cleanliness and comfort of the inhabitants of the Town.

LIVING SPACE. Space within a dwelling unit utilized for living, sleeping, eating, cooking, bathing, washing and sanitation purposes. The living space within a dwelling extends beyond what is defined as habitable space. Living space includes not only those areas used for living, sleeping, eating, and cooking but also includes bathing and washing areas such as bathrooms. Storage areas such as closets and garages are not a portion of the living space.

LODGING. A place, or room(s) in which someone lives or stays temporarily in the same residence as the owner.

LODGING HOUSE. An owner occupied one-family dwelling in which transient guest are provided 5 or fewer guest rooms and 10 or fewer guest for rent. A common example of a lodging house is a bed and breakfast.

LUMINAIRE. A complete lighting unit (lighting fixture) consisting of a lamp or lamps together with parts designed to distribute the

light, to position and protect the lamps and ballast, where applicable, and to connect the lamps to the power supply.

MARYLAND BUILDING PERFORMANCE CODE. The law and all subsequent amendments that regulate the construction, alteration, repair, renovation and maintenance of all buildings in the state of Maryland.

MEANS OF EGRESS. A continuous and unobstructed path of vertical and horizontal egress travel from any occupied portion of a building or structure to a public way. A means of egress consists of three separate and distinct parts: the exit access, the exit and the exit discharge.

NEGLECT. The lack of proper maintenance for a building or structure.

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.

OCCUPIABLE SPACE. A room, deck, porch, enclosed space or other similar area, designed for human occupancy in which individuals congregate for amusement, educational or similar purposes or in which occupants are engaged at labor.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OUTLET. A point on the wiring system at which current is taken to supply utilization equipment.

OWNER. For the purposes of identifying the person or entity responsible for a structure,

property, premise, lot, parcel or piece of equipment regulated by this code, the term owner shall include:

- A) Any person, firm, partnership, association, company, corporation, operator or agent thereof, or other entity whose name appears on the deed or property tax bill for the premises; or
- B) Any person, firm, partnership, association, company, corporation, operator or agent thereof, or other entity having a legal or equitable interest or control thereof to include a mortgage or lien, or a lease or rental agreement if such agreement spells out responsibilities germane to the specific code section; or
- C) Any person who, alone, jointly or severally, shall have the charge, care, or control as executor, administrator, trustee or guardian of the estate or person of the owner, or ordered to take possession or control by a court; or
- D) Any person who, alone, jointly or severally; or an agent, 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; or
- E) Any person, firm, partnership, association, company, corporation, operator or agent thereof, or other entity which owns or has any ownership interest or control of a premise, property or piece of equipment related to any violation of this code.

OWNER OCCUPIED PORTIONS OF RENTAL PROPERTIES. Areas or portions of a rental property that are used or occupied primarily by the property owner.

PERSON. An individual, heirs, executors, administrators or assigns, and a firm, partnership

or corporation, partnership or its or their successors or assigns, or the agent of any of the aforesaid, any other group acting as a unit. When the code provides for required actions or penalties for non-compliance, the definition makes it clear that the individuals responsible for administering the activities of these various organizations are subject to compliance with these actions and further subject to any penalties.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest elimination methods.

PREMISES. Any single lot, plot or parcel of land, easement or public way, and all improvements or structures thereon.

PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

RAPID ENTRY KEY SYSTEM. A system approved by the Director of Code Enforcement, that provides emergency access to the fire department only in the event of a fire, rescue or other potentially life or property threatening situation. The system consists of a *Rapid Entry Key Box* and/or a *Rapid Entry Pad lock*. The system is not to be used for any unlawful entry to the property or for the purpose of performing inspections without proper consent unless the property owner or local agent is present and consents to such inspection or a legal search warrant has been issued.

RECEPTACLE OUTLET. An electrical outlet where one or more receptacles are installed for the connection of an attachment plug to provide electrical current to a devise...

RECYCLABLES. Materials that are required to be separated from the solid waste stream at the

point of waste generation. Shall include any paper, glass, aluminum and other such materials identified as recyclable in accordance to the Town's Solid Waste collection program as outlined in the Codified Ordinances of the Town of Rising Sun

RENT. A tenant's regular payment to a landlord for the use of property or land. Payment can be in the form of monies, services or special considerations.

RENTAL AGREEMENT. A legal agreement between the owner and tenant, embodying the terms and conditions concerning the use and occupancy of a rental or leased unit, whether rented or leased for profit or non-profit use. Payment of funds, services or special considerations, is not a required component of any agreement nor is it a determining factor as to whether the premise is required to comply with this code. Interchangeable with the word "Lease"

RENTAL LICENSE. A document issued by the Code Department to the owner of a rental unit under this ordinance, which is required for the lawful occupancy of any rental dwellings, buildings or structures regulated by Chapter 9 of this code, titled "*Rental Registration and Inspection Program*".

RENTAL PROPERTY. A premises, property or portion thereof that offered, presented or operating for lease or let under a rental agreement shall be considered a rental property and any references to units, rooms, spaces, structures, land etc. shall also be included in this term.

is under a rental agreement, and/or contains one (1) or more rental units.

RENTAL REGISTRATION CERTIFICATE. A document issued by the Code Department that identifies the property as a recognized rental unit and authorizes the owner to continue operations of the rental unit. The Town makes no representation or warranty that existing conditions are in compliance with the scope and intent of Chapter 9 of this code, titled

“Rental Registration and Inspection Program”, or any other codes of the town.

RENTAL UNIT. Any dwelling, structure, building or portion thereof, that is occupied or used under a rental agreement.

RESIDENTIAL OCCUPANCIES. Any occupancies as described in the International Residential Code (IRC) or any Residential Group Occupancies as described in the International Building Code (IBC)

RETALIATORY ACTIONS. The term describes an action taken by the landlord in response to a tenant exercising certain legal rights protected under the law, to include actions such as

- A. Threatening to Evict a tenant;
- B. To file a court action to evict a tenant;
- C. To increase a tenant's rent;
- D. To decrease services provided to a tenant, or
- E. To terminate a periodic tenancy (e.g. month-to-month lease

RETALIATORY EVICTIONS. The term “retaliatory eviction” describes a legal concept, not a state of mind. A landlord need not have good feelings towards a tenant in order to evict the tenant. Indeed, in most instances of eviction, the feelings of both parties are distinctly hostile. In a sense, every eviction is “retaliation” for some breach of the lease, be it a failure to pay rent or failure to care for the property or abide by other reasonable terms of the lease.

For the purposes of this code, the term retaliatory eviction relates to legal prohibition against a landlord who seeks to evict a tenant within 90 days of the tenant exercising certain legal rights protected under the law. Such evictions are barred, and the landlord is not allowed to evict if the motivations for the eviction stems from

reprisal against the tenant for exercising legal rights provided by law.

Note: The Town takes the position that questionable actions taken by the landlord within 90 days of a Town enforcement action on a property are more egregious and that the Courts can determine, on behalf of the Tenant, if the Landlord violated any State Statutes for evictions beyond 90 days.

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling. A rooming house provides shelter and sleeping arrangements for individuals. This differs from other living arrangements in that the occupant shares a dwelling unit rather than having his or her own complete and private dwelling unit. Each person rents individually from the owner and does not occupy the structure as part of a family. In most cases, occupants share a bathroom and cooking facilities. Another term that could be used is “boarding house,” and it would be classified as an Occupancy Group R- 1 or R-2, depending on the permanent or transient nature of the occupants.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes. Rooming units differ from dwelling units since no cooking facilities are located in any rooming unit. Rooming units contain only sleeping and living facilities.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials. All waste materials not included in "garbage" and "ashes"

~~that would normally be generated in a single-family dwelling unit or generated from a building or group of buildings having common ownership and containing or comprising multiple dwelling units not exceeding six units in number. The term "rubbish" would never include materials from building construction, reconstruction, demolition or repair, street refuse, commercial solid waste, industrial refuse, dead animals, abandoned large machinery, parts from automobiles, dirt, stones, bricks, trees or like material.~~

SELF-SERVICE STORAGE FACILITY.

Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

SHORT-TERM LODGING RENTALS.

Furnished and self-contained lodging that is provided in any building other than a hotel or motel. These lodging accommodations can be for a few hours to a few months and can be limited to guest rooms only up to and including complete dwelling unit. The terms shall include Boarding House, Group Homes, Lodging House and Rooming House.

SLEEPING ACCOMMODATIONS. Rooms in which people sleep, including but not limited to, dormitory, hotel, motel guest rooms or suites.

SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

SPA OR HOT TUB. A hydro massage pool, or tub for recreational or therapeutic use, not located in health care facilities, designed for immersion of users, and usually having a filter, heater, and motor-driven blower. They are installed indoors or outdoors, on the ground or supporting structure, or in the ground or supporting structure. Generally, a spa or hot tub is not

designed or intended to have its contents drained or discharged after each use.

STORABLE SWIMMING OR WADING POOL.

Those that are constructed on or above the ground and are capable of holding water with a maximum depth of 42 inches (1067 mm), or a pool with nonmetallic, molded polymeric walls or inflatable fabric walls regardless of dimension.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. Any individual or individuals that are a part of a legal agreement, such as a rental agreement, with the property owner, in which permission to use a dwelling, structure, building, ground or portion thereof, is granted by the owner to the tenant. Tenant includes other individuals that due to a relationship with the tenant shall share such use of the rental unit as allowed for by the rental agreement and are not covered under a separate rental agreement.

~~A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.~~

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

TOWN. The Town of Rising Sun of Cecil County, Maryland.

TOWN CODE or CODIFIED ORDINANCES OF THE TOWN OF RISING SUN.

Shall be the official book of The Town of Rising Sun and shall contain all the local legally binding codes, standards and ordinances governing the Town.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

UTILITY AND MISCELLANEOUS OCCUPANCIES. Buildings and structures of an accessory character and miscellaneous structures not classified in any specific occupancy shall be constructed, equipped and maintained to conform to the requirements of this code commensurate with the fire and life hazard incidental to their occupancy. Group U occupancies shall include all such occupancies as listed and defined in the Building Code as adopted in the Codified Ordinances of Rising Sun Town.

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WEEDS. Shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs, which are unsightly, unsanitary or unsafe, pose a fire hazard, block visibility for drivers, harbor rodents and snakes and contribute to pests like mosquitoes, chiggers, mites ticks and other parasites. ~~provided; however, this~~ This term shall not include shrubs, cultivated flowers and gardens, as long as they are regularly cultivated and properly maintained.

VEGETATION. Shall include but not be limited to all plant growth, grasses, bushes, trees, ivy, mosses etc.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space on the same lot with a structure.

CHAPTER 9 RENTAL REGISTRATION AND INSPECTION PROGRAM

SECTION 901 GENERAL

901.1 Scope. The purpose of this Chapter and the policy of the Town of Rising Sun shall be to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of owners, owner's authorized agents, operators and occupants relating to residential and commercial rental units in the Town, and to encourage owners and occupants to maintain and improve the quality of rental units within the community. This ordinance provides for a regular inspection program, registration and licensing of residential and commercial rental units, guidance for compliance and penalties for noncompliance.

901.2 Program Mission & Objective. The goal of the Town of Rising Sun Rental Registration and Inspection program is to preserve and improve rental properties in the Town and will provide for an organized inspection program to address minimum standards of new and aging rental units, upgrade rental units to meet required health, safety, fire, and zoning codes, and provides a more efficient system for compelling both absentee and local landlords to correct violations and maintain rental units within the Town. Most property owners and landlords are responsible in maintaining their rental properties in great condition, however many rental units do not provide a safe and healthy living environment for their renters and as such the Town is forced to be reactionary in addressing these issues, often spending large amounts of staff resources after the tenants have been forced to leave the unhealthy conditions. Many tenants have expressed their frustration in not being able to get their landlords to do even the simplest

property upkeep or maintenance and to take the steps to ensure safe and decent properties under their care and control. Equally important, property owners are responsible for the tenants that reside in their properties and that disruptive behavior by some tenants should not be tolerated and that tenants should know their rights and responsibilities for maintaining their property and home in which they live and in keeping their neighborhood a safe and attractive place. Residents of Rising Sun, both renters and non-renters a like, have routinely spoken about the negative impacts that these properties are having on their neighborhoods and have requested the Mayor and Commissioners to take action. The Mayor and Commissioners recognize the need for safe, decent, well maintained residential properties within the Town; and that all rental properties should meet minimum standards for the health, safety and welfare of all Town residents and that the most efficient system for achieving these objectives is to provide for the creation of a program requiring the registration of all rental units within the Town so that orderly inspection schedules can be made by the Code Department; and that responsible person's are readily available to respond and take appropriate action when necessary to prevent or remedy the occurrence of nuisances and to protect the public health, safety and welfare in properties that offered for lease or let and or rented by:

- (1) Establishing minimum property maintenance standards for basic equipment and facilities used for light, ventilation, heating and sanitation for rental units and premises and for safe and sanitary maintenance of rental units and premises; and
- (2) Establishing minimum requirements for rental units and premises for means

of egress, fire protection systems and other equipment and devices necessary for safety from fire; and

- (3) Establishing the responsibilities of property owners, operators and tenants of rental units and premises.

901.3 Definitions; word usage. Refer to Chapter 2 of this code for definitions related to this chapter.

SECTION 902

REGULATED PROPERTIES

902.1 Rental Properties Regulated By This Chapter. It shall be unlawful for the owner of any premises, or owner's authorized agent, to operate, rent or lease any premises or any part thereof, under a rental agreement as defined in Chapter 2, without a current rental license issued by the Code Department as outlined below:

902.1.1 Residential Rental License. Shall be required for any (rental) properties regulated, identified, and classified by the International Residential Code (IRC) to include their accessory structures.

902.1.1.1 Owner Occupied Rental Properties. This category shall include Owner occupied residential units in which a portion of the residential property is offered out for lease or let, such as a Boarding House, Guest Room, Lodging House, Rooming House, Rooming Unit, Sleeping Accommodations, Sleeping Unit etc. (See section 903 and 905 for Owner Occupied Portions)

902.1.1.2 Short Term Lodging Rentals. This category shall include Short Term Lodging Rentals as defined in Chapter 2, that occurs in this category.

902.1.2 A Rental Housing License. Shall be required for any Residential Group R (rental) Occupancies and Group I-1 Institutional Occupancies regulated, identified, and classified by the International Building Code (IBC), to include their accessory structures; and any Residential Board and Care Occupancies as regulated by the National Fire Protection Agencies (NFPA), 101 Life Safety Code.

902.1.2.1 Short Term Lodging Rentals. This category shall include Short Term Lodging Rentals as defined in Chapter 2, that occurs in this category.

902.1.3 Commercial Residential Mixed Rental License. Shall be required for any Commercial/Residentially Mixed Occupancy as defined in Chapter 2.

902.2 Rental License Issuance - Two Step Process. Compliance with this code and the issuance of a Rental License shall be a two-step process requiring the Registration and Inspection of regulated properties, in the manner and frequency spelled out in this code.

902.3 Multiple Rental or Lease Spaces. Any premises that contains two (2) or more rented or leased spaces shall require a separate rental license for each rental unit.

902.4 Change in Owner Occupied Portions Notification. Any owner-occupied portions of a rental property that are converted into a rental unit must secure a rental license for the new unit, prior to allowing occupancy of the rental unit.

902.5 Rental License Calendar Year. All rental licenses shall be valid for a twelve (12) month period from the date of issuance after which time they shall become invalid, and the process of registration and inspection must be renewed.

902.5.1 Change of Occupancy or Ownership. A new rental registration and

license will be required whenever there is a change in occupancy or ownership of a rental unit or property.

902.5.2 Short Term Lodging Rentals.

A new Rental Registration and License will be required every 6 months for Short Term Lodging Rentals

902.6 Display of Rental Registration Certificate and Rental License.

Both the Registration Certificate and Rental License will be displayed in a prominent location by the main entry door in each rental unit and made available for view upon request of the Code officer or first responders.

902.7 Transfer of License. Licenses issued hereunder shall not be transferable, and subsequent title holders of a rental unit shall be required to obtain a separate license; provided, however, that the continued rental by the subsequent owner without a new license shall be deemed to be a consent to the terms and conditions hereunder, including the consent to inspection.

902.8 Failure to Obtain a Rental License.

Any person who fails to obtain a Rental License for a rental property or rental unit under their charge and as required by this Chapter, and continues to rent or lease any unit, after first having been given fifteen (15) calendar days' notice (Cease and Desist) of that person's failure to secure the Rental License shall be subject to the violations and Penalties as spelled out in Chapter 1. Each day the rental unit continues to be lease or let without having registered the unit(s) with the Town, shall be a separate offense.

902.9 Payment of Taxes, License fees, Service Charges, Permit Fees, and Penalties.

All overdue Town taxes, license fees, services charges permit fees, and penalty fees and fines must be paid in full prior to the issuance of the Rental Registration Certificate or Rental License.

902.10 Owner's Consent for Inspection. As part of the Rental Registration process, and as a precondition to the Town's approval of the application, the owner shall:

- (A) Consent to inspections by the Town a reasonable hours and for the entire term of the Rental License, to determine if the Rental Premise or Rental Unit for which the license is to be issued is in compliance with this code.
- (B) Comply, operate and maintain the Premise in accordance with the provisions of this Code and in compliance with all applicable codes and ordinances of the Town

902.11 Rental Registration Needed for License Renewal.

A Rental License may not be renewed unless the Rental Registration Certificate has been renewed and is current. Any person who fails to renew a Rental License on or before its expiration date shall be considered in non-compliance; and the owner, owner's authorized agent shall be issued a cease-and-desist order per Chapter 1 of this code.

902.12 Commercial Properties Regulated by the State Fire Prevention Code.

Commercial properties, with no Residential (rental) element on the premises shall be inspected per the Town's State Fire Prevention Code, regardless of any rental or lease agreements associated with any commercial entities operating out of the premises.

902.13 Exempted Properties.

The following rental properties or situations are exempt from this code but must still comply with all other applicable Town codes:

- 1. Ground or land that is rented or leased for crop harvesting or the grazing of life stock, but the exemption does not cover habitable buildings.

2. Self-Service Storage Facilities, spaces or lockers that are not connected to occupiable office spaces or habitable living spaces, where their storage could pose a danger to those occupying other spaces.
3. Properties, Units, Rooms and Spaces that are leased or let to immediate family members as defined in Chapter 2.

902.14 Prohibited Rental Properties. No rental property shall be created, or license issued, and no property shall be permitted to operate as a rental property that is not permitted or is in non-compliance with the Town’s Zoning Code or any Building or Fire Codes in place for the Town.

902.14.1 Rental of Campers, Motor Homes, or Trailers. No campers, motor homes or trailers shall be used for shelter, guest rooms, housing or short-term rental lodging. For the purposes of this section, permanent or temporary plumbing or electrical services running to the camper, motor home or trailer, or the presence of a port o pot located in conjunction with a camper, motor home or trailer shall be a violation of this section.

902.14.2 Prohibited Accessory Living Quarters. Sheds, garages and other accessory buildings not constructed or originally intended to be used for housing, or accessory living quarters are not permitted, unless a building permit was secured and renovations were done consistent with codes in place for living purposes.

902.15 Rental Agreement. Rental Agreement shall be in writing and there shall be no less than, nor more than, one (1) rental agreement for each rental unit, or tenant.

902.16 Registration and License Fees. The Fees associated with the registration, inspection and licensing of properties regulated by this

code shall be in accordance to the Town’s Fee Schedule and shall help to defray the cost of administering the registration and inspection process.

SECTION 903

START UP PROCESS, REGISTRATION & GENERAL REQUIREMENTS

903.1 Program Start Up. The Code Department will provide a public notice outlining the requirements for the owner or the owner’s authorized agent, to register each rental unit under their charge and located within the Town of Rising Sun and pay the required registration fees in accordance with the Town’s Fee Schedule and by the established due date.

903.1.1 Timing of Notice. The Town shall provide four (4) weekly notices in a newspaper of general circulation, no less than 60 days from adoption of this code with the last notice being posted no less than fourteen (14) days before the due date for registration and payment of fees.

903.2 Corporations, limited Liability Company, or other legal entity. If the property is owned by a corporation, limited liability company, or other legal entity, the entity must provide proof that it is permitted to do business in the State of Maryland.

903.3 Annual Process. After the initial start up of the program, the Registration and Inspection of all properties regulated by this code, shall occur on an annual basis and or in accordance to this Chapter.

903.4 Payment of Registration Fees. All required fees will be due at the time of registration. Fees shall not be prorated for any reason. Failure to pay the applicable fees will result in denial of a Rental Registration Certificate.

903.4.1 Penalties and Collection of Overdue Fees. Failure to pay Registration fees shall result in Penalties and Late Fees as spelled out in Chapter 9 of the Town Code. The Town shall also reserve the right to collect on those fees as spelled out in Chapter 9 of the Town Code.

903.5 Applications and Forms. Registration forms shall be available in the Code Department office or can be found on the Town’s website.

903.6 Residential and Commercial Mixed Occupancies. A separate rental registration must be secured, and appropriate fees paid for each rental occupancy type contained in a mixed occupancy building.

903.7 Required Information. The following information shall be submitted with the registration form:

- (1) The names, addresses, and phone numbers of all owners of the premises.
- (2) The name, local address and telephone numbers, business, home, cell phone, and pager, if available, of the local agent, if different from the owner.
- (3) The address of the premises.
- (4) The type of premises.
- (5) The number of rental units in each building on the premises.
- (7) Designation of Local Agent. The applicant shall provide the name, mailing address, actual street address and telephone number of a designated responsible agent, who shall reside on the premises or within twenty-five (25) miles of the property. The agent shall provide access to the premises for emergency personnel during any fires or medical emergencies, or access to the Code Department for the purpose of making inspections necessary to ensure compliance. It shall be the duty

of the owner of a rental unit to notify the Code Official of any change in the identity of the responsible local agent, not more than fifteen (15) calendar days of the change.

EXCEPTION: The local agent may reside more than twenty-five (25) miles and up to fifty (50) miles of the Town of Rising Sun, if the owner provides a Rapid Entry Key System, as approved by the Code Department.

- (8) The owner may serve as the local agent if he/she complies with the above.
- (9) All owners, authorized agents, or property managers who are authorized to act for the owner, shall provide the Town with emergency contact information and shall keep such information current.
- (10) Annual Submittal of Occupancy List. For each rental unit, the property owner shall submit the name of each lessee, including their apartment/unit numbers, phone numbers and email. The occupants list shall be updated with each license renewal in accordance with this chapter and shall be updated as part of the annual registration.
- (11) Registration shall be deemed complete when the owner has submitted the information required and received a Registration Certificate.

903.8 Failure to Register a Rental Property. Any person who fails to Register a rental property under their charge and as required by this Chapter, and continues to rent or lease any unit, after first having been given fifteen (15) calendar days’ notice of that person's failure to register the rental unit(s), shall be subject to the violations and penalties as spelled out in Chapter 1. Each

day the rental unit continues to be lease or let without having registered the unit(s) with the Town, shall be a separate offense.

SECTION 904

RENTAL UNIT INSPECTIONS, PROCESS AND SCOPE

904.1 Inspections Required. All properties regulated by this code shall be inspected at least once per calendar year and or at change of occupancy.

904.2 Scheduling of Inspections. The Town shall contact the owner or authorized owners' agent to schedule an inspection of each rental unit. Failure to commit to the inspection in a timely and reasonable manner, on the part of the owner or authorized owner's agent, shall result in the revocation of the Registration Certificate and the Rental Property shall be declared in non-compliance with the code and subject to penalties as spelled out in Chapter 1

904.3 Inspection Fees Required. Inspection fees shall be as detailed in the Town's fee schedule with the initial inspection fee covering the 1st inspection and the 2nd follow up inspection to approve corrections. Failure to pass the 2nd inspection will result in additional inspection fees as spelled out in the Town's Fee Schedule.

904.4 Invoicing and Payment of Inspection Fees. The Town shall invoice inspection fees to the owner or authorized owners' agent with such fees being due within 30 days of billing. Fees shall not be prorated for any reason.

904.4.1 Penalties and Collection of Overdue Fees. Failure to pay inspection fees shall result in Penalties and Late Fees as spelled out in Chapter 9 of the Town Code. The Town shall also reserve the right to

collect on those fees as spelled out in Chapter 9 of the Town Code.

904.5 Inspection Representative. The Code Officer shall not enter on or upon any property or rental unit or continue the inspection of such units without being accompanied by the owner, owner's authorized agent or the tenant of the unit.

904.6 Tenant Notification of Inspections. It shall be the responsibility of the Owner or Owner's authorized agent to provide prior notification to the tenant of impending inspection and to provide access to the rental unit.

904.6.1 Authorization to Conduct Inspections. Confirmation of inspection on the part of the Owner or Owner's Authorized Agent shall be construed by the Town that the tenant was notified and consented to the inspection.

904.6.2 Tenant Participation. Tenants are not required to be present but are encouraged to be present for the inspections to learn more about their rights and responsibilities as a renter.

904.7 Applicants Choice of Inspection Method. All rental units shall be inspected using one of the following options:

- (1) Rising Sun Code Department Inspections. Upon payment of all required registration and inspection fees, as described in the Town's Fee Schedule, the Code Department shall inspect all rental units in accordance with section 907
- (2) Third-party Inspections. In lieu of paying inspection fees to the Code Department, the agent of any property regulated by a Rental Housing License may elect to secure an approved third-party inspection agency to perform all required inspections using forms issued

by the Code Department and in accordance with code. 3rd Party Inspectors or agencies must comply with section 906 of this Chapter and must be approved by the Town. The Town shall charge a nominal fee to review the inspection reports of any third-party inspectors.

904.8 Areas required to be inspected. The required areas of inspection shall be as follows:

- (1) Residential Rental License. For a premises covered by a Residential Rental License, all exterior and interior areas of the premises must be available for inspection at the same time.
- (2) Owner-Occupied Portions of Rental Properties. The owner-occupied portion of a rental property shall be inspected by the Code Department in addition to the rental unit. However, there shall be no fee for the inspection of the owner-occupied portion.
- (3) Rental Housing License. For a premise covered by a Rental Housing License, all exterior areas, interior common areas, employee areas, offices and the individual rental unit in question must be made available for inspection at the same time.
 - (a) No more than 10 units per day can be scheduled for inspection on any premise, unless approved by the Code Department.
- (4) Commercial/Residentially Mixed Occupancies. All areas of occupancies such as and similar to Commercial/Residential Storefronts, shall be available for inspection at the same time to include each individual dwelling unit, employee areas, offices and common areas.

904.9 Special Inspections and Certifications. The Code Officer has the right to require additional engineering or specialty inspections reports and certifications for conditions that are beyond the scope of the Code Officer's expertise.

904.9.1 Date Stamp & Supporting Documentation. All reports and certifications required in this section shall have the date of inspection noted and shall have ample data and notes to support the position of the report or certification. The Code Officer reserves the right to reject any reports or certifications that lack adequate data and support and may further request a 2nd opinion on any matters

SECTION 905

LICENSE, FIELD CORRECTION NOTICES, PERMITS AND ENFORCEMENT.

905.1 Compliance and License Issuance. The Code Department shall issue a Rental License to the owner or agent thereof, if upon completion of the rental license inspection, the rental unit is found to be in compliance with all requirements of this chapter.

905.2 Rental Property Complaints and noncompliance. The Code Department may initiate additional inspections and enforcement actions upon a rental property after a license has been issued, when there exists a belief that the property is not in compliance with all applicable laws. This shall include complaints received from any persons to include tenants. These actions may include follow up inspections and issuance of Correction notices.

905.2.1 Retaliatory Evictions and Retaliatory Actions. The Owner or Owner's Authorized Agent shall be prohibited from evicting a tenant in a retaliatory manner (Retaliatory Evictions)

or taking any Retaliatory Action, such as restricting access to common areas and other amenities afforded to other tenants of the same premises or detailed in the rental agreement; solely on the basis of retaliation for the making of any good faith complaint to the Town or any other enforcement agency. Furthermore, it shall be prohibited to include any clause or language in a rental agreement that infers that a tenant cannot report concerns to the Town or exercise any rights afforded to the tenant by any Federal, State or local laws.

905.2.1.1 Suspension, Revocation of License and or Fines. The Owner and or the Owner’s Authorized Agent shall be subject to the penalties and violations defined in Chapter 1 if a court decides that the landlord committed a prohibited retaliatory action, and the Town may take further action to suspend or revoke the rental license provided for in this Chapter.

905.3 Field Correction Notice. If the Code Officer, upon completion of the rental license inspection, finds that the applicable codes have not been met, a field correction notice/order listing the violations and corrective actions, shall be issued to the owner or agent thereof.

905.3.1 Violations Must be Corrected. Any rental unit regulated by this Chapter found to have violations of any Town Code provision shall be brought into compliance.

905.3.2 Non-Issuance of Rental License. The owner shall not be issued a rental license until the code violations have been corrected.

905.3.3 Correction of Violations. Violations that do not render the rental unit unfit for occupancy must be corrected in a time period as prescribed by the Code Officer but in no case shall such time for compliance exceed ninety (90) days unless a Provisional Rental License is issued, which

permits violations to be corrected at the discretion of the code officer, but within a period of not more than six (6) months.

905.3.3.1 Correction Notices Null and Void. Failure to progress on the correction of these violations within the time frames prescribed above or failure to secure a Provisional Rental License will render the correction notice null and void and a new inspection will need to be performed, with additional fees required as spelled out in the Town’s Fee Schedule.

905.4 Unsafe Structures, Equipment and Property; Correction of Violations. All violations that render the premises unsafe for occupancy must be corrected within a period as specified by the Code Officer. The Code Officer shall follow all procedures for Emergency Actions and Abatement as spelled out in Chapter 1

905.5 Failure to Comply with Corrective Notice/Order. Failure to correct violations noted on a corrective notice/order, will subject the Owner and the applicant, contractor or Owner’s Authorized Agent to the Violations and Penalties as spelled out in Chapter 1

905.5.1 Code Officers Corrective Action Steps. Failure to correct violations noted on a corrective notice/order and in a timely manner, may result in the Code Officer taking all appropriate steps and actions spelled out Chapter 1

905.6 Permit and Contractor License Requirements. Permits and Contractor Licensing will be required for any work or repairs of code issues that are regulated by the Maryland Building Performance Standards and Town of Rising Sun Building Codes. A list of activities regulated by these codes can be found in Chapter 11 of this code.

905.7 Responsibility for permit compliance. The owner, and the applicant, contractor or

agent thereof will be held liable for the failure to secure any permits, and proper licensing; and shall be subject to the violations and penalties as spelled out in Chapter 1

SECTION 906

3RD PARTY INSPECTION AGENCY REQUIREMENTS

906.1 Town Approval of 3rd Party Inspector/Agency. Any 3rd party inspector or inspection agency used to perform the inspections required of this Chapter must be registered with the Town of Rising Sun. Registration shall be as follows:

- (1) Registration and Payment of fees. Submittal of a registration form and payment of any required registration fees as spelled out in the Town's Fee Schedule; and
- (2) Proof of Maryland Business License.
- (3) Certificate of Insurance. The Town shall be provided with a certificate of insurance or declaration page relating to professional errors and omissions liability insurance.

Note: The Certificate of Insurance shall reflect the following three points:

- A. All third-party agencies must carry errors and omissions liability insurance in at least the amount of \$1 million, to satisfy claims or judgments for property damage or personal injury, or both, related to its employees' performance of construction code administration and enforcement activities.
- B. The Town of Rising Sun must be listed as the certificate holder (not as an additional insured) in the

following manner:

Town of Rising Sun

PO BOX 456

1 East Main Street

Rising Sun Maryland, 21911

C. If the third-party agency is an architectural or engineering firm, the certificate or declarations page must also contain a statement indicating that the errors and omissions coverage extends to residential and/or commercial construction code enforcement services (plan reviews and inspections) performed by the firm.

- (4) Required Credentials for 3rd Party Inspectors. The inspector or inspectors used by the 3rd Party agency must have the following certifications and credentials:

Such inspector must:

- A. Be properly licensed with the State of Maryland and the Town of Rising Sun as a contractor/inspector; and
- B. Must hold current certifications with the International Code Council as:
 - Property Maintenance and Housing Inspector; and
 - Residential Building Inspector

SECTION 907

FINAL OR PROVISIONAL RENTAL LICENSE AND CERTIFICATES OF OCCUPANCY

907.1 Certificate of occupancy required. No property regulated by this chapter, shall be occupied as a rental unit unless a Final or Provisional Rental License has been applied for and the owner, applicant or agent therefore has otherwise complied with the requirements of this Chapter.

907.2 Grounds for License Renewal Denial. No license shall be issued or renewed for a residential rental unit unless the residential rental property and unit are in compliance with the requirements of this code and all applicable town codes.

907.3 Final license process. The owner, applicant or agent thereof may receive a Final Rental License upon completion of the following:

- A. Property must be free and clear of any violations at the time of the inspection.
- B. All required certifications and other documentation must be received in the code office no less than seventy-two (72) hours prior to start of lease or intent to occupy; unless the payment of an accelerated fee has been forwarded to the Town as per the Town's Fee Schedule.

907.4 Provisional license process. The owner, applicant or agent thereof that is unable to correct violations the Chapter may receive a Provisional Rental License as spelled out in Chapter 12 of this code.

SECTION 908

ADDITIONAL TENANT AND OWNER RESPONSIBILITIES.

908.1 Illegal Activity. The Landlord may be subject to License Suspension or Revocation if they knowingly permit others on the premises to:

- (1) Engage in any conduct declared illegal under the Maryland Crimes Code, or Liquor Code, or Controlled Substance, Drug and Device Cosmetic Act; or
- (2) Use the rental unit in violation of the Town Code.

908.2 Owner Responsibility for Code Compliance. It shall be the duty of every owner, local agent, or operator (Landlord) to keep and maintain all rental units under their charge, in compliance with all applicable codes and ordinances of the Town. This reflects the situation in which the landlord maintains a large degree of responsibility for the conditions of the premises to include inadequate interior housekeeping and lack of yard maintenance on the exterior of the property.

908.3 Tenant Responsibility for Code Compliance. Although tenants typically do not have the responsibility of maintaining the conditions of structures, utilities, and equipment, they may be held liable and subject to violations and penalties as described in Chapter 1, if it is determined that their conduct is a contributing factor to the code violation in question, to include interior housekeeping, exterior yard maintenance or intentional damage or misuse of structure components, utilities and equipment.

908.3.1 Violations Related to Act or Omission of the Tenant. If a notice of violation arises due to acts or omissions of a tenant, and the tenant fails to make the necessary correction, the property owner or

agent shall remedy the condition by whatever means necessary. No adverse action shall be taken against a Landlord for failure to remedy a condition related to a tenant during the pendency of a bona fide eviction proceeding against the tenant which is diligently pursued by the Landlord.

908.4 Landlord-Tenant Responsibility Notice. The Owner or Owner’s authorized agent shall provide each tenant with a Landlord-Tenant Responsibility Notice, the form of which shall be provided to the licensee when the Rental License is issued, on or before the move-in date. This notice shall contain the license number and the property owners and/or property manager's contact information.

908.5 Evictions and Tenant Belongings. The Landlord has the right to proceed with evictions as provided for under Federal and State Laws. If the tenant leaves behind any personal belongings the landlord shall make contact with the tenant, and give them a reasonable timeframe to claim them. After the time frame has passed, the landlord is permitted to sell or dispose of the tenant’s property. Disposal shall be by:

- A. Removal of the items from the property; or
- B. Sale of the items from the property; or
- C. Placement of the items in a dumpster for timely removal.

Under no circumstances is the landlord permitted to place the items on the exterior of the property for collection or sale.

SECTION 909

NON-COMPLIANCE, VIOLATIONS SUSPENSION, REVOCATION OR DENIAL OF RENTAL LICENSE

909.1 Unlawful acts. It shall be unlawful for any person, owner, agent thereof or tenant to be in conflict with or in violation of any of the provisions of this code.

909.2 Violations of this chapter. Any person(s) who violates or fails to comply with any of the provision of this chapter shall be identified, notified, and cited in accordance to Chapter 1 of this code.

909.3 Denial of Registration or License Application. The Code Officer may reject or deny the issuance of a rental registration certificate or rental license for noncompliance with this Chapter. A denial shall be in writing, setting forth the code violations and reason for such denial. Applicants are encouraged to reapply once compliance with the Chapter is achieved.

909.4 Suspension, Revocation of License. Failure to comply with any of the requirements of this Chapter shall subject the licensee to suspension, revocation of the license, in addition to other remedies and penalties provided by law. Examples of activities that could lead to Suspension and Revocation are:

- A. Repeated incidents occurring on the rental property which threaten public safety including but not limited to assaults, batteries, robberies, burglaries, prostitution, sexual offenses, or narcotics possession, use, or sales, or other criminal activity, shall be grounds for license suspension or revocation.
- B. Repeated incidents of violation or continuing violation of state or local laws which violations adversely affect the rights of nearby residents to the

quiet enjoyment of their property, including but not limited to violations of noise, animal control, solid waste, yard parking, storage, trash, and yard maintenance regulations constitute a public nuisance and shall be grounds for license suspension or revocation.

- C. Prior to initiating suspension or revocation proceedings, written notice shall be delivered to the owner or designated agent identified in the registration statement. The notice shall specifically identify the provision of this article which has not been complied with or shall specifically identify the repeated or continuing incidents of violations of state or local laws and shall state that failure to remedy the violation or further incidents of violations will result in suspension or revocation of the rental license for all units on the property.

909.5 Suspension or revocation hearing. If the violation is not corrected after written notice, or if further violations occur, a hearing shall be held to determine whether the license should be suspended or revoked, as follows:

- A. Written notice to appear and show cause why the license should not be suspended or revoked shall be delivered to the property owner or designated agent identified in the registration statement as spelled out in Chapter 1. The notice shall set the date, time, and place for the hearing.
- B. The hearing shall be held no sooner than 15 days after service of the notice to show cause. The hearing shall be conducted by the CEAB as defined in Chapter 1. The CEAB shall explain the rules of procedure governing the hearing. The Town and the Landlord, Owner or Owner's Authorized Agent shall have an opportunity to present

evidence through witnesses and documentary evidence. All testimony shall be under oath. Testimony and evidence shall be limited to matters directly relating to the pending suspension or revocation. Irrelevant or unduly repetitive testimony or evidence may be excluded. To the maximum extent practicable, the hearing shall be informal. Reasonable cross examination of witnesses shall be permitted, but questioning shall be confined as closely as possible to the scope of direct testimony. The CEAB may call and question witnesses or request additional evidence as he or she deems necessary and appropriate.

- C. The Town Attorney shall not present the case on behalf of the Town but shall provide legal advice to the CEAB to ensure the spirit and intent of this process and shall decide all questions of procedure or standing.
- D. Lack of knowledge of, acquiescence, or participation in, or responsibility for, a public nuisance on the part of the Landlord, Owner or Owner's Authorized Agent shall not be a defense to why the violations are still outstanding. However, proof that legitimate and meaningful steps have commenced according to state law to pursue the process of terminating tenancy and recovering possession of the rental unit from the tenant or tenants causing the violations, or has completed such process, can be a defense.
- E. The CEAB shall render a written decision within 30 days after the hearing concludes. The original shall be filed with the Town clerk and a copy shall be delivered to the property owner or designated agent by personal delivery or by certified mail, return

receipt requested. In addition, a copy shall be posted at the rental property.

- F. If the CEAB finds that the violation or violations have been corrected, that no threat to public safety or public nuisance exists, or that the owner has completed the process of terminating the tenancy of those persons causing the violations, the action shall be dismissed. If the CEAB finds the owner has commenced and is diligently pursuing the process of terminating tenancy of those persons causing the violations, the CEAB shall continue the action until completion of the process under state law.
- G. If the CEAB finds that the violation or violations have not been corrected, or that a threat to public safety or public nuisance exists and has not been corrected, he or she shall issue a final order suspending or revoking the rental license.
- H. The Landlord, Owner or Owner's Authorized agent, aggrieved by a decision of the CEAB, may challenge the decision as provided by law for appeal of administrative decisions by filing a petition for writ of certiorari with the clerk of the circuit court no later than 30 days after the decision of the hearing officer is filed with the Town clerk. The record will consist of the complete record of the proceedings before the special magistrate.

909.6 Tenant Ordered to Vacate. If the license is suspended or revoked pursuant to this Section, the owner or authorized agent of the rental unit or premises shall have 15 days from the date of the order to commence proceedings to give any tenant or other individuals occupying the affected rental unit ninety (90) days written notice to vacate. The ninety (90) day notice shall begin the first day of the month after service of the notice to the

tenant. The Owner or Owner's Authorized Agent shall proceed immediately for eviction of the tenants as provided for by state law and shall diligently pursue the process to completion. Upon request, the Owner or Owner's Authorized Agent shall provide copies of all documents provided to the tenants or filed with the court to the Town. After completion of the process and removal of any tenants, no unit or units shall be relet to any person during the period of suspension or revocation.

909.6.1 Revocation and Suspension of Rental License – Continued Use.

Continued Use of the property as rental unit or allowing persons to occupy the premises under Rental Agreement, during a period of suspension or revocation shall constitute a violation of this Chapter.

909.7 Reinstatement of License after Suspension or Revocation.

The CEAB may establish terms and conditions for reinstatement of a license after a period of suspension or revocation, which terms and conditions shall include:

- A. Written statement from the Code Officer, showing that the rental unit has been made to comply with this Chapter or any other applicable law.
- B. Payment of the reasonable costs of the hearing.
- C. An application for reinstatement of a license, that shall be subject to the same fees, registration and inspection process as an original application.

909.8 Failure to Cease and Desist Rental Operations.

Any person who continues to rent or lease any unit or premises, under their charge and as required by this Chapter, after first having been given fifteen (15) calendar days' notice (Cease and Desist) that the rental license has expired, been suspended or revoked, shall be subject to the Violations and Penalties as spelled out in Chapter 1. Each day the rental

unit continues to be lease or let without having registered the unit(s) with the Town, shall be a separate offense.

SECTION 910

INTERPRETATION; CONFLICT OF LAWS.

In interpreting and applying the provisions of this chapter, the provisions shall be held to be the minimum requirements for the promotion of the public health, safety, morals and general welfare. Where the provisions of this chapter impose greater restrictions than those of any other chapter, ordinance or regulation, the provisions of this chapter shall control. Where the provisions of any other chapter, statute, other ordinance or regulation impose greater restrictions than this chapter, the provisions of such statute, other ordinance or regulation shall control.

SECTION 911

EQUITABLE REMEDIES & ENFORCEMENT ACTIONS

911.1 The Town shall have the authority to institute any appropriate action to restrain, correct or abate a violation, or safeguard the general public or occupants of a rental unit as spelled out in Chapter 1 of this code, to include revocation or suspension of the owner's ability to use the property as a rental property in the future.

SECTION 912

APPEALS.

912.1 Any person directly affected by a decision of the Code Officer or a notice or order issued under this code shall have the right to appeal in accordance with Chapter 1 of this code, with the exception of the issuance of Administrative Penalty Fee Tickets, Municipal Infractions and Misdemeanor Citations as spelled out in Chapter 1 and the Town Codes.