

Rental Inspection Program

Single-Family & Multi-Family



Manual for Property Owners & Managers

Rental Year - 2021

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Inspections

Purpose

The Neighborhood Services Division (NSD) performs annual inspections of multi-family dwelling units and inspects single-family rental units on an as-needed basis to protect the health, safety and general welfare of the residents of Mission. The multi-family rental inspection program has been in place since its adoption in 2007.

Requirements

The following requirements for inspections are based on Chapter 635 Rental Dwellings of the Mission Municipal Code:

- The City will inspect 5% of the units in each multi-family facility annually.
- The units to be inspected should be vacant, made-ready units, but can also be occupied.
- Inspections will include the building interior, exterior, common areas, and basement.
- If any unit is deemed to be substandard or unfit for human occupancy, the inspector may inspect additional units in the complex.

Scheduling

How: Units should be scheduled for inspection through the Neighborhood Services Division at (913) 676-8360 on a date and time that is agreed upon by both the NSD inspector and the complex staff.

When: We strongly urge owners/property managers to schedule units for inspection as they become vacant, or to set quarterly quotas for the year. Waiting until the end of the year to schedule all required inspections, especially for large complexes, places more stress on maintenance crews and inspection staff.

All units must be *scheduled for inspection* by October 1, and all initial inspections must be *completed by November 1* of the inspection year. The months of November and December of the inspection year, will be for conducting re-inspections only.

Which Units: Schedule units that have not been inspected previously, unless all the units in the complex have been inspected through the inspection program. Vacant, made-ready units are preferred.

Units that have been significantly remodeled and inspected through the Building Codes Department cannot count towards your annual initial inspections of that year and should not be inspected until all other units in a complex have been inspected.

Unit numbers must be reported to the Neighborhood Services Officer at the time of scheduling. Changing the scheduled unit numbers on the day of inspections could result in cancellation fees of \$200.

It is the responsibility of the owner/property management and its maintenance staff to ensure that each unit complies with the life, health, and safety standards set forth in this document (and applicable codes) prior to inspection.

Inspection Day

Staff from NSD will arrive at the property at the agreed upon day & time. They will expect to see the units indicated during scheduling. In the event of an emergency or unexpected complication, units may be substituted at the discretion of NSD staff. The inspector will inspect the unit according to the criteria indicated in this manual and any other applicable codes. "Consent to Right of Entry" forms must be filled out and given to NHS staff before any inspections can begin.

Owner/property managers should allow between 15-25 minutes per unit inspection, depending on the unit's size and occupancy.

It is strongly encouraged that maintenance staff attend the inspections and have ready access to basic repair materials such as caulking, insulation, smoke detectors, lights and extra batteries, etc. Often repairs can be made during the inspection and will not require a reinspection.

Passed Inspection

If a unit passes inspection, the inspector will give a verbal acknowledgement that the unit has passed. The inspector will compile a formal report that shows each criteria was inspected and that the unit met the minimum life, health, and safety inspection requirements. NSD will send copies of this report to the property manager and/or property owners.

Violations

In the event the inspector discovers a violation, the unit will be deemed as a "FAIL".

The NSD staff may, at their discretion, allow a small amount of time to remedy the violation while the inspector is on-premises in order to bring the unit into compliance.

Failed Inspection

If a unit fails, the inspector will give a verbal acknowledgement that the unit has failed, and indicate outstanding violations. The inspector will compile a formal report listing the violations, and may photograph the violations for our records. NSD staff will send copies of this report to the property manager/property owners.

***** A unit that has failed its initial inspection, no longer has a valid rental license and may not be occupied until it has passed the re-inspection.**

According to Section 635.120 of the Mission Municipal Code:

"When a rental dwelling or dwelling unit is determined to be unfit or hazardous pursuant to this Code or applicable Kansas Statutes, the rental dwelling license shall be revoked on the effective date of said determination. The dwelling shall be eligible to hold a rental dwelling license only after inspection and approval pursuant to the conditions established by the City."

30 days will be allowed to repair any outstanding violations and open the unit again for reinspection. During this period, the unit may not be occupied. Complexes may receive a citation for allowing a unit to be occupied without a valid rental license. Once the violation(s) has/have been repaired and the unit has passed inspection, the rental license is again valid.

Occupied Units

In the event the City should need to inspect an occupied unit, the owner/property management must first obtain the current tenant's signature on the tenant's "Consent to Right-of-Entry" form (see attachments). A representative for the owner/property management must also sign this form.

Occupied units will not be inspected or entered into until Neighborhood Services staff has copies of this completed form, prior to inspections.

This consent form must be obtained regardless of whether the tenant will be present during the inspection. Owners/property management should make every effort to supply vacant, made-ready units for inspection.

Re-inspections

Failed units must be re-inspected within 30 days of their initial inspection date. Re-inspections will be billed to the complex at a rate of \$200 per unit, per failure. If the unit fails again on a second re-inspection, the complex will have another 30 days to remedy the violations and will be subject to a second \$200 fee.

Re-inspections should be scheduled in the same manner as initial inspections. They may be scheduled the same day as initial inspections.

Cancellations/ Rescheduling

Cancellations must be made 24 hours in advance. Cancellations without proper notice will result in a \$200 fee assessed to the complex.

Pest Infestation

The presence of pests is a violation of the guidelines stated in this manual and the International Property Maintenance Code. If live pests/infestations are observed in a unit, that unit will fail the inspection. The unit must be re-inspected after the unit has received a pest treatment from a professional treatment company. A report documenting the treatment must be provided to NSD staff. If the problem does not resolve, further action may be required.

Mold/ Bacterial Growth

The inspectors cannot test or measure for mold. Only visible mold will be considered a violation. Conditions resulting in a favorable environment for mold will be addressed. Materials that have water damage or visible mold must be repaired or replaced depending upon the extent of the damage.

Tenant Requested Inspection (TRI)

A tenant/occupant may request a tenant requested inspection (TRI) for the rental residence/unit per Section 635.130 of the City Ordinance. A TRI occurs when previous attempts, by the tenant, to the complex management/landlord addressing the health, life, and safety issues in the residence have not succeeded. The City has limited jurisdiction and can only enforce minimum life, health, and safety standards according to City Ordinance and the described inspection criteria stated.

For the City to formally inspect a residence, a TRI form must be filled out and provide evidence supporting the violations of claims. If physical proof of previous written communication/correspondence cannot be provided, a written request will need to be sent to the complex management/landlord and allow for a reasonable amount of time for management to correct the issue(s).

If the complex manager/landlord does not correct the issue(s), the tenant will need to provide evidence along with submitting a signed request form to Neighborhood Services. City staff then will:

- Notify the landlord of the tenant requested inspection
- Determine if the issue fails to comply with basic life, health, and safety standards

Please keep in mind:

- The inspectors cannot test or measure for mold. Only visible mold will be considered a violation. In the case of mold, the tenant would need to hire an attorney or mold inspector for more in-depth inspections.
- The City has the authority only to require any verified violations be brought to minimum City Code requirements.
- The City cannot terminate or invalidate lease agreements. Please seek legal advice from an attorney.

Questionable Issues

Occasionally issues may be noticed at a complex that are not a clear code violation, or are not clear violations of life, health, and safety guidelines.

Neighborhood Services staff will typically work with complexes to bring these types of issues to a mutually agreeable resolution that protects the life, health, and safety interests of residents residing at the complex. The City will determine whether or not the issue should be remediated, and will work with the complex to determine when and how the issue can be resolved, if required.

In addition, complexes should be aware that the *entire* premises of a complex is subject to inspection and could result in a unit failing. Some examples include, but are not limited to: carports, exterior buildings, exterior stairways, entrances, concrete and asphalt etc.

If you have any questions, please do not hesitate to contact Neighborhood Services directly so that we can figure out solutions before your scheduled inspection.

Inspection Criteria

The criteria listed here comprise the life, health, and safety evaluation that the inspector will be performing. A violation of the criteria below is sufficient to fail the unit and incur a re-inspection fee of \$200.00 per unit.

Your building and living facilities must meet code requirements for the year in which they were built, and any additional code requirements incurred due to equipment replacements, unit remodels, or other updates (see §102.6 of the 2012 International Building Code and equivalent sections in other adopted codes). If the building inspector identifies a life, health, or safety issue not covered under these guidelines, the inspector and City will work with the complex to determine an appropriate course of action to remedy the problem (see the “Questionable Issues” section below).

Building Exterior and Site Conditions

*NOTE: The City of Mission will routinely monitor exterior conditions on the property through its regular property maintenance code enforcement program, which encompasses all structures in the city. While performing multi-family rental unit inspections, inspectors will examine the specific areas below. All areas of the property should be compliant with the International Property Maintenance Code (IPMC) 2012 and the laws and ordinances of the City of Mission.

Chimney

- Check chimney for deterioration, missing parts, settling and other defects.

Doors

- Check doors for defects, damage and improper installation.
- All exterior doors must have deadbolt locks. Such deadbolt lock shall be operated only by the turning of a knob or a key and shall have a throw of not less than 1-inch. All deadbolt locks shall be designed so as to be operable inside the unit without the use of a key, tool, combination thereof or any other special knowledge or effort.

Driveway

- Check driveway for excessive damage or holes.
- If the driveway is gravel, ensure that it is maintained free of vegetation and has clear borders.

Electrical

- Check all outdoor outlets and electrical facilities for broken or hazardous wiring, improper use of extension cords, missing cover plates on switches or outlets, cracked outlets, open grounds, and other electrical problems.

Exterior Walls and Surface Areas

- Check for damaged wall coverings, leaning or buckled walls, missing paint or other protective coverings, deterioration, and broken or splitting members.

Exterior Trim Areas

- Check all trim surfaces for missing paint, deterioration, missing members, rodent damage, or other defects.

Fence

- Check for broken or missing slats, missing paint, and other defects.

Foundation

- Check foundation for deterioration, structural cracks or defects, and water leaks.

Guttering

- Check guttering for loose, defective, or missing members.

Outside Storage

- Check all yard areas for unauthorized outside storage.

Premises Identification

- Check for address numbers on house or unit.
- Numbers must be legible from the street and contrast with background color.
- Numbers must be a minimum of 4" in height.

Roof

- Check roof for holes, deterioration, sagging, lack of drainage, or other defects including porch roof and supports.

Stairs, Rails, Porches, Decks

- Check these areas for defects, damage or safety hazards, such as broken or missing steps, tripping hazards, missing rails, structural damage, etc.
- A guardrail or handrail is required for stairways with four or more risers.
- Railing openings may be no larger than 4 inches on dwellings constructed after 1994.
- Balconies, porches, and deck guardrail/handrail should be able to withstand at least 200 pounds of give/pressure.
- Guards are required on every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches above the floor or grade. Guards shall not be less than 30 inches high above the floor of the landing, balcony, porch, deck, ramp or other walking surface.
- Check safety of electrical cords or outlets that are present on deck or porch. These outlets must function properly or be sealed off.
- Per Section 205.180, use of grills, smokers, or similar devices is prohibited with the exception of electric grills.
- Grills should be a minimum of 10 feet away from combustible materials when used. This also applies to the cooling down period.

Trash Cans and Storage of Solid Waste

- Check all yard areas for unauthorized outside storage.

Weeds

- Check for noxious weeds, weeds, grasses and other uncontrolled vegetation in excess of 8 inches in height.

Windows and Glass Doors

- Check for cracks and defects.
- Windows and doors located within 6 feet above ground level must have locks.
- Basement hatchways that provide access to a unit shall be equipped with devices that secure the units from unauthorized entry. They shall be maintained to prevent the entrance of rodents, rain and surface drainage water.
- Basement windows must be provided with rodent shields, storm windows or other approved protection against the entry of rodents.
- Check for required insect screens. Screens should be intact, mounted flush, and free of scratches, holes, or tears.

Interior Inspections

Access to Unit

- Access to individual units in multiple family dwellings or duplexes should be possible directly from the outside or from a public corridor and not by passage through another dwelling unit.

Appliances

- Check for secure covers and panels.
- Check for mold in dishwashers and refrigerators.
- Check for kitchen appliances to function properly.
- If buildings/complexes have washers and dryers, inspector will check dryer vents and washer hoses to ensure they are secure and functioning properly.

Ceilings

- Check for holes, missing sections, loose surface materials, cracks, bulging or buckling, missing ceiling tiles, unpainted/unsealed surfaces, water stains, and other similar defects.
- Habitable spaces, hallways, corridors, laundry areas, bathrooms and habitable basement areas must have a clear ceiling height of not less than 7 feet.

Electrical Service and Electrical Hazards

- Every dwelling unit must be provided with electrical service that is not less than 60 amperes, three wires. The size and usage of appliances and equipment shall serve as a basis determining the need for additional facilities.
- Check for broken or hazardous wiring, improper use of extension cords, missing cover plates on switches or outlets, cracked outlets, and other electrical problems.
- Every laundry room and every bathroom shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter (GFCI).

- While requirements vary depending on the year of building construction, the City **strongly recommends** installing GFCIs near open water sources, such as kitchen and bathroom sinks. **If renovations/remodels have occurred in kitchen/bathroom areas, GFCIs are required in those locations. GFCI distance from a water source is 6 feet.**
- Ensure all circuit breakers are properly and legibly labeled.
- Ensure the circuit breaker/fuse box is easily accessible and unobstructed by furniture or other items.
- Ensure outlet and switch covers are secure and unbroken.

Elevators

- In residential buildings with elevators, the owner or manager should maintain inspections. If there is a problem with the elevator, the inspector may ask to see the latest inspection record and can request that the elevator be inspected.

Evidence of Infestation/Live Pests

- Check for the presence of rats, mice, roaches or other vermin. If noted, the owner must provide effective extermination. Damaged items/structures must be repaired.
- In the event a complex has received several complaints concerning pest infestation, further actions may be made concerning the property and the health/ safety of the tenant.

Exits

- Check for proper exits. Individual dwelling units must have access directly to the outside or to a public corridor. Sleeping rooms below the fourth story must have at least one accessible window or exterior door (operable from inside). Sleeping areas in basements must have one emergency escape opening leading directly to the outside through a door or accessible window.
- To meet exit requirements, windows must be at least 5.7 square feet in size and no higher than 44 inches from the floor.
- Check for blocked exits due to storage.
- Occupants must be able to escape the inside of the room without the use of keys or tools.
- Bars, grills, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided they can be released or removed from the inside without the use of a key, tool, or force greater than that which is required for normal operation of the opening.

Floors

- Check for unsound or hazardous defects, large cracks, tripping hazards, buckling or major movement under walking stress, air infiltration and damaged or missing parts or sections.

Garbage and Debris

- Check for accumulations of trash and garbage, discarded furniture or other debris inside unit or in interior common areas.

Heating Equipment

- Every dwelling unit must be provided with heating facilities.
- Check for improper connection of flues, improper installation of equipment, missing or damaged panels, damage from rust or leaks, and make sure that no combustible materials are near a heat source.
- An 18-inch clearance must be maintained free of storage around heating equipment, including the furnace and gas water heater.

- If furnace has been red-tagged by utility company, the owner will be advised that equipment must be replaced or repaired before the unit can be occupied. If the unit is occupied, make sure any red-tagged equipment is not being used. The owner will be given a specific time to make repairs or replacements. The city can order the unit vacated if the problem is not corrected.
- If heating equipment is inaccessible, owners can provide written verification of safety of the system from a professional heating contractor.
- Unvented fuel-burning heaters are not permitted. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment must be provided for fuel-burning equipment.
- Facilities must be capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms, bathrooms and toilet rooms.
- Check the ceilings over heating equipment. These areas need to be sealed for firestop - small and large gaps should be filled with fire retardant insulation, insulation pillows, drywall, and/or insulation foam spray.
- Permits may be required for work completed on a furnace. Check with NSD staff.

Water Heater

- Check for any apparent safety hazards.
- Water heaters must have pressure relief valve and discharge line. The discharge line should be installed in a manner to prevent injury if discharged, and must discharge in the same space in which the hot water heater is located.
- Check to make sure relief discharge pipes are within 6 inches of the floor and empty into a drain.
- Relief discharge pipes should not terminate over the igniter plate, as the discharge line could blow on top of the igniter plate. It must be moved along side and next to the igniter plate and within 6 inches of the floor.
- Check for combustible materials near gas water heaters. A clearance of 18 inches must be maintained.
- If gas water heater is located in a bedroom or other living areas, it must have safety dividers or shields.
- If a water heater is not accessible (located in crawl space or other inaccessible place), the owner can provide written verification of safety of the unit from a licensed mechanical contractor.
- If the water heater is located in a garage it must be elevated 18 inches from the floor. (Most new water heaters may not require elevation. However, a copy of the manufacturer's installation requirements must be presented showing that unit does not require elevating.)
- A pan must be installed under water heaters that are mounted on wooden platforms.
- No pan is necessary, if the water heater is placed directly on concrete.
- Permits may be required for work completed on water heaters. Check with NSD staff.

Interior Air Quality

- If air quality is questionable, determine the source of the problem, if possible.
- If a gas smell is present, report to the gas service company immediately (800-794-4780)

Interior Stairs and Common Halls

- Check for loose, broken or missing steps.
- Check for loose/broken handrails, guardrails, and tripping hazards.
- All public hallways, stairs and other exit ways shall be adequately lit at all times.

Sink

- Every dwelling unit must be provided with a kitchen sink equipped with hot and cold running water.
- Plumbing fixtures must be properly connected to an approved sewage disposal system.
- Check for leaks under the sink.
- Garbage disposals must drain and be properly working.

Smoke Detectors

- Check for smoke detectors in units and determine if detectors are operational.
- Detectors connected to building wiring with battery backups are required in all sleeping rooms in new construction and construction built after 1994.
- If major construction occurs in any residence, all smoke alarms must be hardwired as part of the construction.
- Smoke alarms must be installed on the ceiling or within 3-12 inches of the ceiling if mounted on the wall and as follows: (1) outside each separate sleeping area in the vicinity of the bedrooms; (2) in each room used for sleeping; and (3) on each story of a dwelling unit, including basements and cellars.

Stove or Range

- Check stove or range for safety hazards.
- Check for any apparent electrical hazards (broken wires or elements) on electric ranges.
- On gas ranges inspect the connector (flexible pipe) and observe if there is a gas smell from the appliance. Report any gas odor to the gas company immediately. The range connector must not pass through the floor or any wall.
- If a problem is noted with the range, bring to the attention of the owner and/or tenant and advise that the appliance should be either repaired or replaced.

Toilet

- Every dwelling unit must be provided with at least one (1) toilet in a room that will afford privacy.
- Efficiency units must also be provided with a separate bathroom containing a toilet, lavatory and bathtub or shower.
- Flush toilet to determine if it is operational and drains appropriately. Check for leaks.

Tub or Shower

- Every dwelling unit must be provided with a bathroom containing a shower or bathtub in a room which affords privacy.
- Check operational status of tub/shower.
- Check for presence of water damage and/or mold around tub/shower area. To prevent water damage, all caulking must be in good condition and any tiling should be properly grouted and in good condition, with no missing tiles.

Ventilation in Bathroom

- Check for ventilation in bathrooms. Ventilation fans must be operable and any bathroom windows must be functional and remain open on their own.
- Exhausted air must be ventilated outside or into a space with outside ventilation and may not be recirculated into the unit.

Walls

- Check for unsound conditions such as severe bulging or buckling, leaning, damaged or loose structural members, large holes and air infiltration.

Wash Basin

- Every dwelling unit must be provided with a bathroom containing a wash basin i.e. sink. Check the basin for leaks and proper drainage. Check faucets for leaks, proper flow, and the presence of hot and cold water. Caulking/ grout should be in good condition and there should not be any apparent mold in the basin or the surrounding area.

Windows

- Check for broken or cracked panes, evidence of leaking and other defects.
- Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court for light and ventilation.
- Windows located within 6 feet above ground level must have locks.
- Windows should be able to remain open by themselves without needing to be propped.
- Check for required insect screens. Screens should be intact, mounted flush, and free of scratches, holes, or tears.

Other

- Check for and note any other hazard or safety condition existing in rooms.
- Include inspection for peeling or flaking paint in areas accessible to children in dwelling units before 1978 due to the possibility of lead paint existing in these dwellings.
- Areas of concern for lead paint include windowsills, handrails and other areas where small children can reach and chew on painted surfaces. Also look for flaking of paint from ceilings or walls onto the floor or other reachable surface.

Recommendations for Property Managers

- Schedule inspections throughout the year, rather than waiting until the fourth quarter.
 - Do a couple of units at a time every month, rather than completing all the units at once in September/ October.
 - **All units must be *scheduled* by October 1, and all initial inspections must be *completed* by November 1 of the inspection year. The months of November and December of the inspection year, will be for re-inspections only.**
 - Units should not have been inspected previously unless all the units in your complex have been inspected through the program.
- Schedule vacant and ready-made units whenever possible.
 - This makes for quicker inspections and you will not have to track tenants down to fill out consent forms.
- Be aware of permitting requirements! **Pull the required permits for any type of building activity, mechanical/electrical upgrades, plumbing, etc.**
 - This includes water heater installations/repairs, furnaces, air conditioning, decks, roofs, plumbing etc.
- Make sure your maintenance staff are familiar with these inspection requirements and local codes.
 - If they have any questions, please do not hesitate to contact Neighborhood Services.
 - If you have new staff or need a refresher, you may request a “mock” inspection once per year. During a mock inspection NSD will bring this manual and go over it in its entirety with maintenance staff.
- The Neighborhood Services Division can be reached at (913) 676-8360.
- Attached you will find our Tenant Consent Form, Owner Consent Form, and the Mission City Ordinance for Rental Properties.
- Please remember, *the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and whereas the City of Mission, Kansas is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and whereas, the Fair Housing groups and the U.S. Department of Housing and Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved upon investigation to be violations of the fair housing laws; and whereas, equal housing opportunity is a condition of life in our City that can and should be achieved.*

Building Permits

At any time during the year routine maintenance and repairs of your property may be required to obtain a building permit. Examples of such work include, but are not limited to:

- Roofing
- Doors and window replacements
- Water heater installation/ repairs
- Furnace installation/ repairs
- Air conditioning unit installation
- Electrical upgrades/ repairs
- Decks
- Stairs/Handicapped ramps
- Fences
- Pools

Emergency repairs outside of normal City business hours may be made and a permit obtained afterwards. Single trade permits (electrical, plumbing, mechanical) can usually be issued over the counter at the time of application. Roofing permits typically require a plan review which may take several days to complete. If you have questions regarding whether or not a permit is required or the process involved, please do not hesitate to contact the Community Development Department at (913) 676-8360.

To view the list of Mission permit application forms, please see our website at www.missionks.org.

Keep in mind that any contractor that performs work on your property must possess a Johnson County Contractor's License. To verify licensing please contact the Community Development Department.

Obtaining the proper building permit helps to ensure that work is done properly and according to code, and greatly reduces the risk of unit failure due to improper maintenance or upgrades.

Appendices and Attachments

Chapter 635: Rental Dwellings

Tenant Consent to Right of Entry

Owner Consent to Right of Entry

Chapter 635. Rental Dwellings

Section 635.020. Applicability.

[Ord. No. 1466 § I, 8-16-2017^[1]]

The provisions of this Chapter shall apply to all dwellings and dwelling units offered for rent or occupancy, including single-family dwellings, multi-family dwellings and dwelling units in owner-occupied dwellings. The provisions of this Chapter shall not apply to dwellings and dwelling units occupied by the owner, and/or the owner's immediate family (whether that relationship is by blood, marriage, or adoption). Furthermore, the provisions of this Chapter shall not apply to hotels and motels licensed by the State of Kansas, convents, monasteries, parish houses or rectories, mosques, temples, synagogues, hospitals, nursing homes, jails and residential dwelling units owned and operated by any housing authority of the City.

[1]

Editor's Note: Section II repealed former Chapter 635, containing Section 635.010 through 635.230. At the editor's discretion the unused Section 635.010 was left reserved.

Section 635.030. License Requirement.

[Ord. No. 1466 § I, 8-16-2017]

No person shall allow to be occupied or rent to another for occupancy any dwelling or dwelling unit unless the owner has first obtained a license under the terms of this Chapter. This applies to people who allow to be occupied or rent to another for occupancy at the time this Chapter is implemented. Failure to obtain a required license shall be unlawful. Each day that a person fails to have a license as required by this Section shall constitute a separate offense. Upon conviction, a person may be fined up to five hundred dollars (\$500.00) or sentenced up to five (5) days in jail, or both.

Section 635.040. Definitions.

[Ord. No. 1466 § I, 8-16-2017]

As used in this Chapter, the following terms shall have these prescribed meanings:

APARTMENT BUILDING

A building or structure containing more than six (6) rental dwelling units.

DWELLING

A building or structure, or portion of a building or structure, designed for or used for human habitation.

DWELLING UNIT

Any room or group of rooms located within a dwelling and forming a single habitable unit with cooking, living, sanitary and/or sleeping facilities.

IMMEDIATE FAMILY

One's spouse, child or adopted child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, or grandparent-in-law, grandchild, or any natural or adopted child or grandchild of one's spouse.

LAWFUL OCCUPANT

The occupant(s) of a dwelling or dwelling unit; or the owner of such that is unoccupied.

MANAGER

Any person who, alone or jointly or severally with others, does any of the following: shows rental dwelling units to prospective tenants; enters lease agreements on the owner's behalf; receives rent from tenants; and/or otherwise supervises the maintenance or management of the premises.

OCCUPANCY

The act of living, sleeping, cooking, eating or actually having possession or control of a dwelling or dwelling unit.

OCCUPANT

Any person(s) living, sleeping, cooking, eating or actually having possession or control of a dwelling or dwelling unit.

OWNER

Any person who, alone or jointly or severally with others:

1. Has legal title to any building with or without accompanying actual possession thereof; or
2. Has charge, care or control of any building or structure or part thereof as agent or personal representative of the person having legal title to the building or structure or part thereof; or
3. Has possession or right to possession under a contract for deed.

PERSON

Any individual, firm, corporation, association, partnership, cooperative or governmental agency.

PREMISES

The building(s) in which the rental dwelling unit(s) is located and all land appurtenant to such building(s) on a single parcel.

REGISTERED AGENT

The person designated by the owner to be the agent required by Section 635.060(A)(1) of this Code.

RENT

To provide or to offer for possession or occupancy a dwelling or dwelling unit to a tenant for consideration, pursuant to a written, oral, or implied agreement.

RENTAL DWELLING

A dwelling or dwelling unit(s) designed for or used for human habitation and offered to a non-owner or third-party for rent and/or occupancy.

RENTAL DWELLING LICENSE

A license issued by the City permitting a dwelling unit to be rented and/or occupied by persons other than the owner and the owner's immediate family (as related by blood, marriage, or adoption) subject to the terms of this Chapter.

SUBSTANDARD

As defined in Section 635.110.

TENANT

Any person who occupies a dwelling or dwelling unit, other than the owner, the owner's immediate family (as related by blood, marriage, or adoption), or any person residing with the owner.

Section 635.050. What The License Covers.

[Ord. No. 1466 § I, 8-16-2017]

A. One (1) rental dwelling license shall be issued for each premises with one (1) or more rental dwelling units and shall be deemed to cover all such dwelling units under common ownership on the premises.

B. The City shall have authority to exercise its licensing powers under this Chapter including the power to issue, renew, deny, revoke and suspend a rental dwelling license with respect to an entire premises or only a specific dwelling unit(s) found to be in violation of this Code.

Section 635.060. Application For Rental Dwelling License.

[Ord. No. 1466 § I, 8-16-2017]

A. The owner of each rental dwelling shall make a written application to the City for a rental dwelling license to carry on the business of renting residential dwellings. In addition, the owner of such rental dwelling(s) constructed or converted to rental usage shall make written application to the City for a rental dwelling license as herein provided prior to initial occupancy. Such application, including application for a provisional license, shall be made on a form furnished by the City for such purpose and shall set forth the following information:

1. Owner's name, address, telephone number and date of birth. If the owner is a partnership, the name of the partnership and the name, residence address, telephone number and date of birth of the managing partner. If the owner is a corporation, the name and address of the corporation and the name, residence address, telephone number and date of birth of the chief operating officer. A post office box is not acceptable as a mailing address for any such person.

2. In cases where the owner of a rental dwelling resides outside of Johnson County, the owner shall designate a registered agent who shall reside within the limits of Johnson County. That registered agent's name, address and telephone number must be included on the application. A post office box is not acceptable as a mailing address for a registered agent. The registered agent shall be jointly and severally responsible with the owner for:

a. The upkeep and maintenance of the premises;

b. Compliance with this Chapter and all other Codes regulating the premises; and

c. Acceptance, service or process of all notices under this Chapter.

3. Manager's name, address, telephone number and date of birth. If some natural person other than the owner, or registered agent is actively involved in and responsible for the maintenance and management of the premises, that person's name, address, telephone number and date of birth must be given in the application. A post office box is not acceptable as a mailing for any person.

4. Address identifying location of the rental dwelling.

5. Number and type of rental dwelling units in any building(s).

6. Year of construction of the building(s).

B. No application shall be considered without payment of the fee prescribed by Section 635.220.

Section 635.070. Expiration — Renewal.

[Ord. No. 1466 § I, 8-16-2017]

All rental dwelling licenses issued under this Chapter shall be renewed by January first (1st) of each year and shall be subject to renewal year to year as described in this Chapter. All licensees shall apply for renewal on a form provided by the City. The renewal application may be abbreviated as deemed sufficient by the City. No renewal shall be granted without payment of the required annual license fee.

Section 635.080. Licensing Standards.

[Ord. No. 1466 § I, 8-16-2017]

A. The following standards and conditions shall be met in order to hold a rental dwelling license under this Chapter:

1. The licensee or applicant shall have paid the required license fee;
2. The licensee or applicant shall have paid any and all required inspection and re-inspection fees;
3. If the licensee is a business entity required to register with the Secretary of State, then such entity shall be and remain in good standing with the Kansas Secretary of State.
4. The rental dwelling units shall not exceed the maximum number of dwelling units permitted by the zoning;
5. No rental dwelling or unit shall be over occupied or illegally occupied in violation of Title IV or Title V of this Code; 6. The rental dwelling shall not be under a condemnation as hazardous or unfit for human habitation under this Code or a State Statute;
6. The rental dwelling shall not be maintained in a substandard condition, as defined in Section 635.110. The owner shall not suffer or allow weeds, vegetation, junk, debris or rubbish to accumulate repeatedly on the exterior of the premises so as to create a nuisance condition; and
7. Rental dwellings shall remain in compliance with any and all other applicable City Codes/Buildings Codes.

Section 635.090. Periodic Inspections Of Apartment Buildings.

[Ord. No. 1466 § I, 8-16-2017]

A. The City shall be empowered to periodically inspect the interior and exterior of apartment buildings within the City to ensure compliance with this Chapter and other applicable Chapters, as set forth in Section 635.010. The City shall endeavor to inspect at least five percent (5%) of units in each apartment building annually, provided that a minimum of one (1) unit shall be inspected annually in each apartment building. The selection of individual units to be inspected shall be by the City pursuant to its policies.

B. The City shall provide reasonable prior notice and obtain the signed consent of the lawful occupant prior to performing a periodic interior inspection. The lawful occupant of a rental unit shall have the right to refuse entry for a periodic interior inspection pursuant to K.S.A. 12-16,138. If entry is refused, the City may request to enter and inspect a substitute unit within the same building or property. The City shall not seek an administrative search warrant or exercise other lawful means to enter a property solely for refusing a periodic interior inspection, but may otherwise seek entry for cause as set forth in Section 635.130.

Section 635.100. Minimum Inspection Standards.

[Ord. No. 1466 § I, 8-16-2017]

The minimum standard to be used for inspections shall be compliance with the International Property Maintenance Code, International Building Code, International Existing Building Code, International Residential Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Energy Conservation Code, and the National Electrical Code as adopted in Chapter 500 of this Code.

Section 635.110. Substandard Dwellings And Dwelling Units.

[Ord. No. 1466 § I, 8-16-2017]

A. The City shall determine if a rental dwelling structure or any rental dwelling unit therein shall be considered substandard. In doing so, the City shall utilize the definitions, criteria and standards for building safety and maintenance adopted in the Municipal Code of the City of Mission or incorporated therein by reference. Pursuant to the foregoing, the City shall establish a written guideline upon which the determination will be based. A copy of said guideline shall be available for review and inspection in the City Clerk's office.

B. Upon a determination that a dwelling or dwelling unit is substandard, the City shall give notice of the substandard conditions found and the corrective actions to be taken, and will specify the period of time the owner or registered agent has to perform those actions before further action is taken. Owners who fail to correct substandard conditions within the allotted time may be subject to denial, non-renewal, or revocation of their license to rent the substandard dwelling or dwelling unit pursuant to Section 635.140.

Section 635.120. Hazardous Or Unfit Dwellings.

[Ord. No. 1466 § I, 8-16-2017]

When a rental dwelling or dwelling unit is determined to be unfit or hazardous pursuant to this Code or applicable Kansas Statutes, the rental dwelling license shall be revoked on the effective date of said determination. The dwelling shall be eligible to hold a rental dwelling license only after inspection and approval pursuant to the conditions established by the City.

Section 635.130. Inspections For Cause; Right Of Entry.

[Ord. No. 1466 § I, 8-16-2017]

A. The City's representative responsible for the administration and enforcement of this Chapter may enter a building or premises at all reasonable times to conduct exterior and interior inspections of any rental dwelling:

1. Having received three (3) or more notices of violation of the International Property Maintenance Code during the annual rental licensing period;
2. When the lawful occupant of the dwelling requests an inspection;
3. When a dwelling unit within the same building or property has been determined to be substandard pursuant to Section 635.110; or

4. Where probable cause exists to believe that an unsafe, dangerous, or hazardous condition exists in such building or premises.

B. The City shall provide reasonable prior notice of entry to the lawful occupant and the owner, manager, or registered agent of the property. The City shall attempt to obtain entry from the lawful occupant and a consent form signed by the lawful occupant. If entry is refused, the City shall have the authority to seek entry pursuant to an administrative search warrant or other lawful means.

Section 635.140. Denial — Non-Renewal — Revocation — Suspension Of License.

[Ord. No. 1466 § I, 8-16-2017]

A. Failure to comply with the licensing standards as set forth in Section 635.080 shall be unlawful. If the City determines that any rental dwelling or rental dwelling unit fails to comply with the licensing standards, the City shall give notice of the violation. The notice shall provide:

1. That the City has determined that the building fails to comply with the licensing standards for the rental dwelling as set forth in Section 635.080 and the particulars thereof;
2. The specific reasons why the building fails to meet licensing standards, including copies of applicable inspection reports;
3. That the City will deny, refuse to renew, revoke or suspend the license or provisional license unless the owner appeals the determination within fifteen (15) days after receipt of the notice in the manner provided in Section 635.170;
4. That after any denial, non-renewal, revocation or suspension, the rental dwelling or the affected rental dwelling units therein must be vacated and shall not be reoccupied until a license is issued after approval by the City; and
5. A description of how an appeal may be filed under Section 635.170.

B. The City shall cause a notice to tenants to be prominently posted on the building. The notice shall indicate that the rental dwelling license for the building has been denied, revoked or suspended, whichever is applicable; that the action will become final on a specific date unless the building owner appeals and requests a hearing; that tenants may be required to vacate the building when the action becomes final.

C. The owner and/or owner's agent may be charged in Municipal Court for failure to comply with the licensing standards. If the Municipal Court determines that the violations of the licensing standards do in fact exist, then the owner and/or owner's agent may be fined in accordance with Section 100.100 of the City's Municipal Code. Each day that the violation exists shall constitute a separate offense. Any such conviction in Municipal Court shall result in immediate revocation of the rental dwelling license owner and owner's agent.

D. If the tenant fails to vacate the residence for which the license has been revoked, the tenant may be charged in Municipal Court for unlawful possession of a rental dwelling. Upon conviction, the tenant may be fined five hundred dollars (\$500.00) or sentenced up to five (5) days in jail, or both. Each such day that the tenant remains unlawfully in possession of the rental dwelling shall constitute a separate offense.

Section 635.150. Notices.

[Ord. No. 1466 § I, 8-16-2017]

Whenever a notice is required to be sent to or served upon the licensee of a rental dwelling under this Chapter, notice shall be deemed sufficient if sent by first class mail to the owner or owner's registered agent at the address specified in the last license application filed. Notice may also be sent to the manager of the premises. If the dwelling unit is not licensed pursuant to this Chapter, notice is deemed sufficient if sent by first class mail to the person listed for the purposes of paying taxes on the property. Notices so mailed are sufficient whether actually received or returned.

Section 635.160. Duties Of Licensee.

[Ord. No. 1466 § I, 8-16-2017]

A. Every holder of a rental dwelling license shall:

1. Receive a rental dwelling license certificate which shall contain the name and address of the owner of the rental property. Said certificate shall be maintained by the licensee on the premises, if possible, or at the licensee's principal place of business or with the registered agent, and shall be made available, upon request, to any tenant of a dwelling unit or to any official of the City.
2. Notify the City in writing of any changes of information contained in the last license application filed within thirty (30) days of such change.
3. Maintain a current register of all tenants and other persons with a lawful right of occupancy to a dwelling unit within the building. The register shall be kept current at all times. The licensee shall designate the person who has possession of the register. The register shall be available for inspection by the City at all times.

B. The owner of any dwelling that is required to be licensed by this Chapter shall, prior to the time of transfer of title of the dwelling, notify the new owner in writing of all unabated orders and violations issued by the City pertaining to such dwelling, as well as the requirement of law that the dwelling, upon transfer to a new owner, must be licensed with the City. A copy of the notification shall be mailed to the City within five (5) days of furnishing the notification to the buyer. If a corporation owns the dwelling, an officer of the corporation shall carry out the notification required by this Section. Time of transfer is the time upon the execution of any document providing for the conveyance of a dwelling required to be licensed.

Section 635.170. Appeals Procedure.

[Ord. No. 1466 § I, 8-16-2017]

- A. Any person wishing to appeal the determination, denial, non-renewal, revocation or suspension of a license or provisional license shall file a written notice of appeal with the City within fifteen (15) days after receipt of the notice of denial, non-renewal, revocation or suspension. The notice of appeal shall contain a statement of the grounds for the appeal and shall be accompanied by a fee of one hundred dollars (\$100.00).
- B. The appeal will be heard by a board comprised of one (1) City employee designated by the City Administrator, one (1) owner or manager of a licensed rental property not party to an appeal, two (2) residents of the City of Mission, one (1) member of the Mission Planning Commission and two (2) Code Officials from two (2) cities in Johnson County, Kansas. The board shall establish meetings on an as-needed basis.
- C. The hearing will be held no later than forty-five (45) days after the receipt of the written notice of appeal.
- D. At the hearing, the board shall hear all relevant evidence and argument. The board may admit and give effect to evidence that possesses value commonly accepted by reasonably prudent persons in the conduct of their affairs.
- E. The board shall render its decision in writing within fifteen (15) days after the close of the hearing. The decision shall determine whether the building or the dwelling units therein, meets the licensing standards of this Chapter and shall specify the factual basis for the determination.
- F. The board may affirm, modify or reverse the action appealed.
- G. Notice of the final decision of the board shall be served upon the license holder or applicant.
- H. A notice of the final decision shall be mailed to each occupant and prominently posted on the building. The notice shall indicate the date upon which tenants must vacate the building, if applicable, and shall clearly indicate which dwelling units are affected.

Section 635.180. Vacation Of Affected Dwelling Units.

[Ord. No. 1466 § I, 8-16-2017]

When an application for a rental dwelling license has been denied or a rental dwelling license or provisional license has been revoked, suspended or not renewed, the City shall order the dwelling or the affected dwelling units therein vacated, giving tenants a reasonable time to arrange new housing and to move their possessions.

Section 635.190. Operation Of Rental Dwelling Without License A Misdemeanor.

[Ord. No. 1466 § I, 8-16-2017]

A person who allows to be occupied or rents to another any rental dwelling unit without a license as required in Section 635.030 of this Code is guilty of a misdemeanor punishable as provided in Section 100.100 of the Municipal Code of Mission.

Section 635.200. License Non-Transferable.

[Ord. No. 1466 § I, 8-16-2017]

A. A license issued hereunder is non-transferable. A new license application shall be required for each change of ownership of a rental dwelling.

B. A new owner shall submit an application for a rental dwelling license in accordance with this Chapter (including rental license fee) no more than thirty (30) days from the date of taking title to the property, provided a rental license is still required for the property.

Section 635.210. Remedies In This Chapter Are Not Exclusive.

[Ord. No. 1466 § I, 8-16-2017]

The remedies provided in this Chapter are not exclusive. They are in addition to and do not supersede or preempt other remedies such as condemnation, written violation orders and warnings and criminal charges for violation of substantive provisions of any City or State Code relating to housing maintenance, fire safety, building codes, zoning, health and the like. Further, the remedies in this Chapter do not supersede or affect the legal rights and remedies of tenants provided under State law or this Code.

Section 635.220. License And Inspection Fees — Same To Act As Lien On Real Property.

[Ord. No. 1466 § I, 8-16-2017]

A. Annual license fees shall be assessed according to the following schedule:

1. Single-family/duplex property: sixty-two dollars (\$62.00).
2. Tri-plex property: thirty dollars (\$30.00) per unit.
3. Apartments and all other multi-family: ten dollars (\$10.00) per unit.

B. The initial periodic inspections described in Section 635.100 shall be at no cost to the owner. The City shall be empowered to recover part or all of its actual cost to perform all other inspections, including a reasonable administrative fee, from the rental property's owner. Inspections that the owner may be held financially liable for include, but are not limited to, inspections for cause pursuant to Section 635.130 and repeat inspections of property previously found substandard, unsafe, or dangerous. The administrative fee shall be in the amount set by Section 103.110 for the administrative costs of nuisance abatement. All license, inspection, abatement or other fees that remain unpaid thirty (30) days after the City has demanded the same shall act as a lien on the subject real property and be entered on the County tax roll when consistent with, and in a manner allowed by, the laws of the State of Kansas.



CONSENT TO RIGHT OF ENTRY
Landlord Form

DATE: _____

COMPLEX NAME: _____

UNIT ADDRESS: _____

THIS CONSENT TO RIGHT OF ENTRY (this "Consent") is executed and made effective as of the date set forth above (the "Date") by the undersigned owner or the authorized owner's agent, who hereby state(s) and agree(s) as follows:

I hereby represent, acknowledge, and agree that, as of the Effective Date, I am lawfully in possession of the unit address(s) described above (the "Premises"), along with all legal rights and appurtenances arising in connection therewith. I further represent, acknowledge, and agree that it is my intent at all times as owner or the authorized owner's agent to comply with, and to make reasonable efforts to ensure that the Premises complies with, all requirements and restrictions of all relevant provisions of the Municipal Code of the City of Mission, Kansas (the "Municipal Code"), including, but not limited to, Section 635.010 through Section 635.230, as amended from time to time (collectively referred to herein as the "Rental Inspection Ordinances").

The undersigned, as the owner or the authorized owner's agent of the Premises, I hereby provide my express consent and agreement to the Community Development Department of the City of Mission, Kansas, and/or to its designated officials or inspectors, upon giving reasonable prior notice to me and any other occupants, to enter into and upon the Premises at all reasonable times for the limited purposes of conducting inspections of the Premises, performing other actions reasonably calculated to further the purposes and objectives of the Rental Inspection Ordinances.

Signature: _____ Signature: _____
(Owner) (Owner's Agent)

Name: _____ Name: _____



CONSENT TO RIGHT OF ENTRY
Tenant Form

DATE: _____

COMPLEX NAME: _____

UNIT ADDRESS: _____

THIS CONSENT TO RIGHT OF ENTRY (this "Consent") is executed and made effective as of the date set forth above (the "Date") by the undersigned lawful occupant(s), who hereby state(s) and agree(s) as follows:

I hereby represent, acknowledge, and agree that, as of the Effective Date, I am an occupant of the premises described above (the "Premises"), and that I am lawfully in possession of the same, along with all legal rights and appurtenances arising in connection therewith. I further represent, acknowledge, and agree that it is my intent at all times as an occupant of the Premises to comply with, and to make reasonable efforts to ensure that the Premises complies with, all requirements and restrictions of all relevant provisions of the Municipal Code of the City of Mission, Kansas (the "Municipal Code"), including, but not limited to, Section 635.010 through Section 635.230, as amended from time to time (collectively referred to herein as the "Rental Inspection Ordinances").

As an occupant of the Premises, I hereby provide my express consent and agreement to the Community Development Department of the City of Mission, Kansas, and/or to its designated officials or inspectors, upon giving reasonable prior notice to me and any other occupants, to enter into and upon the Premises at all reasonable times for the limited purposes of conducting inspections of the Premises, performing other actions reasonably calculated to further the purposes and objectives of the Rental Inspection Ordinances.

Signature: _____

Signature: _____

Name: _____

Name: _____

Landlord Verification: The undersigned, as the owner or the authorized owner's agent of the Premises, hereby verifies the signatories above signed this consent in the undersigned's presence, and the signatories are collectively all of the "Tenants" under lease on the premises as of the Effective Date.

Signature: _____ Printed Name: _____