



**ORDINANCE NO. 206  
RENTAL HOUSING ORDINANCE  
CITY OF BRONSON  
BRANCH COUNTY, MICHIGAN**

ADOPTED: August 1, 2018  
EFFECTIVE: September 1, 2018  
AMENDED DATES: August 13, 2018; October 8, 2018

AN ORDINANCE to provide for the registration and regulation of rental housing located within the City of Bronson; to allow inspections; to provide penalties for violation; and to provide for the effective date of this ordinance.

CITY OF BRONSON, BRANCH COUNTY, MICHIGAN, ORDAINS:

**Section 1. Purpose and Intent.**

The City of Bronson ("City") recognizes the need for an organized inspection and registration program for residential rental units located within the City in order to ensure rental units meet all applicable laws, and to provide an efficient system for compelling both absentee and local landlords to correct violations and maintain, in proper condition, rental property within the City.

**Section 2. Definitions.**

As used in this ordinance, the following terms and words shall have the following meanings, unless the context clearly indicates that a different meaning is intended.

- a. "Code"- The International Property Maintenance Code, as adopted by the City of Bronson, shall be the established standards of enforcement under this ordinance.
- b. "Board of Appeals"- for the purpose of this ordinance, the City Council shall act as the Board of Appeals.
- c. "Residential Unit" - Any residential unit for which the tenant pays money or provides services to the owner of the property. This shall not include residences in which the Owner permits an immediately family member to reside, unless that family members provides payment or services beyond utility payments. Immediate family member shall mean within the first degree.
- d. "Dwelling unit" means a building, or portion thereof, designed for occupancy for residential purposes and having cooking facilities and sanitary facilities.



- e. "Landlord" means any person who owns or controls a dwelling, dwelling unit, or rental unit and rents such unit, either personally or through a designated agent, to any person.
- f. "Owner" means the legal title holder of a rental unit or the premises within which the rental unit is situated.
- g. "Owner-Occupied Rental Unit" means a rental unit that is occupied in whole or in part by an individual whose name specifically appears on the deed for the property where the rental unit is located.
- h. "Person" means any natural individual, firm, partnership, association, joint stock company, joint venture, public or private corporation, Limited Liability Company or receiver, executor, personal representative, trust, trustee, conservator or other representative appointed by order of any court.
- i. "Premises" means a lot, plot or parcel of land, including the buildings or structures thereon, which also includes dwelling units and dwellings.
- j. "Rental unit" means any dwelling unit or residential structure containing sleeping units, including but not limited to hotels, motels, bed and breakfast establishments, boarding houses, or sleeping rooms, which is leased or rented from the owner or other person in control of such units, to any tenant, whether by day, week, month, year or any other term.
- k. "Responsible local agent" means a natural person having his or her place of residence in the county and designated by the property owner as the agent responsible for operating such property in compliance with the ordinances adopted by the City.
- l. "Tenant" means any individual who has the temporary use and occupation of real property owned by another person in subordination to that other person's title and with that other person's consent; for example, a person who rents or leases a dwelling, dwelling unit, or rental unit from a landlord.

### **Section 3. Requirements.**

No person shall lease, rent, occupy, or otherwise allow a rental unit within the City to be occupied, unless all of the following requirements have first been met.



1. The owner of the rental unit shall have registered the rental unit with the City by completing and filing a current registration form with the City, as provided in Section 4 of this Ordinance.
2. An inspection shall have been completed to the satisfaction of the City's Ordinance Enforcement Officer.
3. A valid certificate of compliance shall have been issued by the City.
4. All fees charged by the City for the registration and inspection of the rental unit shall be paid in full.
5. Exemptions- Housing, which is inspected by an agency of the State of Michigan or the Federal Government, shall be exempt from the requirements of this Ordinance.

#### **Section 4. Registration.**

No person shall lease, rent, occupy, or otherwise allow a rental unit within the City to be occupied without first registering the rental unit with the City and designating a responsible local agent. All units must be registered with the City annually on or before September 1.

- a. **Registration Forms.** Registration shall be made upon forms furnished by the City and shall require all of the following information:
  1. The street address of the rental unit(s);
  2. The number and types of rental units within the rental property;
  3. Name, residence address, telephone number, and where applicable an e-mail address, mobile telephone number, and facsimile number of all property owners of the rental unit(s); and
  4. Name, residence address, telephone number, and where applicable an e-mail address, mobile telephone number, and facsimile number of the responsible local agent designated by the owner.
- b. **Accurate and Complete Information.** All information provided on the registration form shall be accurate and complete. No person shall provide inaccurate information for the registration of a rental unit, or fail to provide the information required for such registration. The registration form shall be signed by both the property owner(s) and the designated responsible local agent. Where the owner is not a natural person, the owner information shall be that of the president, general manager or other chief executive of the organization. Where more than one person has an ownership interest, the required information shall be provided for each such owner.



- c. **Change in Registration Information or Transfer of Property.** The property owner of a rental unit registered with the City shall re-register within sixty (60) calendar days after any change occurs in the registration information, including a change in ownership. If a transfer of ownership occurs and there is a current certificate of compliance on file, then the new owner will only have to pay the registration fee upon the expiration of the current registration, It will still be required that the new owner fill out a new registration form.
- d. **Registration Term and Renewals.** Annually on or before September 1 of each year every owner of a rental unit shall register the same with the City of Bronson.
- e. **Owner(s) and Responsible Local Agent.** The owner(s) and the designated responsible local agent shall be responsible for all of the following:
  - 1. operating the registered rental unit in compliance with all applicable City ordinances;
  - 2. providing access to the rental unit for the purpose of making any and all inspections necessary to ensure compliance with the applicable City ordinances;
  - 3. maintaining a list of the names and number of occupants of each rental unit for which they are responsible; and
  - 4. accepting all legal notices or services of process with respect to the rental unit,

## **Section 5. Inspections.**

All facilities, areas and rental units governed by this ordinance shall be inspected and shall comply with the standards and provisions of the ordinances and codes adopted by the City.

- a. **Biennial Inspections.** All rental units shall be inspected by the City's Ordinance Enforcement Officer at least once every other year. Prior to conducting initial inspections, the City may issue a temporary certificate of compliance as provided in Section 6(b). The City shall thereafter alternate inspections of rental units every other year. The inspection shall not, however, eliminate an owner's responsibility to register such rental units on an annual basis. Notwithstanding the above, rental units may be inspected at any time for any reason the City deems appropriate, including but not limited to: investigation of any valid complaint received by the City, structural or other damage to the rental unit, and medical or other public health emergencies.
- b. **Inspection Procedures.**



1. Once the City's Ordinance Enforcement Officer has determined that a rental unit is in compliance with all laws, the inspection required for issuance of a certificate of compliance shall be satisfied.
2. If, upon completion of an inspection, the premises are found to be in violation of the law, the City shall provide the registered local agent and/or owner with written notice of such violations and set a re-inspection date before which such violation shall be corrected. If such violations have not been corrected within that period, the City shall not issue the certificate of compliance and may take any action necessary to enforce compliance with applicable laws.
3. If there is a complaint filed on a rental unit with the City, the owner and/or responsible local agent will be notified in writing. In the event that the complaint is an emergency, as determined by the City, it will require immediate compliance. If the complaint is not an emergency, the owner will have fourteen (14) calendar days to correct such violation, after which a re-inspection or written verification from owner and/or responsible local agent and complaining party that the violation has been corrected will be required.
4. If an inspection is initiated by a complaint and no violation is found to exist, no inspection fee will be assessed against the owner of the inspected rental unit.
5. Where a re-inspection must be made to ensure conformity with this ordinance or before a certificate of compliance is issued for those rental units that have been issued violation notices, the City will charge a separate inspection fee for every inspection.
6. If an inspection is scheduled and the owner or responsible local agent fails to appear, an inspection fee shall be assessed against the owner and/or the responsible local agent, and no inspection shall be completed until the inspection fee is paid in full.
7. Administrative Search Warrant. The City's Building Official assigned to inspect a particular rental unit shall give confirmation notice, by first class mail, to the local agent and the tenant within seven (7) days of the scheduled inspection. The landlord, the tenant and the agent shall permit the inspection by the City's Building Official. The City Building Official shall advise the landlord, tenant and/or agent, at the time of the inspection, that the landlord, tenant and/or agent shall have the right to refuse entry if the inspector does not have a search warrant. The City inspector shall also advise the landlord, tenant and/or agent that, if the inspection is refused, an administrative search warrant will be sought. If the landlord, tenant and/or agent refuses to permit a scheduled inspection, the



inspector may, through the City Attorney, seek an administrative search warrant to conduct the inspection.

**c. Transfer of Ownership Inspections.**

1. When there is a transfer of ownership of any rental unit, including an owner-occupied rental unit, and a current certificate of compliance exists for the unit, then the City shall waive the inspection. The new owner shall comply with the requirements of Section 4(c) of this ordinance by re-registering the rental unit within sixty (60) calendar days following the transfer of the property.
2. When there is a transfer of ownership of any rental unit, including an owner-occupied rental unit, and a current certificate of compliance does not exist for the unit, then an inspection shall be conducted within thirty (30) calendar days following the notification of the transfer of ownership as required by Section 4(c). If violations are found, a notice of violation shall be issued to the owner.
3. If ownership of any rental unit is transferred contrary to subsection (c) (1) or (2) of this Section, or if the new owner fails to re-register a rental unit as required by Section 4(c), the certificate of compliance and rental unit registration shall be deemed to expire within sixty days of the transfer unless appropriate steps are taken to obtain a rental unit registration and certificate of compliance.

**Section 6. Certificate of Compliance**

No person shall own, operate, lease, rent, occupy, or otherwise allow a rental unit within the City to be occupied unless there is a valid certificate of compliance issued by the City for the rental unit.

- a. Requirements.** A certificate of compliance shall be issued only after all of the following requirements have been satisfactorily completed.
  1. Registration of the rental unit with the City;
  2. Designation of the responsible local agent;
  3. Payment in full of any and all required fees for registration, plus any penalties that may have been imposed on the property; and
  4. Inspection by the City's Ordinance Enforcement Officer resulting in a determination that the rental unit and the property complies with all laws.
- b. Temporary Certificates.** Temporary certificates of compliance may be issued without prior inspection by the City's Ordinance Enforcement Officer for those occupied rental units existing as of the effective date of this ordinance. Such temporary certificates of compliance may be issued as of the effective date of the initial registration following



the effective date of this ordinance to allow property owners to operate such rental units until such time as an inspection may be made by the City's Ordinance Enforcement Officer. At such time as an inspection is made and the City has determined that provisions of this Ordinance have been complied with the temporary certificate shall expire.

- c. **Posting of the Certificate of Compliance.** The certificate of compliance shall be displayed in a conspicuous place in each rental unit at all times, along with the name, address and telephone number of the responsible local agent.

### **Section 7. Structure Unfit for Human Occupancy**

- a. **Declaration.** Whenever the City's Building Official finds any rental unit or rental unit structure to be:
  - 1. A hazard to the safety, health or welfare of the occupants or to the public because it lacks maintenance;
  - 2. In disrepair, unsanitary, vermin-infested or rodent-infested;
  - 3. In violation of the minimum requirements of this Chapter, but has not reached the state of complete disrepair as to be subject to condemnation as a dangerous building;
  - 4. Is occupied by more occupants than permitted under this Chapter; or
  - 5. Erected, altered or occupied contrary to law.

The City's Ordinance Enforcement Officer may cause it to be posted as unfit for human habitation and order it vacated. It shall be unlawful to again occupy such rental unit or structure until it or its occupation, as the case may be, has been made to conform to the provisions of this Chapter.

- b. **Order to Vacate.** Any rental unit or rental structure found to be unfit for human habitation by the City's Ordinance Enforcement Officer shall be ordered repaired or rehabilitated to correct the conditions rendering the same unfit for human habitation. An order to vacate shall be in writing and include:
  - 1. The street number or other description of the real estate and rental unit(s) sufficient for identification.
  - 2. A description of the defects, conditions and/or violations of this Chapter,
  - 3. A directive that the rental unit or rental structure when vacated must remain vacant until the provisions of the order to vacate have been met, and the order to vacate has been withdrawn in writing.



4. A reasonable time limit for making the repairs, rehabilitation or correcting violations of this Chapter.
  5. State the time period in which occupants must vacate the structure.
  6. State that the order to vacate may be appealed to the Board of Appeals in accordance with the provisions of this Chapter and the procedure and rules promulgated by the Board of Appeals.
- c. Posting of Notice.** Any rental unit or structure declared unfit for human habitation shall be posted in a conspicuous place or places with a placard bearing the words: "CONDEMNED AS UNFIT FOR HUMAN HABITATION".
- d. Service of Notices or Orders.** A person shall be deemed to be served with a violation notice, final notice to repair or any other official notice or order of the City's Ordinance Enforcement Officer if a copy is served upon him or her personally; or if a copy is sent by regular mail to his or her last known address, and a copy is posted in a conspicuous place in or on the rental unit or structure containing the rental unit affected by such notice or order; or if he or she is served with a copy by any other method authorized by the laws of this State. The time of performance shall commence on the date of personal service or the date of posting or mailing, whichever is later.
- e. Emergencies.**
1. **Emergency Orders.** If the City's Ordinance Enforcement Officer determines that a condition exists or is likely to exist which is an emergency, the City's Ordinance Enforcement Officer shall immediately attempt to verbally notify the owner or owner's agent, and all occupants of the rental unit(s) of the nature of the emergency and verbally order the responsible party to immediately correct the condition(s) causing the emergency. The City's Ordinance Enforcement Officer shall prepare and serve a violation notice on the responsible party as soon as practicable after the verbal order has been given or attempted. Failure to comply with an emergency order is a violation of this Chapter.
  2. **Abatement of Emergency.** If the responsible party cannot be contracted by the City's Ordinance Enforcement Officer or if following a verbal order to correct an emergency condition, a responsible party fails to correct an emergency condition within the time allotted; the City's Ordinance Enforcement Officer may take all necessary and appropriate action to abate an emergency condition upon prior written approval of the City Manager.



## Section 8. Final Notice to Repair

- a. Notice.** Upon observing the continued existence of a violation of this Chapter as stated in a violation notice, the City's Ordinance Enforcement Officer shall serve a final notice to repair on the responsible party. The notice shall:
1. Specify the date of inspection and the address where the violation was found.
  2. Have attached a true copy of the violation notice.
  3. Include a description and location of each violation observed by the City's Ordinance Enforcement Officer.
  4. Order the responsible party to correct all listed violations by a specified date.
  5. State that each violation is a separate punishable offense.
  6. State that a re-inspection will be made to determine whether all violations have been corrected by the specified date.
  7. Advise the responsible party of applicable re-inspection fees charged by the City.
  8. State that failure to comply with the final notice to repair will result in prosecution.
  9. Inform the responsible party of the right of appeal before the Board of Appeals (City Council).
- b. Change of Ownership.** The City's Ordinance Enforcement Officer shall immediately issue a new violation notice or a final notice to repair, as the case may be, to any new person or persons assuming occupancy, ownership or the status of agent for any rental unit which has been cited for violations. The responsible party who has failed to comply with a violation notice and/or final notice to repair shall not be relieved of the responsibility of having violated any provision of this Chapter by transferring ownership or occupancy.
- c. Time to Correct Violations.** All violation notices shall provide a specified time period to correct the violation(s) in relation to the seriousness of the violation(s). The following time limits shall apply:
1. Not more than twenty-four (24) hours for an emergency violation.



2. Not more than ten (10) days for removing domestic refuse; to provide adequate heat or water; or to correct hazardous conditions.
3. Not less than thirty (30) days nor more than sixty (60) days for all other violations.
4. Violation notices Issued between October 31 and April 1 for exterior painting, or for any other exterior work adversely affected by cold or snow, shall provide additional time for completion of such work, but in no case longer than June 30.
5. The City's Ordinance Enforcement Officer may extend the time period for correction of violations if:
  - a. There are extending circumstances.
  - b. The responsible party has made a substantial and documented effort to correct violations within the time allotted. In no event shall the City's Ordinance Enforcement Officer grant an extension for more than double the time period allowed in the original violation notice. All extensions shall be in writing and served on the responsible party in the same manner as the violation notice.
6. Not more than one (1) extension shall **be** granted by the City's Ordinance Enforcement Officer. Further extensions, if any, may be granted only by the City Council/Board of Appeals for good cause shown.

**d. Recurrent Violations.** A responsible party who violates any provision of this Chapter in or about the same rental unit(s) in the same structure three (3) or more times in any consecutive twelve (12) month period, or who does not correct a cited violation within thirty (30) days after being convicted of or found responsible for violating a provision of this Chapter, shall be presumed to be a willful violator of the provisions of this Chapter and to be causing undue expense to the City in the administration of this Chapter. In such cases:

1. The city's Ordinance Enforcement Officer shall issue a final notice to repair after determining that a violation still or again exists.
2. The city's Ordinance Enforcement Officer shall specify the shortest time period permitted by this Chapter for the correction of any existing or further violation.
3. All inspections and/or re-inspection fees then in effect shall be doubled.
4. The city's Ordinance Enforcement Officer may revoke the responsible owner's license to maintain a rental unit(s) and/or order all occupants of such rental unit(s) to vacate the premises.



- f. Prosecution.** Upon failure of a responsible party to comply with a final notice to repair, the City’s Ordinance Enforcement Officer may refer the matter to the City Attorney for prosecution, or the City’s Ordinance Enforcement Officer may issue a court appearance ticket for such violation(s).
- g. Prosecution Not Delayed.** Nothing in this Section shall delay or be a cause of terminating the prosecution of a defendant for failure to correct violations of this Chapter noted in a final notice to repair or an emergency.
- h. Court Orders, Penalties and Fees.**

  - 1. **Violations.** A person maintaining a structure, contrary to this Chapter, shall be charged with maintaining a structure in violation of this Chapter. The complaint or appearance ticket may include one (1) or more violations any of which may individually constitute the maintenance of a nuisance.
  - 2. **Penalties and Sentencing.** The penalty for violation of this Chapter shall be as indicated in this Subsection. Any fine or jail sentence imposed by the court shall reflect the seriousness of each offense as well as the violator's previous history of recurrent violations of the provisions of this Chapter. Each day shall be deemed a separate offense. The City’s Ordinance Enforcement Officer may issue a separate appearance for violation of any provision of this Chapter; the court shall sentence the defendant to pay a fine of up to Five Hundred (\$500) Dollars or up to ninety (90) days in jail or both. The court may, in addition to such fine and/or such imprisonment, place the defendant on probation for any period of time and subject to any conditions permitted by State law. The court may also, in appropriate causes, suspend all or part of any fine or term of imprisonment imposed on such terms and conditions as the court deems appropriate. The court shall exercise its authority to sentence the defendant to a term or probation and to prescribe the conditions therefore and shall exercise its power to suspend all or part of any fine or term of imprisonment so as to bring about compliance with the terms of the Chapter and to prevent further violations
  - 3. **City Costs.** Upon conviction for violations of any provisions of this Chapter, the Court may, as a condition of probation if a term of probation is all or a part of the defendant's sentence, order the defendant to reimburse the City for all of the costs of enforcement of this Chapter attributable to the violations for which the defendant was convicted, including, but not limited to, the costs of inspection, prosecution and administration. If such a condition is not imposed, the City may file a civil action against the defendant and may upon proof of the defendant's conviction recover all of the costs referred to above. If the defendant is the owner of rental



property in the City, such costs may also be assessed by lien against the property of the defendant until paid.

**i. Civil Remedies for Violation.**

**1. Action in District Court.**

- a. In case any dwelling or rental unit is maintained in violation of any provision of this Chapter or of any order or notice given, or in case a nuisance exists in any dwelling or upon the lot on which it is situated, or within an accessory structure, the City, by and through the City's Ordinance Enforcement Officer, may institute an action in the Branch County District Court to prevent such unlawful maintenance; to restrain, correct or abate such violation or nuisance; to prevent the occupant of such dwelling, building, or structure; or to prevent any illegal act of conduct from existing in such dwelling or lot.
- b. The procedure for such action shall be the same as for an injunction or abatement of a nuisance under District Court rules, the statutes as provided for in common law.
- c. The judgment of the Court in such cause may direct the correction, repair or rehabilitation of the dwelling or building, or the abatement of the nuisance; may authorize a reasonable time within which the defendant may make such correction or abatement; and may authorize the City to execute and carry out the provisions of the judgment in case of default of the defendant.
- d. Whenever the City has incurred any expense in the enforcement of this Chapter or the judgment of the Court, the City may institute and maintain a suit against the owner of the premises in respect to which such expense that have been incurred and may recover the amount of such expense in addition to the costs of suit.
- e. The judgment of the court may order the vacation of the premises until the corrections, rehabilitations, or abatements are completed.

- 2. Lien on Premises.** In appropriate cases, the City shall have lien upon the premises for the expenses necessarily incurred in the execution of such judgment, which lien shall have priority over all other liens or encumbrances except taxes, assessments or mortgages recorded previous to the existence of such lien. Such lien may be foreclosed, as in the case of foreclosure of mortgages by court action, as established by the District Court rules and the statutes of the State in such cases made and provided.



3. Lis Pendens Notice. In any action instituted by the City under this Subsection, the City Attorney shall file in the Office of the Register of Deeds of the County a notice of the pendency of the action or proceedings, A notice may be filed at the time of the commencement of the action or proceeding, or at any time before final judgment or order, or at any time after the service of any notice or order issued by the City. The notice shall have the same force and effect as a lis pendens, as provided for in the statutes of the State. The Register of Deeds shall record it and shall index it to the name of each person specified in directions prescribed by the City Attorney. Any notice may be vacated upon the order of the judge of the court in which the action or proceeding was instituted or is pending, or upon consent in writing of the City Attorney. The Register of Deeds for the County shall mark the notice and any record as canceled of record upon the presentation for filing of consent or of a certified copy of the order.
4. Municipal Civil Infraction. In addition to any other penalty for violation of this Chapter, a person who violates any provision of this Chapter is responsible for a municipal civil infraction, subject to the payment of a civil fine of not less than fifty (\$50) dollars plus costs and other sanctions for each infraction. Repeat offenses under this Chapter shall be subject to increased fines as provided in this Code, as amended.

**Section 9. Fees.**

The City Council shall establish by resolution fees to be charged pursuant to this ordinance, including a registration fee, re-registration fee, inspection fees, and late fees. Late fees shall be imposed when registration (including re-registration) does not occur within the time limits set in this ordinance.

**Section 10. Severability.**

The provisions of this ordinance are hereby declared to be severable and if any clause, sentence, word, section or provision is declared void or unenforceable for any reason by any court of competent jurisdiction, it shall not affect any portion of this ordinance other than said part or portion thereof.

**Section 11. Effective Date.**

This ordinance shall take effect September 1, 2018.

If needed, property owners will be given a 6 months “grace period”, which will end March 1, 2019, to make any corrections or improvements prior to a first inspection.

The foregoing ordinance was duly adopted at a regular meeting of the Council of the City of



Bronson at which a quorum was present on July 9, 2018.

Motion by: Cox; Seconded by: Earl

Yeas: Cox, Earl, McConn, Cole, Kenny Nays: None Abstentions: None

Approved this 9th day of July, 2018.

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Alicia Cole  
Mayor

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Karen A. Smith  
City Clerk

