

Ordinance # 22-06-281

ORDINANCE OF THE CITY OF HORN LAKE, MISSISSIPPI, PROVIDING FOR THE
REGISTRATION, LICENSING, INVENTORY, AND MAINTENANCE OF
RESIDENTIAL RENTAL PROPERTIES

Whereas, the City of Horn Lake, Mississippi finds that certain of its residential neighborhoods have experienced declining property values, a concomitant of loss of City property tax revenue, and a decline in health,

safety, and the quality of life due to the lack of preventive and ongoing maintenance for an ever-increasing number

of rental properties owned and operated by landlords, many of which are absentee; and

Whereas, the City has received complaints from residents regarding unabated nuisances and risks to health, welfare, and safety caused by poorly maintained rental properties in their neighborhoods, including single

family homes, resulting in sanitation issues, traffic safety issues, environmental and health concerns, and various

other code violations; and

Whereas, the City finds and declares a compelling interest in establishing a standard for licensing, inventory, and maintenance of all properties that are rented or leased for residential occupancy, in order to ensure

decent, safe, and sanitary residential properties in the City and its residential neighborhoods; and

Whereas, the City has a duty and a real need to enact regulations that establish safe standards related to

preventative and ongoing rental property maintenance, and enable the City to effectively license, inventory, and

enforce maintenance of repair rental properties, in order to protect the overall health, safety and welfare of the

City's residents.

Whereas, Section 21-17-5 of the Mississippi Code authorizes the City to adopt ordinances with respect to

the care, management and control of its municipal affairs, property, and finances; and

Whereas, Section 21-19-25 of the Mississippi Code authorizes the City to adopt codes by ordinance dealing with the general public health, safety or welfare or a combination of the same.

NOW, therefore, be it ordained by the Mayor and Board of Alderman of the City of Horn Lake, Mississippi,

as follows:

1. TITLE

This Ordinance shall be known as the Rental Property Licensing Act ("RPLA") of the City of Horn Lake, Mississippi.

2. PURPOSE

The purpose of the RPLA is to preserve and promote the public health, safety, and general welfare of the City's residents and of the public generally, and to assure the proper maintenance of the City's residential rental housing stock.

3. DEFINITIONS

- a. Apartment: A Dwelling Unit located in a Multiple-Household Dwelling for the occupancy by one (1) Household, either rented or leased to the occupants.
- b. Boarding House: A building other than a hotel or motel where, for compensation and by the prearrangement for definite periods, meals and/or lodging are provided for two (2) or more persons (other than legally related family members) on a weekly or monthly basis.
- c. Building Official: The City official designated by the Mayor and Board of Aldermen to administer and enforce RPLA, and such representatives as may be appointed by such City official.
- d. City: The City of Horn Lake, Mississippi.
- e. Condominium: An estate in real property consisting of an undivided interest in common of a portion of a parcel of real property, together with a separate interest in space in a residential building on such real property.
- f. Cooperative: A Multiple Household Dwelling owned and maintained by the residents. The entire structure and real property are under common ownership, as contrasted to a Condominium Dwelling, where individual units are under separate individual occupant ownership.
- g. Dormitory: A residential building used as group living quarters for students of an institution of higher education, high school, middle school, or elementary school.
- h. Duplex: A detached residential building designed to be occupied by two (2) Households living

independently of each other.

i. Dwelling: A building, or portion thereof, that is designed and used for human habitation.

i. Dwelling, Single-Household: A detached residential building designed for occupancy by one (1) Household.

ii. Dwelling, Multiple-Household: A building or group of buildings, or portion thereof, that is occupied by two (2) or more Households occupying each unit independently of each other. The term "Multiple-Household Dwelling" shall be deemed to include Cooperatives, Duplexes, Timeshare Projects, Townhouses, and buildings containing Apartments and Condominiums. The provisions of RPLA shall apply both to specific Rental Units and the Owners of such Rental Units as well as to the homeowners' association or similar entity that owns, operates, manages, or maintains the Premises and Dwelling, or any portion thereof.

j. Dwelling Unit: A room or group of rooms occupied or intended to be occupied as separate living quarters for one (1) Household.

k. Fraternity or Sorority House: A residential building used as group living quarters for students of an institution of higher education who are members of a club, social activity, or organization, whether officially recognized by or associated with such institution of higher education or not.

l. Hotel or Motel: A building or group of buildings where lodging, food, and various personal services are provided for persons who are usually but not always transients for compensation.

m. Household: One (1) person living alone, or two (2) or more persons living together as a single housekeeping unit, whether related to each other legally or not. The term "Household" shall be deemed to include domestic servants employed by such Household when such servants are on premises residents. The term "Household" shall also be deemed to include groups occupying a Boarding House, Convent, Monastery, or other facility occupied by a religious order; Dormitory; Fraternity or Sorority House; Hotel or Motel; Rooming House; or similar Dwelling for group use that is not exempt under the provisions of RPLA.

n. Manage: (for purposes of this ordinance) To exercise control over the premises on behalf of the owner, including but not limited to the act of receiving and depositing, directing the deposit or otherwise exercising control over rent payments, whether any other manifestations of control are

exercised.

o. Owner: Any Person that individually, jointly, or severally with others: (1) has legal or equitable title to any Premises, Dwelling, Dwelling Unit, or Rental Unit, with or without accompanying actual possession thereof; or (2) has charge, care, or control of any Premises, Dwelling, Dwelling Unit, or Rental Unit as agent of the Owner or as receiver, executor, administrator, trustee, or guardian or the estate of the beneficial Owner. Additionally, for purposes of this ordinance, the Person receiving the ad valorem tax notice for the Premises, Dwelling, Dwelling Unit, or Rental Unit sent by the DeSoto County, Mississippi Tax Collector shall be deemed an Owner.

p. Person: An individual, firm, association, organization, partnership, trust, company, cooperation, or other legal entity. The term "Person" shall be deemed to include any agent, assignee, receiver, executor, administrator, trustee, or guardian thereof.

q. Premises: A lot, plot, or parcel of land upon which a Dwelling is located, including any other structures thereon, more particularly described by its legal description as recorded in the land records of DeSoto County, Mississippi.

r. Rental License: A license issued pursuant to RPLA by the Building Official allowing a Person to own, operate, manage, or maintain a Single-Household or Multiple-Household Dwelling located in the city, containing one (1) or more Rental Units.

s. Rental Unit: A Dwelling Unit that is currently rented or leased to one (1) or more tenants, at least one (1) of whom is not legally related to the Owner of such Dwelling Unit.

t. Rooming House: A building where lodging only is provided for compensation to two (2) or more persons.

u. Same Ownership: Ownership by the same individual, association, organization, partnership, trust, company, cooperation, or other legal entity; or ownership by different individuals, firms, associations, organizations, partnerships, trusts, companies, corporations, or other legal entities; in which an associate, member, partner, trustee, of shareholder, or a member of his/her family, owns a legal or equitable interest in each firm, association, organization, partnership, trust, company, corporation, or other legal entity.

v. Tenant: Any individual who occupies or has a leasehold interest in a Rental Unit under a lawful lease or rental agreement, whether oral or written, express or implied.

w. Timeshare Project:: A project in which a purchaser receives the right in perpetuity, for life, or for a term of years to the recurrent, exclusive use or occupancy of a Dwelling Unit, annually or on some other periodic basis, for a period of time that has been or will be allotted from the use or occupancy periods into which the project has been divided, or a project in which a license or contractual or membership right of occupancy is not coupled with an estate in the real property.

x. Townhouse/Duplex: A Multiple-Household Dwelling constructed as a series or group of attached Dwelling Units with property lines separating each unit.

4. APPLICABILITY

The RPLA shall apply to all residential rental properties in the City, as provided for herein, regardless of when the Dwelling was constructed or was first rented or leased.

5. BUSINESS/RENTAL LICENSE

a. Business License required. It shall be unlawful for any Person to own, operate, manage, or maintain a Single-Household or Multiple-Household Dwelling containing one or more Rental Units, without a current and valid Business License issued by the City.

b.

Rental license requiredIt shall be unlawful for any Person to own, operate, manage, or maintain a Single-Household or Multiple-Household Dwelling containing one or more Rental Units, without a current and valid Rental License having been issued by the City for each such Dwelling. Any Person owning, operating, managing, or maintaining more than one (1) such Dwelling shall obtain a Rental License for each separate location. It shall further be unlawful for any person to occupy any such dwelling that does not have a current and valid Rental License, after such occupant has been given not less than fifteen (15) calendar days written notice of such deficiency.

c. Application. A written application for a Rental License, signed by the Owner and his/her/its registered agent (if the Owner is not a resident of DeSoto County), shall be filed with the Building Official, on a form provided by the Building Official for such purpose. The following information shall be required in the application:

i. The street address of the Dwelling.

ii. The name, physical and mailing addresses, telephone number, telefax number, and email address of each owner within the Same Ownership.

iii. The name, physical and mailing addresses, telephone number, telefax number, and email address of a registered agent residing in DeSoto County, Mississippi, designated to receive notices and service of process on behalf of the Owner.

d. Duration: A Rental License shall be valid for a period of one (1) year from its issuance date. An application for renewal may be filed within thirty (30) days prior to the expiration date. There is no grace period for renewal. It shall be unlawful for a Person to continue owning, operating, managing, or maintaining a Rental Unit for which the Rental License has expired.

e. Updates required: If subsequent to the issuance of a Rental License, the Dwelling for which such Rental License was issued is modified with the effect of adding or removing Dwelling Units, such Rental License shall be updated within (30) calendar days after such modification to reflect the new number of Dwelling Units.

f. Display. A rental License issued pursuant to RPLA for a Multiple-Household dwelling shall be displayed in a conspicuous place at the rental unit office, to which all Tenants have access.

6. RENTAL LICENSE FEE

No Rental License shall be issued until all requirements of RPLA have been satisfied, including payment of the Rental License fee. The annual fee for a Rental License shall be \$50.00 per Dwelling or Rental Unit up to three (3) units under the Same Ownership, and \$200.00 per Dwelling or Rental Unit for four (4) or more units under the Same Ownership, with the exception of Apartments for which the fee shall be

\$50.00 per Dwelling Unit plus \$500.00 per building. The Rental License fee is payable per year and is non-refundable. Should payment be made by check or other instrument that is not honored or returned for insufficient funds, the Rental License for which such payment was made shall become null and void without additional action by the City. The fee shall be paid at the time the initial Rental License application is filed and at the time each renewal is filed. The fee for issuing a replacement or duplicate Rental License shall be \$200.00. When a Rental License is updated to reflect the addition of Dwelling Units to a Dwelling, an additional fee for such Dwelling Units shall be paid pro-rated for the remaining term of each Rental License. The Rental License application must be filed and the Rental License fee paid before any new Dwelling or Rental Unit is occupied.

7. INVENTORY

Each Owner must submit a complete list of Dwelling or Rental Units (including vacant units), by address, to the Building Official at the time the Owner obtains or renews a Business License and six (6) months thereafter (i.e. semi-annually). For each Dwelling or Rental Unit, the list must contain the Tenant(s)'s full name as listed on the lease or rental agreement. All vacancies and changes in occupancy must be submitted

to the Building Official within thirty (30) calendar days of the vacancy or change in occupancy occurring.

8. COMPLIANCE STANDARDS

a. Obligation to comply. The Owner of a Rental Unit in a Single-Household or Multiple-Household Dwelling located in the City shall be responsible for complying with each of the following:

- i. The provisions of RPLA.
- ii. All housing codes of the City, however titled or designated.
- iii. Technical codes of the City in effect at the time building permit(s) was issued for such Dwelling, including the building, electrical, plumbing, and mechanical codes.
- iv. The zoning ordinance and the subdivision and environmental ordinances, codes, and regulations of the City, including but not limited to the property maintenance ordinance(s).
- v. State and federal housing laws and administrative regulations.
- vi. Judicial and administrative decrees enforcing any of the provisions of RPLA; the housing code, technical code, zoning code, and subdivision and environmental regulations of the City; and/or state and federal housing laws and administrative regulations.

9. NOTICES, ORDERS AND ENFORCEMENT

a. Notice of Violation; Order to Comply. Whenever the Building Official determines that there is a violation of the provisions of RPLA or has grounds to believe that a violation may have occurred based on a complaint filed by a Tenant or any City department to that effect, the Building Official shall give notice of such alleged violation and an order to comply to the Owner or the Owner's registered agent: Such notice and order shall be in writing and include the following:

- i. A description of each offending Rental Unit, Dwelling Unit, and/or portion of the Dwelling and Premises sufficient for identification.
- ii. A statement of the reasons for which the notice is being issued.
- iii. Correction order for completion of the repairs, alterations, or improvements required to

bring each Rental Unit, Dwelling Unit, Dwelling, and Premises into compliance with the provisions of RPLA or the applicable code or regulation.

b. The Owner, Owner's registered agent, or other representative of the Owner shall respond, in writing, to the notice and order within fifteen (15) working days and provide a plan to correct the violation(s) and to maintain compliance with the provisions of RPLA or the applicable code or regulation.

c. All work necessary to remedy the violation(s) shall be completed within thirty (30) calendar days of the date of the notice and order. However, if all such work cannot reasonably be completed within such thirty (30) day period, but such work is commenced and diligently pursued, the Building Official may, in his/her sole discretion, extend the time for such work to be completed.

d. The Owner, Owner's registered agent, or other representative of the Owner shall notify the Building Official once all work necessary to remedy the violation(s) has been completed. The Building Official shall inspect the Rental Unit, Dwelling Unit, Dwelling, and Premises to confirm whether the violation(s) has been remedied and for compliance with the provisions of RPLA or the applicable code or regulation.

e. Failure to complete all work necessary to remedy the violation(s) within thirty (30) calendar days of the date of the notice and order or within any extension approved by the Building Official shall constitute a violation of this ordinance.

f. Warrant Requirement. If the Owner or Tenant of any Premises refuse access to property for any reason upon request of City officials, to carry out enforcement of this ordinance, the City may make application to the appropriate judicial officer for a warrant based upon constitutional standards at the time of application, and shall not make entry in absence of consent, lawful warrant, or legal authority.

10. TRANSFER OF OWNERSHIP

a. Notification to City; New Owner's Obligations. If an Owner sells or otherwise conveys his/her/its interest in a Dwelling for which a Rental License is currently issued, the new Owner shall notify the City within fifteen (15) working days after such sale or conveyance and provide the City with all information required of the original Owner on the application for such Rental License. The new Owner shall designate a new registered agent residing in DeSoto County, Mississippi, to

receive notices and service of process.

b. Disclosure of violations and uncured order. It shall be unlawful for the Owner of any Dwelling who has received a notice of violation and an order to comply pertaining to such Dwelling, which violation remains uncured, to sell or otherwise convey his/her interest in such Dwelling unless he/she has furnished the vendee or grantee a copy of such notice and order to comply and has given the Building Official a notarized statement from the vendee or grantee acknowledging the receipt of the same and accepting legal responsibility for curing the violation.

11. SUSPENSION OF RENTAL LICENSE

a. Cause. An Owner's Rental License for a Dwelling or Rental Unit shall be suspended if, after having received written notice of a violation, the Owner fails to comply with the correction order within the time set forth herein or as may be extended by the Building Official and takes no appeal.

b. Effect of suspension. It shall be unlawful for any Person to continue owning, operating, managing, or maintaining a Dwelling or Rental Unit for which the Rental License has been suspended.

c. Restoration. A suspended Rental License shall be restored upon compliance with the correction order and request for the restoration by the Owner.

12. EXEMPTIONS

The provisions of RPLA shall not apply to:

a. Housing accommodations in any hospital, out-patient facility, rehabilitation center, assisted care facility, or nursing home.

b. Housing accommodations in any convent, monastery, or other facility occupied exclusively by a religious order with a valid section 501(c)(3) charitable or educational certification.

c. On-campus Fraternity or Sorority Houses that are owned, operated, managed, and maintained by an institution of higher education.

d. On-campus Dormitories that are owned, operated, managed, and maintained by an institution of higher education, high school, middle school, or elementary school.

e. Hotels, Motels, and RV park cabins.

f. Housing that is owned, operated, managed, and maintained by a government agency or authority.

13. APPEALS

An Owner or Tenant who disagrees with a determination or order of the Building Official under RPLA,

which determination or order concerns his/her Premises, Dwelling, Dwelling Unit, or Rental Unit, may appeal such determination or order to the Mayor and Board of Aldermen. The appeal shall be filed with the City Clerk within ten (10) working days from the date of the Building Official's determination or order. The appeal shall be in writing and shall state the reason(s) why the Owner/Tenant disagrees with such determination or order.

14. VIOLATIONS

Any Person who violates any provision of RPLA shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine in a sum not to exceed one thousand (\$1,000) per day for each offense. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

15. NO WARRANTY BY CITY

By adopting and undertaking to enforce RPLA, neither the City nor its Mayor, Board of Aldermen, officials, employees, or agents warrant or guarantee the safety, fitness, or suitability of any Premises, Dwelling, Dwelling Unit or Rental Unit located in the City. Owners and Tenants should take whatever lawful steps they deem appropriate to protect their interests, property, health, safety, and welfare. A warning in substantially the foregoing language shall be printed on the face of every Rental License.

16. SEVERABILITY

Every section, subsection, or provision of RPLA is declared separable from every other section, subsection, or provision to the extent that if any section, subsection, or provision of RPLA shall be held invalid, such holding shall not invalidate any other section, subsection, or provision thereof.

17. EFFECTIVE DATE

This ordinance shall become effective and be in full force from and after being certified by the City Clerk, signed by the Mayor or Board Majority, recorded in the ordinance book, published and after waiting one month after the date of passage.

After first having been reduced to writing, then read and considered section by section and as a whole by

the Mayor and Board of Aldermen, a motion was properly made by Alderman __DuPree__ and duly seconded

by Alderman ___Young___ for the adoption of this ordinance. A roll call was taken with the following results:

Alderman Klein: Nay

Alderman Johnson: Nay

Alderman Guice: Nay

Alderman Bostick: Yea

Alderman DuPree: Yea

Alderman Bledsoe: Yea

Alderman Young: Yea

The foregoing ordinance was adopted this the 21st of June, 2022.

Mayor

Attest:

City CAO/City Clerk

Seal

Order #06-18-22

Order to approve lighting project

Be it Ordered:

By the Mayor and Board of Aldermen to approve the Interstate Blvd/Nail Rd lighting project of 50 new light poles and LED lights from Entergy with a projected cost of \$2,070.90 per month.

Said Motion was made by Alderman Guice and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman

DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 21st day of June, 2022.

Mayor

Attest:

CAO/City Clerk

Seal