



**AGENDA FOR THE  
ENGLEWOOD CITY COUNCIL  
STUDY SESSION  
MONDAY, DECEMBER 3, 2012  
COMMUNITY ROOM  
6:00 P.M.**

- I. **Englewood Academy**  
Representatives from the Englewood Academy will be present to discuss the charter school with City Council.
- II. **Clarkson Closure Update**  
Community Development Director Alan White and Public Works Director Rick Kahm will provide an update on the closure of South Clarkson Street.
- III. **Westminster Hotel Regulations**  
Westminster Lead Housing Inspector Holly Clayton will discuss hotel regulations with City Council.
- IV. **City Manager's Choice**
- V. **City Attorney's Choice**

# A School of Choice for Englewood



# How is a charter school funded?

- Per Pupil Rate-very similar to how the district is funded
- Target Population includes elementary students from outside the boundaries of Englewood and students that have left the district already
- Per EPS 2011 CAFR, Englewood enrollment in 2002 was 4,327. By 2011, enrollment is 2,992

# The Impact

- 200+ students to the district who open-enroll with Englewood Academy
- The District will receive up to 5% of PPR – \$298 per student
- Englewood Academy must contract with The District for special education services for Year 1. This has been quoted as \$893 per student.
- Choice of Education for Children provided within Englewood city limits

# Neighboring Districts & Charter Schools

The Benefit of Charter Schools to a  
School District

See scores at [schoolview.org](http://schoolview.org)

# Douglas County

## District

Percent Proficient / Advanced in Math & Reading

Math: **82%** / Reading: **82%**

## Charter Schools in Douglas County School District

- ❖ Academy Charter: **84%** / **86%**
- ❖ American Academy: **92%** / **91%**
- ❖ Challenge to Excellence: **87%** / **86%**
- ❖ North Star: **92%** / **88%**
- ❖ Platt River: **95%** / **92%**

# Jefferson County

## District

Percent Proficient / Advanced in Math & Reading

Math: **73%** / Reading: **78%**

## Charter Schools in Jefferson County School District

- ❖ Collegiate Academy: **78%** / **79%**
- ❖ Lincoln Academy: **82%** / **80%**
- ❖ Dennison Elementary: **98%** / **98%**
- ❖ D'Evelyn Jr. High: **95%** / **94%**

# DPS

## District

Percent Proficient / Advanced in Math & Reading

Math: **52%** / Reading: **49%**

## Charter Schools in Denver Public School District

- ❖ Omar D. Blair: **66%** / **69%**
- ❖ Highline Academy: **75%** / **81%**
- ❖ Denver School of Science and Tech.: **76%** / **72%**
- ❖ Odyssey Charter: **73%** / **87%**

# Littleton Public Schools

## District

Percent Proficient / Advanced in Math & Reading

Math: **82%** / Reading: **83%**

## Charter Schools in Littleton Public School District

- ❖ Littleton Academy: **90%** / **93%**
- ❖ Littleton Prep: **77%** / **81%**

# Englewood Public Schools

There are no charter schools in Englewood

## Elementary Students

### Percentage Proficient/Advanced

Reading	60.6%	Fed/State Expectation	71.5%
Math	59.7%	Fed/State Expectation	70.5%
Writing	48%	Fed/State Expectation	54.7%
Science	27%	Fed/State Expectation	48%



# M E M O R A N D U M

## C O M M U N I T Y D E V E L O P M E N T

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TO: Mayor Penn and City Council

THROUGH: Gary Sears, City Manager

FROM: Alan White, Community Development Director ✓  
Rick Kahm, Public Works Director ✓

DATE: December 3, 2012

SUBJECT: Clarkson Closure Update

Since adoption of the ordinance vacating the 3400 Block of South Clarkson Street, staff has been working with Craig and Swedish representatives to finalize emergency routes, signage and other traffic management related improvements in the vicinity of the two hospitals.

Attached is a memo from RTA Architects that outlines the schedule and scope of the off campus work Craig will undertake. Traffic Division staff have reviewed and approved the scope of the off campus work. This includes the installation of new signal cameras at the Hampden/Logan and Hampden/Clarkson intersections, two new flashing LED pedestrian crossing signs, and two radar speed warning signs. (See page 3 of the handout.) The funding for the two radar speed warning signs is currently being discussed between the two hospitals.

The emergency routes (page 4 of the handout) have been reviewed by City emergency response personnel as well as the Director of Emergency Services at Swedish. The routes have been approved. The traffic signage (page 5 of the handout) identifying the emergency routes is conceptual and Craig and Swedish representatives are working on finalized wording. The area will be monitored and slight modifications to the signage system may be needed in the future.

The eastbound art shuttle route will be modified to go north on Logan, east on Girard, joining the existing route at Clarkson and Girard. The stop on Hampden between Pennsylvania and Pearl will be moved to the southwest corner of Girard/Pennsylvania and the Clarkson stop will be moved to the southwest corner of Girard/Clarkson. Craig will incur the expense of moving the stops and printing new route maps. Advanced notice of the changes will be posted on the shuttle buses and at the affected stops.

The schedule calls for the closing of Clarkson on January 21, 2013. The City is requiring that all of the off campus work be completed prior to the actual closing, with the exception of the flashing LED pedestrian crossing signs and the radar speed warning signs to be placed on old Hampden.



## PRINCIPALS

Randy J. Thome AIA  
John C. Hoelscher AIA  
R. Perry Lewis AIA

November 28, 2012

Craig Hospital expansion project:

## Clarkson Closing, Off Campus Work Requirements and Schedule

### SITE WORK SCHEDULE:

- December 14<sup>th</sup> – final site construction civil documents
- December 18<sup>th</sup> – Submit to city for permit
- January 7<sup>th</sup> – Begin closing of Clarkson notices and temporary signage
- January 18<sup>th</sup> – Pull permit for site work
- January 21<sup>st</sup> – Official closing of Clarkson to thru traffic
- January 22<sup>nd</sup> - Begin temporary Clarkson turnaround south of bridge
- February 11<sup>th</sup> – Drop-off complete at temporary turnaround south of bridge
  - Construct safety fencing around north end of Clarkson for staging
- February 18<sup>th</sup> - begin site demolition for north addition
- March 4<sup>th</sup> - begin excavation for north addition, and balance of the project

### OFF CAMPUS WORK SCHEDULE:

- November 21<sup>st</sup> – Meet with fiber installers and define scope and cost
- November 21<sup>st</sup> – Meet with signage suppliers and define scope and cost
- November 27<sup>th</sup> – Meet with city - determine fiber and signage install contract path and cost reimbursement
- November 26<sup>th</sup> – meet with Art Bus to determine final route change, determine signage changes and timing of reprinting maps and booklets. Determine cost reimbursement.
- November 28<sup>th</sup> – Receive fiber and signage installation costs and direct contract for services
- December 17<sup>th</sup> begin work on Fiber install and 2 camera installations
- January 7<sup>th</sup> – begin remote signage install to reroute Clarkson Emergency traffic
- January 14<sup>th</sup> – Install/change out local signage at Clarkson/Girard/Hampden
- January 16<sup>th</sup> – all work completed for Fiber install, Camera install and signage install.
- January 21<sup>st</sup> – Official closing of Clarkson to thru traffic.

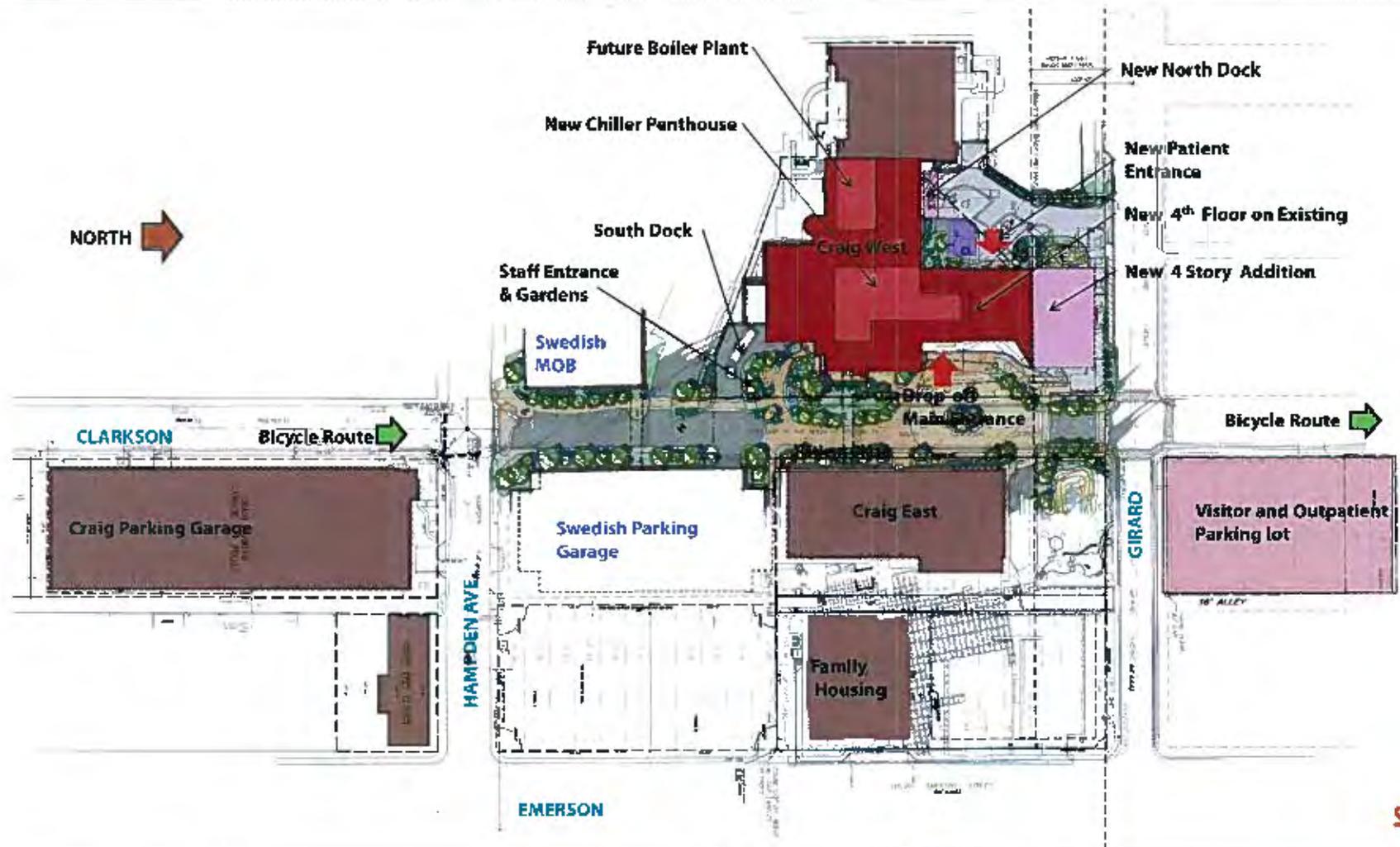
### OFF CAMPUS WORK REQUIREMENTS/SCOPE:

- Install fiber cabling to 4 intersections:
  - Logan/Girard, Logan/Hampden, Hampden/Clarkson, Hampden/Downing
- Install traffic cameras at 2 intersections: (PTZ, VDC)
  - Logan/Hampden, Hampden/Clarkson
- Install neighborhood signage to reroute emergency traffic to Swedish ED:
  - See attached signage graphic for specifics
- Install 2 Medical District Speed Limit 20 MPH signs along Hampden:
  - See attached signage graphic for specifics.
- Install 2 flashing LED Pedestrian crossing signs:
  - Pearl and Hampden east crosswalk
- Install EVP at Clarkson and Girard for Emergency Vehicle control of stop light

R.T.A., Inc.  
19 S. Tejon Street, Suite 300  
Colorado Springs, CO 80903

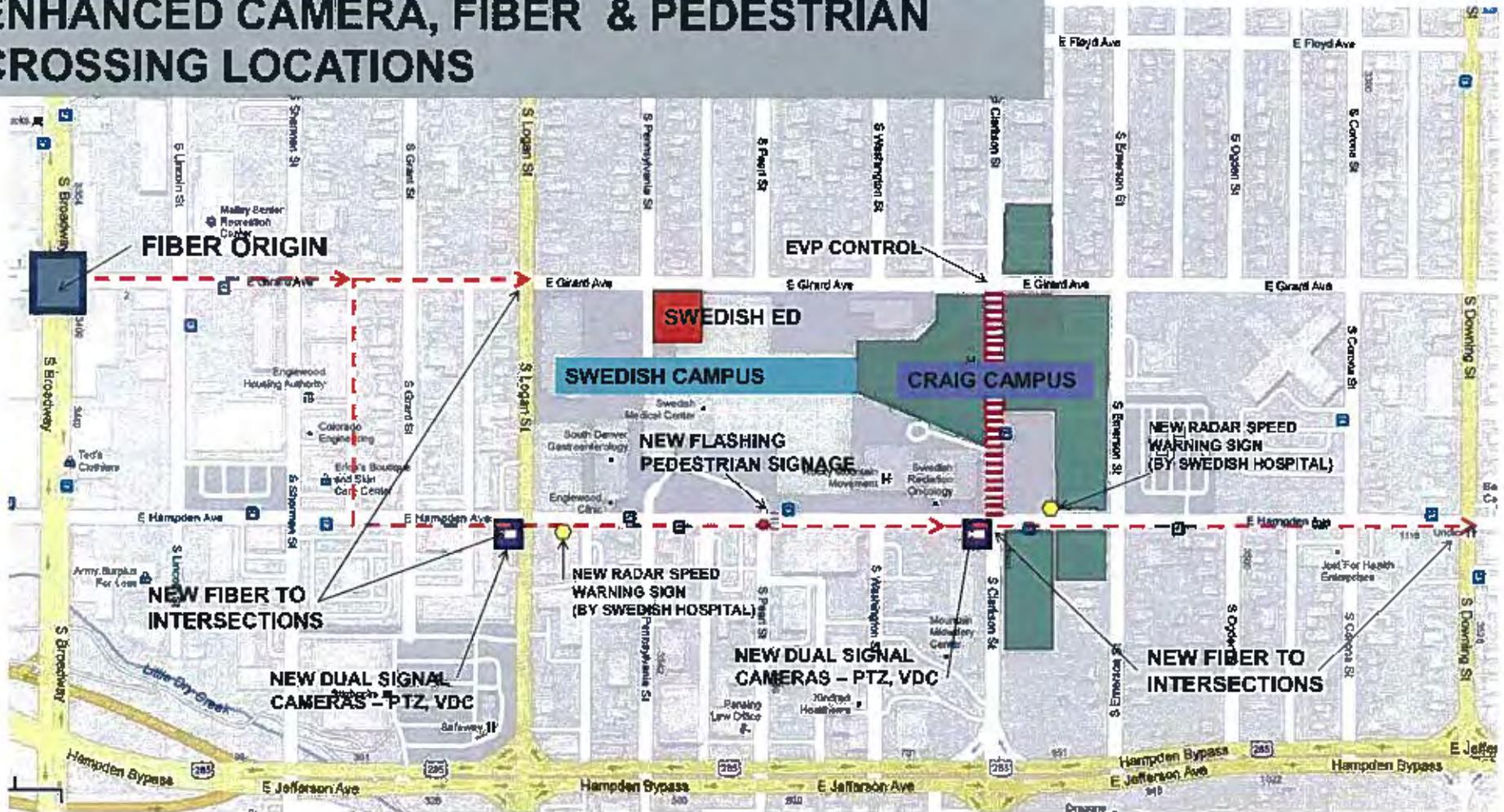
ph 719-471-7566  
fx 719-471-1174  
www.rtaarchitects.com

# Craig Hospital: CRAIG EXPANSION PLAN



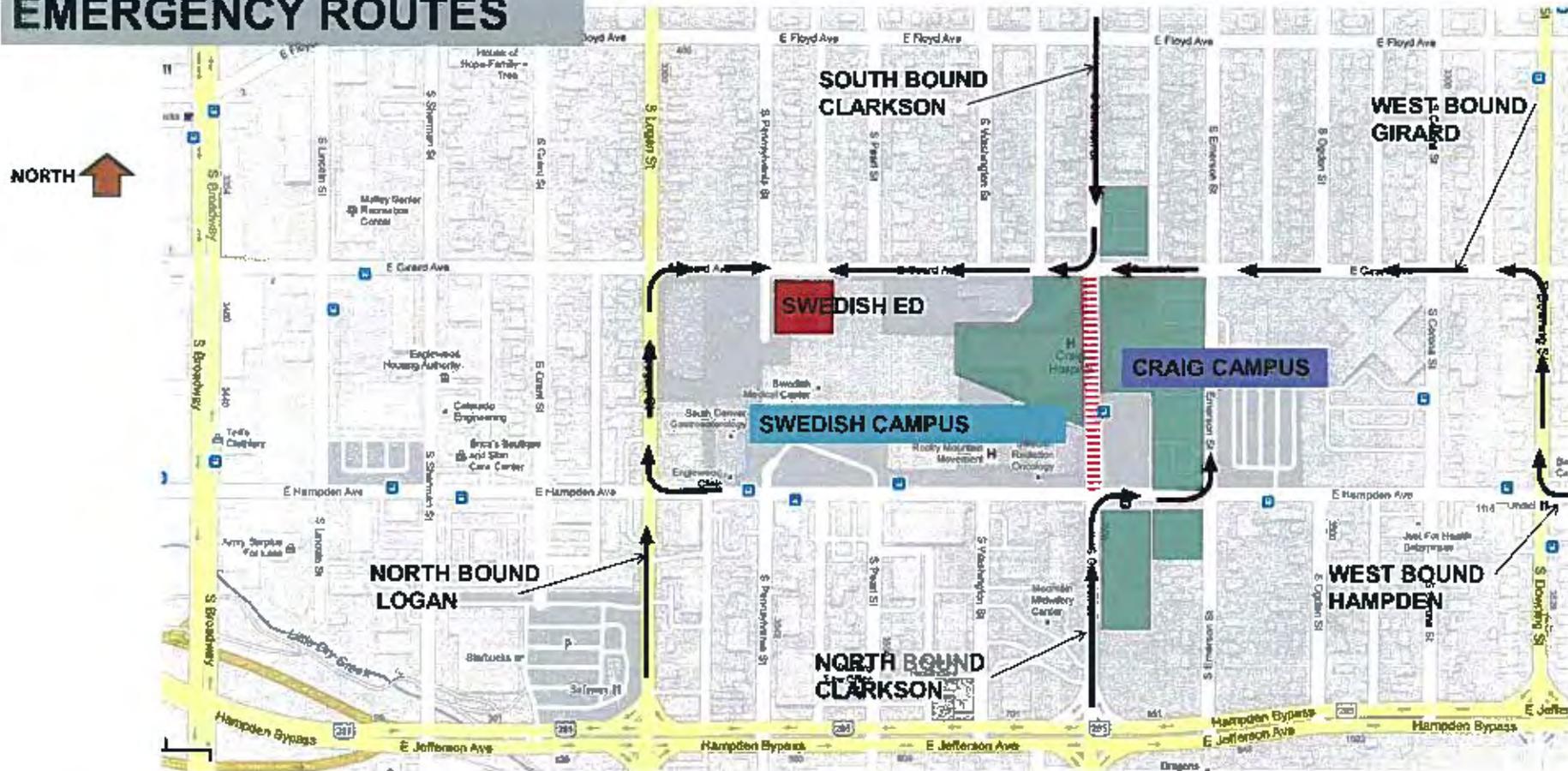
# Craig Hospital: CLARKSON CLOSURE

## ENHANCED CAMERA, FIBER & PEDESTRIAN CROSSING LOCATIONS



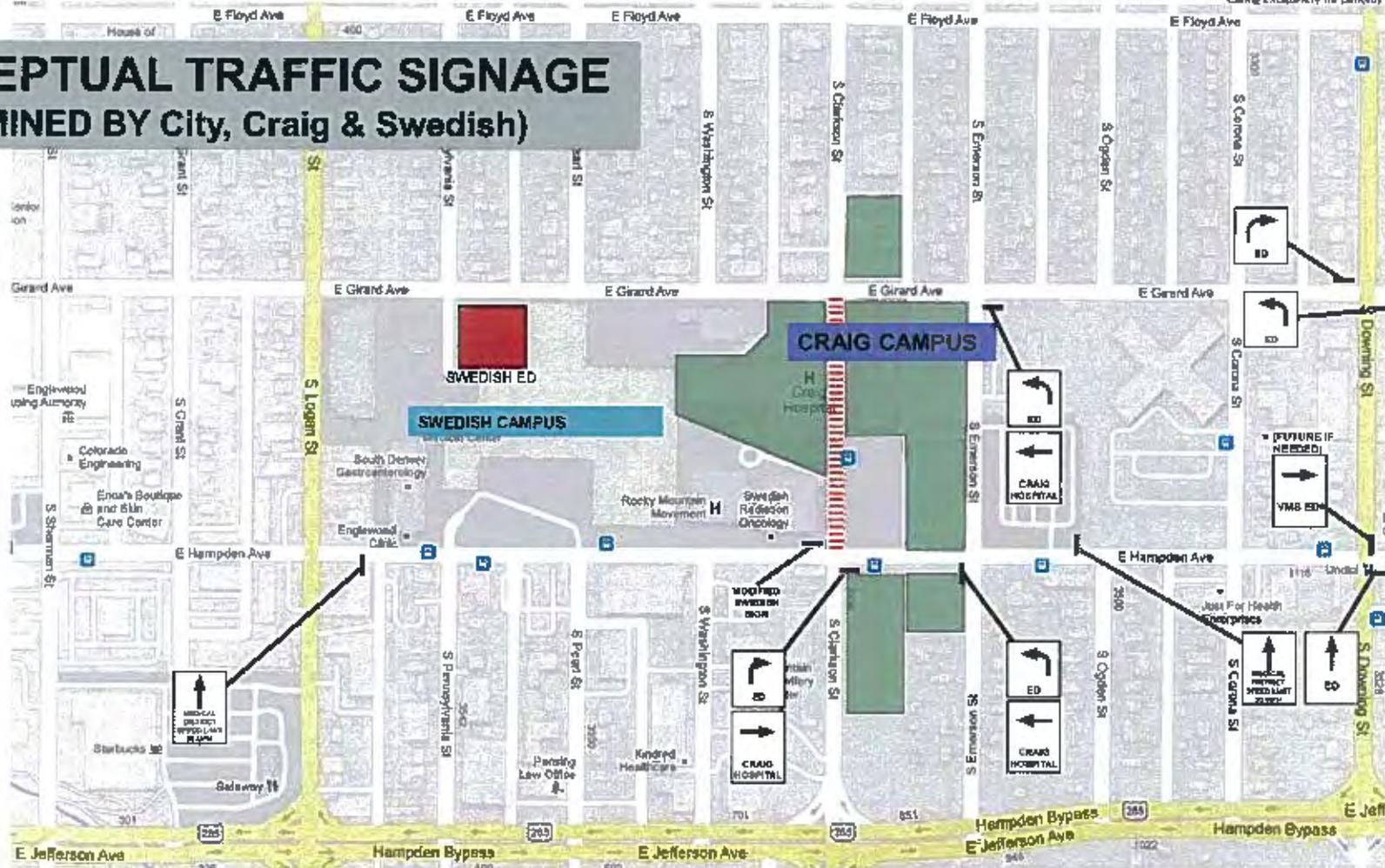
# Craig Hospital: CLARKSON CLOSURE

## EMERGENCY ROUTES



# Craig Hospital: CLARKSON CLOSURE

## CONCEPTUAL TRAFFIC SIGNAGE (DETERMINED BY City, Craig & Swedish)



# Craig Hospital: CLARKSON CLOSURE

**POTENTIAL ELIMINATION  
OF ON-STREET PARKING**



**From:** Clayton, Holly  
**Sent:** Wednesday, November 28, 2012 2:59 PM  
**To:** Lance Smith  
**Subject:** RE: Property Maintenance Code

Good Afternoon Lance,

In answer to your questions:

1. Currently we have 1,117 registered units. This number increases weekly as rentals are discovered in the City.
2. Our budget is \$170,000.00 annually....2 full time inspectors and one part-time secretary.
3. Revenues will vary depending on how many units are due to be inspected in any given year. For 2012 we will generate \$3,400.00 in license fees and \$203,320.00 in inspection fees...2013 we will generate \$3,750.00 in license fees and \$143,320.00 in inspection fees...2014 we will generate \$3,250.00 in license fees and \$178,000.00 in inspection fees. These numbers will continue to rise as new properties turn 6 years old and are then eligible for inspection and fees. They will also change when properties move from a 4-year inspection schedule to a 2-year inspection schedule (when they turn 20 years old).
4. We can assess a \$50.00 per unit re-inspection fee for any unit that remains in violation after the first re-inspection. We can also assess a \$50.00 no show fee if an inspection is forgotten or missed. These fees are not meant to cover costs but to encourage compliance. Should we have to go to court, court fees and fines can be assessed as well as probation and jail time.

Let me know if you have any more questions.

Holly

**From:** Lance Smith  
**Sent:** Wednesday, November 28, 2012 8:29 AM  
**To:** Clayton, Holly  
**Subject:** Property Maintenance Code

Good Morning Holly,

I've been asked to provide additional information for the Council Study Session on Dec 3<sup>rd</sup>. Any help would be appreciated.

1. How many rental units are registered in your program?
2. What is the annual cost to administer the program?
3. What are the annual revenues received from the program?
4. Is there a fee/penalty assessed for violations and do these fees cover the expenses?

Lance

**COMPARISON OF  
WESTMINSTER PROPERTY MAINTENANCE CODE  
VS  
INTERNATIONAL PROPERTY MAINTENANCE CODE  
(ADOPTED BY THE CITY OF ENGLEWOOD)**

**11-12-1: GENERAL INTENT**

(A) Title. These regulations shall be known as the Rental Property Maintenance Code of the City of Westminster, herein referred to as the "Rental Code."

(B) Purpose. The purpose of this Rental Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the use and occupancy, location, and maintenance of all residential structures available for rent within the City of Westminster. This Rental Code establishes minimum standards for basic equipment and facilities, for light, ventilation and heating; for safety from fire; for the use and amount of space for human occupancy; and for the safe and sanitary maintenance of residential rental properties.

***IPMC 101.3 Intent.***

*This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.*

11-12-1:(C) Scope. The provisions of this Rental Code shall apply to all existing residential rental buildings, and structures, excluding manufactured homes, and all existing premises, or portions thereof used, designed, or intended to be used for dwelling purposes on a rental basis as well as the site, including parking lots, driveways and landscaping, and accessory structures, such as fences, retaining walls, sheds, and other such structures. Rooming houses, congregate residences or lodging houses shall comply with all the requirements of this Rental Code. Except as provided herein, properties, including buildings, or portions thereof, equipment, devices and safeguards, which were required by the building code shall be maintained in conformance with the building code under which they were installed, provided such continued use is not dangerous to life. Where there are conflicts between the building code and this Rental Code, the provisions of this Rental Code shall apply.

***IPMC 101.2 Scope.***

*The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.*

(D) Non-Conforming Rights. Except for smoke detectors and carbon monoxide alarms as required by Sections 11-12-5(B) and 11-12-5(C), of this Rental Code, existing residential rental units that were constructed and approved under a previous edition of the building code shall be considered as

demonstrating compliance with the construction provisions of this Rental Code, provided that the approved construction is not dangerous to life or health. Nothing in this Rental Code shall be construed to allow the degradation of those systems, devices and equipment required by the building code under which the building was constructed.

**11-12-2: MINIMUM STANDARDS:** (2532 2534 3560) No person shall lease to another for occupancy any structure that does not comply with the requirements of this Rental Code. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of compliance as required herein.

***301.2 Responsibility.***

*The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.*

**11-12-3: DEFINITIONS:**

(A) The following words, terms and phrases, when used in this Rental Code, shall have the following meanings unless the context clearly indicates otherwise:

(1) "Agent" shall mean a manager or operator, or any person, agent, firm or corporation who is designated in writing by the owner to act as the representative of the owner on issues related to a rental property or rental dwelling or for receipt of notices related to a rental property or rental dwelling.

(2) "Bedroom" shall mean any room or space used or intended to be used for sleeping purposes.

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

(3) "Building" shall mean any structure used or intended for supporting or sheltering any use or occupancy.

(4) "Building code" shall mean any of the codes currently adopted by the City as part of Title XI, Chapter 9, of the Westminster Municipal Code.

(5) "Common authority" shall mean the status of having joint access or control over a leased premise for most purposes.

(6) "Floor area" shall mean the area included within the surrounding exterior walls of a building or portion thereof, exclusive of vent shafts and courts. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the useable area under the horizontal projection of the roof or floor above.

(7) "Habitable space" shall mean the space in a building for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility spaces, and similar areas are not considered habitable space.

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

(8) "Imminent danger" shall mean a condition that could cause serious or life-threatening injury or death at any time.

**IMMINENT DANGER.** *A condition which could cause serious or life-threatening injury or death at any time.*

(9) "Income restricted property" shall mean a unit of rental property over which the owner, whether a non-profit or a for-profit entity, lacks the sole discretion to increase rent due to state or federal law. By way of example, and not limitation, units within a Section 8 housing project, as defined by 42 U.S.C. § 1437(f), as amended, as well as properties for which the owner takes an income tax credit pursuant to Sections 38 and 42 of the Internal Revenue Code (Title 26, U.S.C.), as amended, qualify as income restricted properties. However, units not within a Section 8 housing project that are rented with tenant-based Section 8 vouchers, pursuant to 42 U.S.C. § 1437(f), as amended, do not qualify as income restricted properties.

(10) "Infestation" shall mean the presence within or around a structure of insects, rodents, vermin or other pests of such kind, or in such numbers, as to cause a hazard to health.

**INFESTATION.** *The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.*

(11) "Lease" shall mean:

(a) an agreement by which an owner gives up to a tenant, for valuable consideration, possession and use of his property or a portion thereof for a definite term, at the end of which term the owner has an absolute right to retake control and use of the property; or

(b) the act of an owner giving to a tenant, for valuable consideration, possession and use of his property or a portion thereof for a definite term, at the end of which term the owner has an absolute right to retake control and use of the property.

(12) "Occupancy" shall mean the purpose for which a building or portion thereof is utilized or occupied.

**OCCUPANCY.** *The purpose for which a building or portion thereof is utilized or occupied.*

(13) "Owner" shall mean any person, agent, firm or corporation, or a designated representative of the same, having a legal or equitable interest in a rental dwelling or a rental property; or otherwise having control of such property, including the guardian of an estate and an executor or administrator of an estate when ordered to take possession of real property by a court.

**OWNER.** *Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.*

(14) "Person" shall mean any individual, partnership, corporation, association, or other type of entity capable of owning or managing property, or an agent, servant, or employee of any individual, partnership, corporation, association, or other entity capable of owning or managing property.

**PERSON.** *An individual, corporation, partnership or any other group acting as a unit.*

(15) "Premises" shall mean a lot, plot or parcel of land including any buildings thereon.

**PREMISES.** *A lot, plot or parcel of land, easement or public way, including any structures thereon.*

(16) "Property" shall mean one lot or adjacent lots under common ownership.

(17) "Rental dwelling" shall mean any building or buildings, or portion thereof, on a property under common ownership consisting of no more than three units that provides shelter for human habitation or residential purpose, any portion of which is leased by the owner for occupation by a tenant. "Rental dwelling" shall not mean hotels, motels, hospitals, State licensed residential care facilities, assisted living facilities or nursing homes.

(18) "Rental property" shall mean any building or buildings, or portion thereof, on one property under common ownership consisting of more than three units that provides shelter for human habitation or residential purposes, any portion of which is leased by the owner for occupation by a tenant. "Rental property" shall not mean hotels; motels; hospitals; State licensed residential care facilities, assisted living facilities, or nursing homes; or a facility qualified as Life Care Institution pursuant to C.R.S. §12-13-101, et seq., as amended.

(19) "Structure" shall mean that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

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

(20) "Tenant" shall mean a person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof.

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

(21) "Unit" shall mean a rental property or a rental dwelling, in whole or in part, that is separately available to be leased and that contains living facilities, including provisions for sleeping, eating, cooking, and sanitation, as required by the building code.

(B) Words, terms and phrases used in this Rental Code and not defined above shall have the same meaning as assigned by the building codes currently adopted by the City in Title XI, Chapter 9, of the Westminster Municipal Code.

#### **11-12-4: SPACE AND OCCUPANCY STANDARDS: (2532 2534 2798 3560)**

(A) Improper Occupancy. Buildings or structures shall not be used for purposes other than those for which the building or structure was designed or intended or in violation of any other provisions of the Westminster Municipal Code or ordinances.

12/10 11-12-4

11-12-4

(B) Room Dimensions.

(1) Ceiling Heights. Habitable rooms in units shall have a ceiling height of not less than seven (7) feet. In rooms with sloped ceilings, the required ceiling height shall be provided in at least 50% of the room. No portion of any room with a ceiling height of less than 5 feet shall be considered as contributing to the minimum floor area as required in subsection (2) below.

#### ***404.3 Minimum ceiling heights.***

*Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than 7 feet (2134 mm).*

(2) Floor Area.

(a) Every unit shall contain at least one hundred fifty (150) square feet of habitable floor space for the first occupant and an additional one hundred (100) square feet of floor space for each additional occupant. Every room used for sleeping purposes shall have at least seventy (70) square feet of floor space for the first occupant and an additional thirty (30) square feet of floor space for each additional occupant.

**404.4.1 Area for sleeping purposes.**

*Every bedroom occupied by one person shall contain at least 70 square feet (6.5m<sup>2</sup>) of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet (4.6 m<sup>2</sup>) of floor area for each occupant thereof.*

**TABLE 404.5  
MINIMUM AREA IN SQUARE FEET**

	<b>1-2 occupants</b>	<b>3-5 occupants</b>	<b>6 or more occupants</b>
<i>Living room</i>	<i>120</i>	<i>120</i>	<i>150</i>
<i>Dining room</i>	<i>No requirements</i>	<i>80</i>	<i>100</i>

(b) The Building Official may waive or modify the above-stated minimums in appropriate circumstances such as the birth or adoption of additional children, a temporary need for medical care for a family member, or care of children by a non-custodial parent.

(3) Width. No room used for living or sleeping purposes shall be less than 7 feet in any dimension. Each toilet shall be installed in a clear space of at least 27 inches in width.

**404.2 Minimum room widths.**

*A habitable room, other than a kitchen, shall not be less than 7 feet (2134 mm) in any plan dimension.*

(C) Light and Ventilation.

(1) General. For the purpose of determining light or ventilation required by this Section, any room may be considered as a portion of an adjoining room if one half of the common wall is open and unobstructed and provides an opening of at least 10% of the floor area of the interior room.

(2) Light. Every habitable room within a unit shall be provided with windows or skylights with an area of at least 10% of the floor area. All public hallways, stairways and other exit ways shall be illuminated at all times with not less than 5 footcandles at the floor level.

**402.1 Habitable spaces.**

*Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.*

(3) Ventilation.

(a) Habitable rooms within a unit shall be provided with natural ventilation by means of at least one openable exterior window or skylight with an area of not less than 1/20 of the floor area with a minimum of 5 square feet.

(b) In lieu of required exterior openings for natural ventilation, an approved mechanical ventilation system may be provided. Such system shall be capable of providing two air changes per hour in all habitable rooms and public hallways. In such case, one fifth of the required air supply shall be taken from the outside.

(c) Bathrooms, water closet compartments and similar spaces shall be provided with natural ventilation by means of openable exterior openings with an area not less than 1/20 of the floor area of such rooms with a minimum of 1 1/2 square feet.

(d) In lieu of required exterior openings for natural ventilation in bathrooms containing a bathtub or shower and similar rooms, mechanical ventilation system connected directly to the exterior capable of providing five air changes per hour shall be provided. The point of discharge of exhaust containing only a toilet or lavatory or combination thereof, and similar rooms may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.

#### **403.1 Habitable spaces.**

*Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1.*

***Exception:** Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33m<sup>2</sup>). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.*

#### **(D) Sanitation.**

(1) Units. Every unit shall be provided with a toilet, lavatory, and either a bathtub or shower. These facilities shall be located within the same building as the occupants and occupants shall not be required to go outside the building or through another dwelling unit to reach the facilities.

#### **502.1 Dwelling units.**

*Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safeworking condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.*

(2) Fixtures. All plumbing fixtures and piping shall be maintained as provided in the building code. Each plumbing fixture shall be provided with hot and cold running water necessary for its normal operation and be properly connected to an approved water and sewer system. Plumbing system waste piping shall be maintained free of all sewage obstructions and leaks. Potable water piping shall be free of leaks that cause a consistent flow of water. All plumbing fixtures shall be of smooth, impervious, easily cleanable surfaces and be maintained in safe and sanitary working condition, free of cracks, breaks, rust and leaks. All plumbing fixtures shall be of an approved glazed earthenware type or similar nonabsorbent material. All plumbing fixtures shall be adequately secured so that no strain is placed on the piping connections.

#### **504.1 General.**

*All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.*

(3) Lavatory Basins. Every room containing a toilet shall have a lavatory located in the same room or in the room immediately adjacent to the room containing the toilet. Laundry tubs, kitchen sinks, or bathtubs are not acceptable substitutes for lavatory purposes.

**502.1 Dwelling units.**

*Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safeworking condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.*

(4) Room Separation. Every room containing a toilet, bathtub or shower shall be completely enclosed by partitions, doors, or windows from floor to ceiling and wall to wall which will afford privacy to the occupant.

**503.1 Privacy.**

*Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.*

(5) Bathtub and Shower Enclosures. The interior of every shower enclosure shall be watertight, maintained in sound condition, and be easily cleanable. Walls and floors of every shower enclosure shall be made of smooth, non-absorbent materials free of sharp edges and properly sloped to drain completely. Joints in any bathtub or shower enclosure shall be maintained waterproof with caulking or similar material. Repairs shall be required if more than two square feet of the enclosure wall or floor is no longer waterproof or more than two linear feet of caulking has failed or if the leak is causing an unsafe electrical condition.

(6) Kitchen Sink. Every unit shall contain a kitchen sink of seamless construction and impervious to water and grease. Where garbage disposals are provided, they shall be in working order, free of leaks, installed per manufacturer installation instructions and powered by a UL listed power cord.

**504.1 General.**

*All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.*

(7) Openings for Piping. All exterior openings into the interior of the building, including those in a crawl space, provided for the passage of piping shall be properly sealed with snug fitting collars of metal or other material so as to be rodent and insect resistant and securely fastened in place.

(8) Environmental Health. All surfaces in and around the dwelling unit shall be maintained free of mold and mildew.

**302.1 Sanitation.**

*All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.*

(E) Structural Requirements.

(1) General. Roofs, floors, walls, foundations, ceilings, stairs, handrails, guardrails, doors, porches, all other structural components, and all appurtenances thereto shall be capable of resisting any and all forces and loads to which they may be normally subjected, and shall be kept in sound condition and in good repair.

**304.1 General.**

*The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.*

(2) Foundations. Every foundation shall be maintained plumb and free of open cracks and breaks, kept in sound condition and good repair, and shall be weathertight and watertight.

**304.5 Foundation walls.**

*All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.*

(3) Weather Protection. Every foundation, floor, roof, ceiling, and exterior and interior wall and all exterior doors and windows shall be weathertight and watertight and maintained free of holes, cracks or other defects that admit rain so as to provide shelter for the occupants against the elements and to otherwise exclude dampness. Windows that are designed to open vertically shall be capable of remaining open without the use of tools, props or special knowledge.

**304.2 Protective treatment.**

*All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted.*

*All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.*

(4) Interior Maintenance. Floors, walls doors and ceilings shall be secure and free of holes, cracks, and breaks. Floor coverings shall be free from any defects that could cause tripping or would prevent the floor from being easily cleaned. Floor coverings such as carpeting, tile, linoleum, and similar material shall be repaired or replaced when more than 10% of the floor covering area is severely deteriorated or if defects create an unsafe or unsanitary condition. Floor coverings that have tears in excess of six inches that are raised above the floor surface to present a tripping hazard shall be repaired.

**305.1 General.**

*The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.*

(5) Drainage. All rain water shall be so drained and conveyed away from every roof and away from every foundation so as to not cause dampness in basements or in walls, ceilings or floors of any

building, or erosion of exterior surfaces. Water shall not be discharged in a manner that adversely affects the safety of the general public.

### **304.7 Roofs and drainage.**

*The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roofwater shall not be discharged in a manner that creates a public nuisance.*

## **(F) Mechanical Requirements.**

### **(1) Heating.**

(a) Every unit shall be provided with heating facilities capable of maintaining a minimum room temperature of 68° F at a point 3 feet (3') above the floor in all habitable rooms, bathrooms, and water closet compartments. Units shall be supplied with heat during the period of October through April. Electric heating appliances that are not permanently installed, cooking appliances of any type, or decorative appliances shall not be considered heating facilities for the purpose of providing heat as required by this Section. Unvented fuel-burning heaters or decorative appliances are not permitted except as permitted and approved by the Building Division.

### **602.2 Residential occupancies.**

*Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the International Plumbing Code. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.*

**Exception:** *In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.*

### **602.3 Heat supply.**

*Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms.*

#### **Exceptions:**

*1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.*

*2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.*

#### **Exceptions:**

*1. Processing, storage and operation areas that require cooling or special temperature conditions.*  
*2. Areas in which persons are primarily engaged in vigorous physical activities.*

### **602.5 Room temperature measurement.**

*The required room temperatures shall be measured 3 feet (914mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.*

(b) All heating devices or appliances shall be of an approved type and installed as required in the building code and maintained in safe working condition. Required clearances to protected or

unprotected combustible materials shall be maintained for heating equipment as well as sufficient clearance to permit the cleaning, maintenance, service and repair of the appliance. Required clearances are those listed on the equipment or otherwise required by the building code. Venting systems for gas-fired appliances shall be maintained in accordance with the building code.

(c) Except within an efficiency dwelling unit, gas-fired water heaters shall not be installed in any sleeping area. Water heating equipment serving any dwelling unit shall be capable of providing water at a temperature of at least 120# F at the fixture outlet and a recovery capacity of at least twenty gallons per hour for each dwelling unit. Water heaters shall be provided with an approved temperature and pressure relief valve and drain extension that terminates at an approved location.

### **603.1 Mechanical appliances.**

*All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safeworking condition, and shall be capable of performing the intended function.*

(d) Closets containing heating equipment shall be kept free of stored items, combustibles, flammables or accelerants.

(2) Electrical.

(a) All electrical equipment, wiring and appliances shall be installed and maintained in a safe manner in accordance with the building code. All electrical equipment shall be permanently installed and be an integral part of the electrical wiring of the entire building. Electrical appliance or fixture cords shall be protected with proper coverings having no frayed or exposed wiring.

### **605.1 Installation.**

*All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.*

(b) Every habitable room, bathroom, kitchen, laundry room and public hallway shall have at least two convenience outlets or one convenience outlet and one electric light fixture. Every water closet compartment, furnace room and public stairway shall contain at least one electric light fixture. Electrical light fixtures should house only those bulbs approved by the manufacturer. Wattage of bulbs shall not exceed the manufacturer's maximum wattage recommendations for the fixture. Exterior fixtures shall be free of missing or broken globes that may leave the bulb exposed to the elements.

(c) Breaker panels shall be readily accessible, shall not be blocked or covered by storage or decoration, and shall not be painted shut. There shall be no unapproved openings within any electrical enclosure.

### **605.2 Receptacles.**

*Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection.*

### **605.3 Luminaires.**

*Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one electric luminaire.*

(3) Extension Cords. Extension cords shall not be used as permanent electrical wiring or required electrical outlets. No extension cords shall extend or pass from one room to another room. No extension cord shall be placed across any doorway, through any wall or partition, or in an area where such cord is subject to physical damage.

#### **605.4 Wiring.**

*Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.*

(G) Exits.

(1) General. All buildings or structures shall be provided with exits, including stairways, handrails, and guardrails, and have access to the public way as required by the building code. All doors, windows, corridors, stairways, fire escapes or other means of egress shall be maintained free of stored or discarded materials or other obstructions or locks as to prevent or impede egress from the building or structure.

#### **702.1 General.**

*A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the International Fire Code.*

(2) Dwelling Units. Every unit or guest room shall have access directly to the exterior of the building or to a public corridor that leads to the exterior. Sleeping rooms located below the fourth story and in basements shall have at least one operable window or exterior door meeting the building code requirements for emergency escape or rescue. These required windows or doors shall be operable from the inside to provide the required full clear opening without the use of separate tools or keys and not requiring special knowledge or effort.

#### **702.4 Emergency escape openings.**

*Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.*

(H) Appliances. Appliances whether supplied by the owner or tenant, shall be maintained in good working condition, free of leaks or other defects so as not to cause any unsafe or unsanitary condition.

#### **603.1 Mechanical appliances.**

*All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safeworking condition, and shall be capable of performing the intended function.*

### **11-12-5: FIRE PROTECTION: (2532 2564 3541 3560)**

(A) General. Required fire rated assemblies shall be maintained as specified in the building code and the fire code adopted in Title XI, Chapter 10, of the Westminster Municipal Code. Such assemblies shall be properly repaired, restored, or replaced when damaged, altered, breached, penetrated, removed or improperly installed. Fire protection equipment, including but not limited

to extinguishing systems, fire alarm systems, smoke detectors, and fire extinguishers, shall be maintained in good and safe working condition as required by the Fire Department.

**703.1 Fire-resistance-rated assemblies.**

*The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.*

**703.2 Opening protectives.**

*Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition.*

(B) Smoke Detectors. Smoke detectors shall be installed in all units as required by the building codes.

**704.2 Smoke alarms.**

*Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all of the following locations:*

- 1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.*
- 2. In each room used for sleeping purposes.*
- 3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level. Single or multiple-station smoke alarms shall be installed in other groups in accordance with the International Fire Code.*

(C) Carbon Monoxide Alarms. Any unit that includes fuel-fired appliances or an attached garage in which interior alterations, repairs, fuel-fired appliance replacement or additions, any of which requires a building permit to be issued, have been made, or any unit that has a change in tenant or occupancy, shall have carbon monoxide alarms installed as required by the building code.

*(Carbon monoxide alarms are required by CRS and per the 2012 International Residential Code)*

(D) Open Flame Cooking Devices. Open flame cooking devices shall be regulated as required by the provisions of the building code and the fire code adopted in Title XI, Chapter 10, of the Westminster Municipal Code.

**603.1 Mechanical appliances.**

*All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safeworking condition, and shall be capable of performing the intended function.*

**11-12-6: EXTERIOR MAINTENANCE AND ACCESSORIES: (2532 2534 2798 3560)**

(A) Weather protection. Buildings, or portions thereof, shall have exterior walls that are weathertight and watertight, and kept free of deterioration, holes, breaks, or loose boards or coverings. Roof surfaces shall be watertight and not have any defects that that will allow water to enter into the structure.

**304.1 General.** *The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.*

(B) Exterior maintenance.

(1) The exterior finish of all structures shall be maintained. If the exterior finish of a structure is paint or stain, the structure shall be painted or stained prior to a time when the exterior finish has substantially deteriorated. Graffiti shall be removed per Title VIII, Chapter 4, of the Westminster Municipal Code.

**304.2 Protective treatment.**

*All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.*

(2) All architectural projections such as cornices, moldings, lintels, sills and similar projections shall be maintained in good repair and free of defects.

**304.8 Decorative features.**

*All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.*

(3) All chimneys, antennae (including satellite dishes), vents, gutters and downspouts and similar projections or building accessories shall be structurally sound and in good repair. Such projections shall be properly secured, when applicable, to an exterior wall or roof.

**304.11 Chimneys and towers.**

*All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.*

(C) Windows and doors. Windows and exterior glazing shall be soundly and adequately glazed, free from loose and broken glass and cracks that could cause physical injury or allow the elements to enter the structure. Windows and doors are to be maintained so that they can be secured in a closed position. Exterior doors shall be maintained weathertight, watertight and rodentproof. Exterior doors of unit shall be solid core or equivalent and be provided with a deadbolt locking device that tightly secures the door. Where window mounted cooling appliances are utilized, the opening around the appliance must be sealed with materials resistant to weather.

**304.13 Window, skylight and door frames.**

*Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.*

### **303.13.1 Glazing.**

*All glazing materials shall be maintained free from cracks and holes.*

### **303.13.2 Openable windows.**

*Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.*

(D) Screens. Screens shall be provided, year round, for all operable windows. All screens, including screen doors, shall be maintained in good repair and free from tears, holes, or other imperfections of either screen or frame that would admit insects such as flies, flying insects or mosquitoes. Screens with holes one square inch or larger or with tears in excess of two inches shall be repaired or replaced. Screens shall not be damaged or warped, shall fit tight in the framework of the window, and be removable for cleaning and maintenance purposes. Sliding screen doors are required wherever sliding glass doors are present.

**304.14 Insect screens.** *Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a selfclosing device in good working condition.*

**Exception:** *Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.*

(E) Infestation. All structures and exterior property shall be maintained free of rodent, insect or vermin infestation which creates an unsafe or unsanitary environment on the subject, or adjacent buildings or properties. All structures and exterior property shall be maintained free of conditions which may cause an unsafe or unsanitary environment.

### **308.1 Infestation.**

*All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.*

(F) Addresses. Address numbers a minimum of 3" in height shall be provided on every occupied building or structure located so as to be visible from the street. Individual units within a building or structure shall be individually identified. Address numbers shall be of a contrasting color to their background for easy visibility.

### **304.3 Premises identification.**

*Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).*

(G) Accessory Structures. All accessory structures shall be maintained in a state of good repair or removed from the site. Such structures shall include, but not be limited to, clubhouses, offices, maintenance buildings, carports, retaining walls, fences, garages, and miscellaneous sheds or structures. These structures should be constructed of materials consistent for the use of the structure and not constructed in a makeshift of haphazard manner.

### **302.7 Accessory structures.**

*All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.*

#### **11-12-7: SITE MAINTENANCE:** (2532 2534 3133 3338 3560)

(A) General. The accumulation of weeds, vegetation, junk (including, but not be limited to, abandoned, unused or nonoperational appliances, equipment, vehicles, machinery, or household furnishings), dead organic matter, debris, garbage, stagnant water, combustible materials or similar materials or conditions shall be subject to the provisions of Title VIII, Chapter 1 of the Westminster Municipal Code and shall be subject to abatement provisions therein.

*(Enforced by Code Enforcement)*

(B) Parking Areas. All off street parking and access drives shall be improved with asphalt pavement or an equivalent approved surface as determined by the City. Parking areas shall be kept free from potholes, cracks or other deterioration. No dirt, grass or sod parking areas are allowed. All striping and signage, including parking signage and fire lane or access signage shall be maintained in good condition and clearly legible.

*(No city regulations for off street parking)*

(C) Landscaping.

(1) All landscape areas, improvements and materials shall comply with and be maintained according to the City of Westminster Landscape Regulations and the Westminster Municipal Code. All landscape areas shall be landscaped with approved landscaping, including grass, shrubs, and trees. All landscape areas shall be maintained and all dead or severely damaged plant materials shall be replaced with plant materials as required by the City of Westminster Landscape Regulations. All turf areas shall be maintained so that no turf area exceeds 6 (six) inches in height. Weeds shall not exceed twelve (12) inches in height. Landscape areas may not include tree canopy, dirt, weeds, artificial turf or paving and drive improvements. Properties with an existing Official Development Plan shall be maintained as required by such plan.

(2) Rental dwellings shall be required to have one (1) tree and three (3) shrubs in the front yard landscape area. As required by the City of Westminster Landscape Regulations, a minimum of fifty percent (50%) of each yard area adjacent to a street, or public or private park or open space shall be landscape area. Remaining lot area not landscape area may only be paving or drives as defined in the City of Westminster Standards and Specifications for the Construction of Public Improvements.

(3) Rental properties shall be required to have one (1) tree and three (3) shrubs per 1,000 square feet of landscape area. A minimum of thirty percent (30%) of the lot shall be landscape area as defined by the City of Westminster Landscape Regulations, unless an exception is made by the City for good cause. Remaining lot area not landscape area may only be paving or drives as defined in the City of Westminster Standards and Specifications for the Construction of Public Improvements.

*(No city regulations for retroactive landscaping)*

(D) Trash. Trash enclosures shall be installed and maintained as required by the Westminster Municipal Code. All trash shall be kept inside the enclosure. Oversized trash that will not fit within

the trash enclosure shall be removed from the property as required by Westminster Municipal Code.

***307.2.1 Rubbish storage facilities.***

*The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.*

(E) Properties not in compliance with the requirements of this Section shall become compliant by January 1, 2016. Properties determined not to be in compliance based on inspection or review of the site plan required by Section 5-12-5(A)(11) of the Westminster Municipal Code shall before January 1, 2012, submit to the City a plan for property improvements detailing how the property will be timely brought into compliance.

**11-12-8: VACANT OR ABANDONED BUILDINGS: (2532 2534 3560)**

(A) Vacant or abandoned buildings shall be secured to prevent unauthorized entry.

(B) Exterior building maintenance and site maintenance of abandoned or vacant buildings shall be the same as required for occupied buildings.

(C) Vacant or abandoned buildings and properties shall be maintained free of accumulations of combustible or hazardous material.

***108.2 Closing of vacant structures.***

*If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.*

**11-12-9: LICENSE REQUIRED; RENTAL PROPERTY: (3560)**

Prior to leasing any rental property for occupancy, an owner shall obtain and maintain in good standing a rental property license from the City pursuant to Title V, Chapter 12, of the Westminster Municipal Code.

*(No city requirements)*

**11-12-10: REGISTRATION REQUIRED; RENTAL DWELLINGS: (3560)**

Prior to leasing any rental dwelling for occupancy, an owner shall obtain and maintain in good standing a rental dwelling registration with the City pursuant to Title V, Chapter 12, of the Westminster Municipal Code.

*(No city requirements)*

**11-12-11: INSPECTIONS:** (2532 2534 2798 3560)

(A) General.

(1) The City Manager, acting by and through the Building Division, shall establish a regular and orderly schedule to inspect all rental property within the City. Such schedule shall not preclude inspection of a rental property at other times based on a request of a resident, owner or manager, or other complainant.

(2) Rental dwellings shall be inspected by the City on a complaint basis or as conditions warrant with no regular inspection schedule.

(3) Any violations shall be documented and a photographic record may be made of the property or of any violations discovered on the property.

*(No city requirements)*

(B) Right of Entry.

(1) When necessary to make an inspection for compliance with the provisions of this Rental Code as part of scheduled inspections, or when the City has probable cause to believe that there exists upon any premises any condition that constitutes a violation of the provisions of this Rental Code, the City Manager or authorized representative, hereinafter referred to as the "Inspector," may enter a premise at all reasonable times to inspect or to perform any duty imposed on him, provided that the following procedure has been followed:

(a) If a premise is currently leased, the Inspector shall first present proper credentials and request permission to enter from a tenant or other person having common authority over the premise. If the leased premise is currently unoccupied, the Inspector shall make a reasonable effort to locate the tenant, and upon locating the tenant, shall present proper credentials and request permission to enter. If a tenant or other person having common authority over the premise cannot be located after a reasonable effort, a notice of intent to inspect shall be posted on the premises giving notice that an inspection may proceed after a court order is obtained from the Municipal Judge of the City.

(b) If a premise is not currently leased, the Inspector shall present proper credentials and request permission to enter from the owner or agent. If the owner or agent cannot be located after a reasonable effort, a notice of intent to inspect shall be posted on the premises giving notice that an inspection may proceed upon issuance of a court order by a Municipal Judge of the City.

(2) If entry is refused, or twenty-four (24) hours after the premises have been posted, the Inspector may appear before the Municipal Judge and shall request pursuant to Rule 241(b)(2) of the Municipal Court Rules of Procedure, as amended, a court order entitling the Inspector to enter upon the premises. Upon presentation of the court order and proper credentials, or possession of same in the case of unoccupied premises, the Inspector may enter upon the premises, using such reasonable force as may be necessary to gain entry.

(3) For purposes of this Section, "probable cause" for a court order exists upon a showing that the inspection is part of the systematic schedule of inspections that is a condition of licensing the rental property and that the tenant or other person having common authority over the premise has failed or refused to grant entry to the Inspector or upon a showing that the facts and circumstances within the Inspector's knowledge are sufficient to warrant a person of reasonable caution in the belief that a violation of this Rental Code may exist. The Inspector shall not be required to demonstrate specific knowledge of the condition of the particular premises in issue in order to obtain a court order.

(C) Unlawful Resistance. It shall be unlawful for any owner, tenant, or person having common authority of a rental property or rental dwelling to deny entry of an Inspector acting pursuant to a court order that has been issued according to the procedure outlined in this Section.

#### **104.3 Inspections.**

*The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.*

#### **104.4 Right of entry.**

*The code official is authorized to enter the structure or premises at reasonable times to inspect subject to constitutional restrictions on unreasonable searches and seizures. If entry is refused or not obtained, the code official is authorized to pursue recourse as provided by law.*

### **11-12-12: INSPECTION PROCEDURES: (2532 2534 3560)**

(A) Authority. The City Manager, acting by and through the Building Division, may inspect rental properties and rental dwellings, individual units thereof, and their associated properties, in order to determine compliance with the provisions of this Rental Code.

(B) Scheduled Inspections of Rental Properties.

(1) The frequency of inspections on rental properties shall be as follows:

- (a) Properties less than six (6) years old shall not be scheduled for inspection.
- (b) Properties between six (6) and twenty (20) years old shall be inspected every four (4) years.
- (c) Properties older than twenty (20) years shall be inspected every two (2) years.

(2) Inspections may be increased in frequency upon a determination that violations of this Rental Code, revealed during an inspection, individually or in combination, demonstrate a failure to maintain the rental property in a decent, safe, and sanitary condition.

(3) Inspections may be decreased in frequency based on satisfactory results of the latest inspection of the entire rental property; however, a modification of the scheduled inspection schedule shall not be extended more than two (2) years for any property and no inspection schedule shall exceed six (6) years between inspections.

(4) Any rental property may be inspected at any time due to complaints or as conditions warrant.

(C) Notification prior to Inspections. It shall be the responsibility of the owner or agent to notify the individual tenants of the property of the scheduled inspection and to request that permission for the City to enter the premises be granted at the time of the inspection, by a tenant or person with common authority over the premise, either in person or in writing. Without such express permission to enter a unit scheduled for inspection, the City shall not proceed to inspect and shall instead obtain a court order according to the process outlined in Section 11-12-11(B). In addition to the right of entry process set forth in Section 11-12-11(B) above, regular inspections may be preceded by the following notice:

(1) A letter of intent to inspect a property based on the systematic inspection schedule mailed to the owner or agent of the property stating the proposed date and time of the inspection and given a minimum of thirty (30) days before inspection.

(2) Notice to the owner or agent at least seven (7) days in advance of the scheduled inspection to verify the time and date.

(3) If it is necessary for the City to cancel a scheduled inspection, it may send a cancellation notice to the owner or agent of the effected property at least three (3) days prior to the scheduled inspection date.

(D) Inspections of Rental Dwellings. Inspection of rental dwellings shall be on a complaint basis or as conditions warrant with no regular inspection schedule and shall proceed according to the process for right of entry set forth in Section 11-12-11(B).

*(No city requirements)*

**11-12-13: NOTICE OF NON-COMPLIANCE; INSPECTION REPORT: (2532 2534 2798 3560)**

(A) When the City determines that non-compliance with this Rental Code exists, a notice of non-compliance and order to correct shall be issued. The notice of non-compliance shall be in writing and shall describe the violation with sufficient detail for it to be properly addressed and corrected. The notice of non-compliance shall provide a reasonable time for correction, no less than seven (7) and no more than ninety (90) days.

(B) Inspection Report. A report of inspection results, including notice of non-compliance, if any, shall be sent to the property owner or agent within ten (10) days of completion of an inspection.

(1) The inspection report shall include the results of the inspection, the period of time for correction of any non-compliant conditions, and the scheduled reinspection date and time.

(2) An inspection report containing only satisfactory results with no notice of non-compliance need not be personally served and may be mailed to the owner or agent at the address currently on file with the City as part of the licensing or registering of the property pursuant to Title V, Chapter 12, of Westminster Municipal Code.

(C) Any notice of non-compliance and order to correct and any inspection report containing a notice of non-compliance and order to correct shall be served by one of the following methods:

(1) Personally upon the owner or agent, in which case service shall be deemed complete on the date such service occurs.

(2) Notice posted on the premises and mailed to the owner or agent at the address currently on file with the City as part of the licensing or registering of the property pursuant to Title V, Chapter 12, of Westminster Municipal Code. Service by this method shall be deemed complete three days after mailing and posting, even if no acknowledgment of receipt is provided.

***SECTION 107***

***NOTICES AND ORDERS***

***107.1 Notice to person responsible.***

*Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.*

### **107.2 Form.**

*Such notice prescribed in Section 107.1 shall be in accordance with all of the following:*

- 1. Be in writing.*
- 2. Include a description of the real estate sufficient for identification.*
- 3. Include a statement of the violation or violations and why the notice is being issued.*
- 4. Include a correction order allowing a reasonable time, but in no event more than 30 days to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this Code.*
- 5. Inform the property owner of the right to appeal.*
- 6. Include a statement of the right to file a lien in accordance with Section 106.3.*

(D) Reinspections. Reinspections may be conducted to verify that the violations identified in a notice of non-compliance have been corrected. Violations that were not noted during the initial inspection but are discovered on the reinspection shall not be subject to correction as part of the initial notice of non-compliance, but may result in the issuance of an additional notice of non-compliance. Imminent hazards identified on a reinspection shall be subject to the provisions of Section 11-12-18.

(E) Owner Certification for Corrections. The City may accept written affirmation from the owner or agent confirming correction of any or all violations documented in the formal notice of non-compliance.

(F) Reinspection Fees. A reinspection fee may be assessed for each follow-up inspection required after the initial reinspection due to an owner's failure to correct satisfactorily the identified violations. For each follow-up inspection required after the initial reinspection a reinspection fee of \$ 50.00 per unit and common area may be assessed, which fee amount may be amended by subsequent resolution of City Council. Reinspection fees not paid in full within thirty (30) days of assessment shall constitute a lien on the property and shall be recorded as such with the County Clerk.

(G) Extensions. If an owner cannot complete the required corrective action in the time set forth in the notice of non-compliance, the owner or agent may request an extension to the completion date, which may be granted upon a determination that substantial progress is being made to correct the violation(s). Such request shall be made in writing and shall contain the reasons that an extension is necessary and the requested length of extension. A request for extension shall be made no less than three (3) days prior to a scheduled reinspection or the required completion date, whichever is earlier.

(H) No Show Fees: If an owner or agent fails to attend an inspection or reinspection, fails to request a timely extension, or fails to provide notice to tenants of the City's request for permission to enter, a no-show fee of \$ 50.00 per missed appointment may be assessed. The fee amount may be amended by subsequent resolution of City Council.

### **11-12-14: UNLAWFUL CONDUCT; PUBLIC NUISANCE: (2532 2534 3560)**

(A) It shall be unlawful for any owner or agent to lease or to allow the use, maintenance, or occupancy of any residential dwelling or residential property that does not comply with the requirements of this Rental Code.

(B) Securing Structures. Any residential dwelling or residential property that is abandoned or

uninhabited and is dilapidated, deteriorated or has become a place frequented by trespassers or transients or has otherwise been declared as a hazard shall be deemed a public nuisance.

(C) The City Manager or authorized representative is hereby deemed a peace officer for the limited purpose of enforcing the provisions of this Rental Code, and shall have the power to issue complaints and summons for violations of these provisions, pursuant to Rule 204, Municipal Court Rules of Procedure, as amended, and Section 1-22-18 of the Westminster Municipal Code.

(D) Any person found guilty of violating any of the provisions of this Rental Code shall, upon conviction thereof, be punished by a fine or imprisonment or both, pursuant to Section 1-8-1 of the Westminster Municipal Code. Each day that a violation of any of the provisions of this Rental Code continues to exist shall be deemed to be a separate and distinct violation.

(E) A violation of any of the provisions of this Rental Code is hereby declared to be a public nuisance, and may be abated according to the procedures established in Title 8, Chapter 4, of the Westminster Municipal Code for the abatement of nuisances.

(F) In addition to all other penalties available, a violation of the provisions of this Rental Code may result in an action to revoke or suspend a rental property license or a rental dwelling registration according to the process set forth in Title V, Chapter 12, of the Westminster Municipal Code.

**11-12-15: ENFORCEMENT:** (3560)

If, after notice and order to correct, an owner, fails to timely correct the violation and fails to timely appeal the notice and order, the City Manager or authorized representative may issue a complaint and summons for prosecution in Municipal Court or for abatement as a nuisance.

**11-12-16: APPEAL:** (2532 2534 3560)

(A) An owner may appeal a notice of non-compliance and order to correct to the Board of Building Code appeals. Any such appeal shall be filed in writing with the City Manager within thirty (30) days of the date of service of the notice of non-compliance.

(B) The Board of Building Code Appeals shall hear the appeal within a reasonable time. Procedure for the hearing shall be as established in Title II, Chapter 10, of Westminster Municipal Code. Compliance with a notice of non-compliance shall be stayed until the Board has met and issued its decision.

(C) Any appeal of the decision of the Board shall be made to the District Court. The appellant shall pay for the costs of preparing a transcript and other expenses of preparation of the record of hearing before the Board.

**11-12-17: REMEDIES:** (2532 2534 3560)

Recovery of Costs. The cost of enforcement proceedings together with the cost of abatement, if so ordered, shall be assessed in any judgment rendered. If the costs identified are not paid they shall constitute a lien upon the property.

**11-12-18: IMMINENT DANGER: (2532 2534 3560)**

(A) If any structure, premise or portion thereof is found to present an imminent hazard to life or health, the premises shall be posted and the property shall be ordered vacated. Upon order to vacate, the property, or portion thereof, shall be posted as "Dangerous, Do Not Occupy" and written notification of the violations that deem the property, or portion thereof, as an imminent hazard shall be served as required in Section 11-12-13(C).

(B) It shall be unlawful for any person to remove or deface the posted notice, or to occupy the property or to enter the structure except for the purpose of repair. The violations identified as causing the property or portion thereof, to be an imminent hazard shall be corrected and reinspected before the posting is removed and the property, or portion thereof, is reoccupied.

(C) The owner or agent may appeal the order to vacate to the Board of Building Code Appeals, in the same manner as stated in Section 11-12-16, except that the duty to comply with the order to vacate shall not be stayed pending a hearing.

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Home | City Government | City Code | Title XI | 12: Rental Property Maintenance Code share:

## 12. Rental Property Maintenance Code

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11-12-1

Boards & Commissions
11/11 11-12-1
11-12-1

City Charter
CHAPTER 12

**City Code** **RENTAL PROPERTY MAINTENANCE CODE**

- Title I **11-12-1: GENERAL INTENT**
- Title II **11-12-2: MINIMUM STANDARDS**
- Title III **11-12-3: DEFINITIONS**
- Title IV **11-12-4: SPACE AND OCCUPANCY STANDARDS**
- Title V **11-12-5: FIRE PROTECTION**
- Title VI **11-12-6: EXTERIOR MAINTENANCE AND ACCESSORIES**
- Title VII **11-12-7: SITE MAINTENANCE**
- Title VIII **11-12-8: VACANT OR ABANDONED BUILDINGS**
- Title IX **11-12-9: LICENSE REQUIRED; RENTAL PROPERTY**
- Title X **11-12-10: REGISTRATION REQUIRED; RENTAL DWELLINGS**
- Title XI **11-12-11: INSPECTIONS**
- Title XII **11-12-12: INSPECTION PROCEDURES**
- Title XIII **11-12-13: NOTICE OF NON-COMPLIANCE; INSPECTION REPORT**
- Title XIV **11-12-14: UNLAWFUL CONDUCT; PUBLIC NUISANCE**
- Title XV **11-12-15: ENFORCEMENT**
- Title XVI **11-12-16: APPEAL**
- Title XVII **11-12-17: REMEDIES**
- Title XVIII **11-12-18: IMMINENT DANGER**

Title XIX **11-12-1: GENERAL INTENT: (2532 2534 2798 3560)**

Title XX (A) Title. These regulations shall be known as the Rental Property Maintenance Code of the City of Westminster, herein referred to as the "Rental Code."

Title XXI (B) Purpose. The purpose of this Rental Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the use and occupancy, location, and maintenance of all residential structures available for rent within the City of Westminster. This Rental Code establishes minimum standards for basic equipment and facilities, for light, ventilation and heating; for safety from fire; for the use and amount of space for human occupancy; and for the safe and sanitary maintenance of residential rental properties.

Title XXII (C) Scope. The provisions of this Rental Code shall apply to all existing residential rental buildings, and structures, excluding manufactured homes, and all existing premises, or portions thereof used, designed, or intended to be used for dwelling purposes on a rental basis as well as the site, including parking lots, driveways and landscaping, and accessory structures, such as fences, retaining walls, sheds, and other such structures. Rooming houses, congregate residences or lodging houses shall comply with all the requirements of this Rental Code. Except as provided herein, properties, including buildings, or portions thereof, equipment, devices and safeguards, which were required by the building code shall be maintained in conformance with the building code under which they were installed, provided such continued use is not dangerous to life. Where there are conflicts between the building code and this Rental Code, the provisions of this Rental Code shall apply.

Title XXIII (D) Non-Conforming Rights. Except for smoke detectors and carbon monoxide alarms as required by Sections 11-12-5(B) and 11-12-5(C), of this Rental Code, existing residential rental units that were constructed and approved under a previous edition of the building code shall be considered as demonstrating compliance with the construction provisions of this Rental Code, provided that the approved construction is not dangerous to life or health. Nothing in this Rental Code shall be construed to allow the degradation of those systems, devices and equipment required by the building code under which the building was constructed.

12/10 11-12-2 11-12-3

**11-12-2: MINIMUM STANDARDS:** (2532 2534 3560) No person shall lease to another for occupancy any structure that does not comply with the requirements of this Rental Code. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of compliance as required herein.

**11-12-3: DEFINITIONS:** (2532 2534 3560 3601)

(A) The following words, terms and phrases, when used in this Rental Code, shall have the following meanings unless the context clearly indicates otherwise:

- (1) "Agent" shall mean a manager or operator, or any person, agent, firm or corporation who is designated in writing by the owner to act as the representative of the owner on issues related to a rental property or rental dwelling or for receipt of notices related to a rental property or rental dwelling.
- (2) "Bedroom" shall mean any room or space used or intended to be used for sleeping purposes.
- (3) "Building" shall mean any structure used or intended for supporting or sheltering any use or occupancy.
- (4) "Building code" shall mean any of the codes currently adopted by the City as part of Title XI, Chapter 9, of the Westminster Municipal Code.
- (5) "Common authority" shall mean the status of having joint access or control over a leased premise for most purposes.
- (6) "Floor area" shall mean the area included within the surrounding exterior walls of a building or portion thereof, exclusive of vent shafts and courts. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the useable area under the horizontal projection of the roof or floor above.
- (7) "Habitable space" shall mean the space in a building for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility spaces, and similar areas are not considered habitable space.
- (8) "Imminent danger" shall mean a condition that could cause serious or life-threatening injury or death at any time.
- (9) "Income restricted property" shall mean a unit of rental property over which the owner, whether a non-profit or a for-profit entity, lacks the sole discretion to increase rent due to state or federal law. By way of example, and not limitation, units within a Section 8 housing project, as defined by 42 U.S.C. § 1437(f), as amended, as well as properties for which the owner takes an income tax credit pursuant to Sections 38 and 42 of the Internal Revenue Code (Title 26, U.S.C.), as amended, qualify as income restricted properties. However, units not within a Section 8 housing project that are rented with tenant-based Section 8 vouchers, pursuant to 42 U.S.C. § 1437(f), as amended, do not qualify as income restricted properties.
- (10) "Infestation" shall mean the presence within or around a structure of insects, rodents, vermin or other pests of such kind, or in such numbers, as to cause a hazard to health.
- (11) "Lease" shall mean:
- (a) an agreement by which an owner gives up to a tenant, for valuable consideration, possession and use of his property or a portion thereof for a definite term, at the end of which term the owner has an absolute right to retake control and use of the property; or
- 11/11 11-12-3 11-12-4
- (b) the act of an owner giving to a tenant, for valuable consideration, possession and use of his property or a portion thereof for a definite term, at the end of which term the owner has an absolute right to retake control and use of the property.
- (12) "Occupancy" shall mean the purpose for which a building or portion thereof is utilized or occupied.
- (13) "Owner" shall mean any person, agent, firm or corporation, or a designated representative of the same, having a legal or equitable interest in a rental dwelling or a rental property; or otherwise having control of such property, including the guardian of an estate and an executor or administrator of an estate when ordered to take possession of real property by a court.
- (14) "Person" shall mean any individual, partnership, corporation, association, or other type of entity capable of owning or managing property, or an agent, servant, or employee of any individual, partnership, corporation, association, or other entity capable of owning or managing property.
- (15) "Premises" shall mean a lot, plot or parcel of land including any buildings thereon.
- (16) "Property" shall mean one lot or adjacent lots under common ownership.
- (17) "Rental dwelling" shall mean any building or buildings, or portion thereof, on a property under common ownership consisting of no more than three units that provides shelter for human habitation or residential purpose, any portion of which is leased by the owner for occupation by a tenant. "Rental dwelling" shall not mean hotels, motels, hospitals, State licensed residential care facilities, assisted living facilities or nursing homes.
- (18) "Rental property" shall mean any building or buildings, or portion thereof, on one property under common ownership consisting of more than three units that provides shelter for human habitation or residential purposes, any portion of which is leased by the owner for occupation by a tenant. "Rental property" shall not mean hotels; motels; hospitals; State licensed residential care facilities, assisted living facilities, or nursing homes; or a facility qualified as Life Care Institution pursuant to C.R.S. §12-13-101, et seq., as amended.
- (19) "Structure" shall mean that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.
- (20) "Tenant" shall mean a person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof.

(21) "Unit" shall mean a rental property or a rental dwelling, in whole or in part, that is separately available to be leased and that contains living facilities, including provisions for sleeping, eating, cooking, and sanitation, as required by the building code.

(B) Words, terms and phrases used in this Rental Code and not defined above shall have the same meaning as assigned by the building codes currently adopted by the City in Title XI, Chapter 9, of the Westminster Municipal Code.

**11-12-4: SPACE AND OCCUPANCY STANDARDS: (2532 2534 2798 3560)**

(A) Improper Occupancy. Buildings or structures shall not be used for purposes other than those for which the building or structure was designed or intended or in violation of any other provisions of the Westminster Municipal Code or ordinances.

12/10 11-12-4

11-12-4

(B) Room Dimensions.

(1) Ceiling Heights. Habitable rooms in units shall have a ceiling height of not less than seven (7) feet. In rooms with sloped ceilings, the required ceiling height shall be provided in at least 50% of the room. No portion of any room with a ceiling height of less than 5 feet shall be considered as contributing to the minimum floor area as required in subsection (2) below.

(2) Floor Area.

(a) Every unit shall contain at least one hundred fifty (150) square feet of habitable floor space for the first occupant and an additional one hundred (100) square feet of floor space for each additional occupant. Every room used for sleeping purposes shall have at least seventy (70) square feet of floor space for the first occupant and an additional thirty (30) square feet of floor space for each additional occupant.

(b) The Building Official may waive or modify the above-stated minimums in appropriate circumstances such as the birth or adoption of additional children, a temporary need for medical care for a family member, or care of children by a non-custodial parent.

(3) Width. No room used for living or sleeping purposes shall be less than 7 feet in any dimension. Each toilet shall be installed in a clear space of at least 27 inches in width.

(C) Light and Ventilation.

(1) General. For the purpose of determining light or ventilation required by this Section, any room may be considered as a portion of an adjoining room if one half of the common wall is open and unobstructed and provides an opening of at least 10% of the floor area of the interior room.

(2) Light. Every habitable room within a unit shall be provided with windows or skylights with an area of at least 10% of the floor area. All public hallways, stairways and other exit ways shall be illuminated at all times with not less than 5 footcandles at the floor level.

(3) Ventilation.

(a) Habitable rooms within a unit shall be provided with natural ventilation by means of at least one openable exterior window or skylight with an area of not less than 1/20 of the floor area with a minimum of 5 square feet.

(b) In lieu of required exterior openings for natural ventilation, an approved mechanical ventilation system may be provided. Such system shall be capable of providing two air changes per hour in all habitable rooms and public hallways. In such case, one fifth of the required air supply shall be taken from the outside.

(c) Bathrooms, water closet compartments and similar spaces shall be provided with natural ventilation by means of openable exterior openings with an area not less than 1/20 of the floor area of such rooms with a minimum of 1 1/2 square feet.

(d) In lieu of required exterior openings for natural ventilation in bathrooms containing a bathtub or shower and similar rooms, mechanical ventilation system connected directly to the exterior capable of providing five air changes per hour shall be provided. The point of discharge of exhaust containing only a toilet or lavatory or combination thereof, and similar rooms may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.

(D) Sanitation.

(1) Units. Every unit shall be provided with a toilet, lavatory, and either a bathtub or shower. These facilities shall be located within the same building as the occupants and occupants shall not be required to go outside the building or through another dwelling unit to reach the facilities.

12/10 11-12-4

11-12-4

(2) Fixtures. All plumbing fixtures and piping shall be maintained as provided in the building code. Each plumbing fixture shall be provided with hot and cold running water necessary for its normal operation and be properly connected to an approved water and sewer system. Plumbing system waste piping shall be maintained free of all sewage obstructions and leaks. Potable water piping shall be free of leaks that cause a consistent flow of water. All plumbing fixtures shall be of smooth, impervious, easily cleanable surfaces and be maintained in safe and sanitary working condition, free of cracks, breaks, rust and leaks. All plumbing fixtures shall be of an approved glazed earthenware type or similar nonabsorbent material. All plumbing fixtures shall be adequately secured so that no strain is placed on the piping connections.

(3) Lavatory Basins. Every room containing a toilet shall have a lavatory located in the same room or in the room immediately adjacent to the room containing the toilet. Laundry tubs, kitchen sinks, or bathtubs are not acceptable substitutes for lavatory purposes.

(4) Room Separation. Every room containing a toilet, bathtub or shower shall be completely enclosed by partitions, doors, or windows from floor to ceiling and wall to wall which will afford privacy to the occupant.

(5) Bathtub and Shower Enclosures. The interior of every shower enclosure shall be watertight, maintained in sound condition, and be easily cleanable. Walls and floors of every shower enclosure shall be made of smooth, non-absorbent materials free of sharp edges and properly sloped to drain completely. Joints in any bathtub or shower enclosure shall be maintained waterproof with caulking or similar material. Repairs shall be required if more than two square feet of the enclosure wall or floor is no longer waterproof or more than two linear feet of caulking has failed or if the leak is causing an unsafe electrical condition.

(6) Kitchen Sink. Every unit shall contain a kitchen sink of seamless construction and impervious to water and grease. Where garbage disposals are provided, they shall be in working order, free of leaks, installed per manufacturer installation instructions and powered by a UL listed power cord.

(7) Openings for Piping. All exterior openings into the interior of the building, including those in a crawl space, provided for the passage of piping shall be properly sealed with snug fitting collars of metal or other material so as to be rodent and insect resistant and securely fastened in place.

(8) Environmental Health. All surfaces in and around the dwelling unit shall be maintained free of mold and mildew.

(E) Structural Requirements.

(1) General. Roofs, floors, walls, foundations, ceilings, stairs, handrails, guardrails, doors, porches, all other structural components, and all appurtenances thereto shall be capable of resisting any and all forces and loads to which they may be normally subjected, and shall be kept in sound condition and in good repair.

(2) Foundations. Every foundation shall be maintained plumb and free of open cracks and breaks, kept in sound condition and good repair, and shall be weathertight and watertight.

(3) Weather Protection. Every foundation, floor, roof, ceiling, and exterior and interior wall and all exterior doors and windows shall be weathertight and watertight and maintained free of holes, cracks or other defects that admit rain so as to provide shelter for the occupants against the elements and to otherwise exclude dampness. Windows that are designed to open vertically shall be capable of remaining open without the use of tools, props or special knowledge.

12/10 11-12-4

11-12-4

(4) Interior Maintenance. Floors, walls doors and ceilings shall be secure and free of holes, cracks, and breaks. Floor coverings shall be free from any defects that could cause tripping or would prevent the floor from being easily cleaned. Floor coverings such as carpeting, tile, linoleum, and similar material shall be repaired or replaced when more than 10% of the floor covering area is severely deteriorated or if defects create an unsafe or unsanitary condition. Floor coverings that have tears in excess of six inches that are raised above the floor surface to present a tripping hazard shall be repaired.

(5) Drainage. All rain water shall be so drained and conveyed away from every roof and away from every foundation so as to not cause dampness in basements or in walls, ceilings or floors of any building, or erosion of exterior surfaces. Water shall not be discharged in a manner that adversely affects the safety of the general public.

(F) Mechanical Requirements.

(1) Heating.

(a) Every unit shall be provided with heating facilities capable of maintaining a minimum room temperature of 68° F at a point 3 feet (3') above the floor in all habitable rooms, bathrooms, and water closet compartments. Units shall be supplied with heat during the period of October through April. Electric heating appliances that are not permanently installed, cooking appliances of any type, or decorative appliances shall not be considered heating facilities for the purpose of providing heat as required by this Section. Unvented fuel-burning heaters or decorative appliances are not permitted except as permitted and approved by the Building Division.

(b) All heating devices or appliances shall be of an approved type and installed as required in the building code and maintained in safe working condition. Required clearances to protected or unprotected combustible materials shall be maintained for heating equipment as well as sufficient clearance to permit the cleaning, maintenance, service and repair of the appliance. Required clearances are those listed on the equipment or otherwise required by the building code. Venting systems for gas-fired appliances shall be maintained in accordance with the building code.

(c) Except within an efficiency dwelling unit, gas-fired water heaters shall not be installed in any sleeping area. Water heating equipment serving any dwelling unit shall be capable of providing water at a temperature of at least 120# F at the fixture outlet and a recovery capacity of at least twenty gallons per hour for each dwelling unit. Water heaters shall be provided with an approved temperature and pressure relief valve and drain extension that terminates at an approved location.

(d) Closets containing heating equipment shall be kept free of stored items, combustibles, flammables or accelerants.

(2) Electrical.

(a) All electrical equipment, wiring and appliances shall be installed and maintained in a safe manner in accordance with the building code. All electrical equipment shall be permanently installed and be an integral part of the electrical wiring of the entire building. Electrical appliance or fixture cords shall be protected with proper coverings having no frayed or exposed wiring.

(b) Every habitable room, bathroom, kitchen, laundry room and public hallway shall have at least two convenience outlets or one convenience outlet and one electric light fixture. Every water closet compartment, furnace room and public stairway shall contain at least one electric light fixture. Electrical light fixtures should house only those bulbs approved by the manufacturer. Wattage of bulbs shall not exceed the manufacturer's maximum wattage recommendations for the fixture. Exterior fixtures shall be free of missing or broken globes that may leave the bulb exposed to the elements.

(c) Breaker panels shall be readily accessible, shall not be blocked or covered by storage or decoration, and shall not be painted shut. There shall be no unapproved openings within any electrical enclosure.

12/10 11-12-4

11-12-6

(3) Extension Cords. Extension cords shall not be used as permanent electrical wiring or required electrical outlets. No extension cords shall extend or pass from one room to another room. No extension cord shall be placed across any doorway, through any wall or partition, or in an area where such cord is subject to physical damage.

(G) Exits.

(1) General. All buildings or structures shall be provided with exits, including stairways, handrails, and guardrails, and have access to the public way as required by the building code. All doors, windows, corridors, stairways, fire escapes or other means of egress shall be maintained free of stored or discarded materials or other obstructions or locks as to prevent or impede egress from the building or structure.

(2) Dwelling Units. Every unit or guest room shall have access directly to the exterior of the building or to a public corridor that leads to the exterior. Sleeping rooms located below the fourth story and in basements shall have at least one operable window or exterior door meeting the building code requirements for emergency escape or rescue. These required windows or doors shall be operable from the inside to provide the required full clear opening without the use of separate tools or keys and not requiring special knowledge or effort.

(H) Appliances. Appliances whether supplied by the owner or tenant, shall be maintained in good working condition, free of leaks or other defects so as not to cause any unsafe or unsanitary condition.

**11-12-5: FIRE PROTECTION:** (2532 2564 3541 3560)

(A) General. Required fire rated assemblies shall be maintained as specified in the building code and the fire code adopted in Title XI, Chapter 10, of the Westminster Municipal Code. Such assemblies shall be properly repaired, restored, or replaced when damaged, altered, breached, penetrated, removed or improperly installed. Fire protection equipment, including but not limited to extinguishing systems, fire alarm systems, smoke detectors, and fire extinguishers, shall be maintained in good and safe working condition as required by the Fire Department.

(B) Smoke Detectors. Smoke detectors shall be installed in all units as required by the building codes.

(C) Carbon Monoxide Alarms. Any unit that includes fuel-fired appliances or an attached garage in which interior alterations, repairs, fuel-fired appliance replacement or additions, any of which requires a building permit to be issued, have been made, or any unit that has a change in tenant or occupancy, shall have carbon monoxide alarms installed as required by the building code.

(D) Open Flame Cooking Devices. Open flame cooking devices shall be regulated as required by the provisions of the building code and the fire code adopted in Title XI, Chapter 10, of the Westminster Municipal Code.

**11-12-6: EXTERIOR MAINTENANCE AND ACCESSORIES:** (2532 2534 2798 3560)

(A) Weather protection. Buildings, or portions thereof, shall have exterior walls that are weathertight and watertight, and kept free of deterioration, holes, breaks, or loose boards or coverings. Roof surfaces shall be watertight and not have any defects that that will allow water to enter into the structure.

(B) Exterior maintenance.

(1) The exterior finish of all structures shall be maintained. If the exterior finish of a structure is paint or stain, the structure shall be painted or stained prior to a time when the exterior finish has substantially deteriorated. Graffiti shall be removed per Title VIII, Chapter 4, of the Westminster Municipal Code.

12/10 11-12-6

11-12-7

(2) All architectural projections such as cornices, moldings, lintels, sills and similar projections shall be maintained in good repair and free of defects.

(3) All chimneys, antennae (including satellite dishes), vents, gutters and downspouts and similar projections or building accessories shall be structurally sound and in good repair. Such projections shall be properly secured, when applicable, to an exterior wall or roof.

(C) Windows and doors. Windows and exterior glazing shall be soundly and adequately glazed, free from loose and broken glass and cracks that could cause physical injury or allow the elements to enter the structure. Windows and doors are to be maintained so that they can be secured in a closed position. Exterior doors shall be maintained weathertight, watertight and rodentproof. Exterior doors of unit shall be solid core

or equivalent and be provided with a deadbolt locking device that tightly secures the door. Where window mounted cooling appliances are utilized, the opening around the appliance must be sealed with materials resistant to weather.

(D) Screens. Screens shall be provided, year round, for all operable windows. All screens, including screen doors, shall be maintained in good repair and free from tears, holes, or other imperfections of either screen or frame that would admit insects such as flies, flying insects or mosquitoes. Screens with holes one square inch or larger or with tears in excess of two inches shall be repaired or replaced. Screens shall not be damaged or warped, shall fit tight in the framework of the window, and be removable for cleaning and maintenance purposes. Sliding screen doors are required wherever sliding glass doors are present.

(E) Infestation. All structures and exterior property shall be maintained free of rodent, insect or vermin infestation which creates an unsafe or unsanitary environment on the subject, or adjacent buildings or properties. All structures and exterior property shall be maintained free of conditions which may cause an unsafe or unsanitary environment.

(F) Addresses. Address numbers a minimum of 3" in height shall be provided on every occupied building or structure located so as to be visible from the street. Individual units within a building or structure shall be individually identified. Address numbers shall be of a contrasting color to their background for easy visibility.

(G) Accessory Structures. All accessory structures shall be maintained in a state of good repair or removed from the site. Such structures shall include, but not be limited to, clubhouses, offices, maintenance buildings, carports, retaining walls, fences, garages, and miscellaneous sheds or structures. These structures should be constructed of materials consistent for the use of the structure and not constructed in a makeshift or haphazard manner.

**11-12-7: SITE MAINTENANCE:** (2532 2534 3133 3338 3560)

(A) General. The accumulation of weeds, vegetation, junk (including, but not be limited to, abandoned, unused or nonoperational appliances, equipment, vehicles, machinery, or household furnishings), dead organic matter, debris, garbage, stagnant water, combustible materials or similar materials or conditions shall be subject to the provisions of Title VIII, Chapter 1 of the Westminster Municipal Code and shall be subject to abatement provisions therein.

(B) Parking Areas. All off street parking and access drives shall be improved with asphalt pavement or an equivalent approved surface as determined by the City. Parking areas shall be kept free from potholes, cracks or other deterioration. No dirt, grass or sod parking areas are allowed. All striping and signage, including parking signage and fire lane or access signage shall be maintained in good condition and clearly legible.

12/10 11-12-7

11-12-10

(C) Landscaping.

(1) All landscape areas, improvements and materials shall comply with and be maintained according to the City of Westminster Landscape Regulations and the Westminster Municipal Code. All landscape areas shall be landscaped with approved landscaping, including grass, shrubs, and trees. All landscape areas shall be maintained and all dead or severely damaged plant materials shall be replaced with plant materials as required by the City of Westminster Landscape Regulations. All turf areas shall be maintained so that no turf area exceeds 6 (six) inches in height. Weeds shall not exceed twelve (12) inches in height. Landscape areas may not include tree canopy, dirt, weeds, artificial turf or paving and drive improvements. Properties with an existing Official Development Plan shall be maintained as required by such plan.

(2) Rental dwellings shall be required to have one (1) tree and three (3) shrubs in the front yard landscape area. As required by the City of Westminster Landscape Regulations, a minimum of fifty percent (50%) of each yard area adjacent to a street, or public or private park or open space shall be landscape area. Remaining lot area not landscape area may only be paving or drives as defined in the City of Westminster Standards and Specifications for the Construction of Public Improvements.

(3) Rental properties shall be required to have one (1) tree and three (3) shrubs per 1,000 square feet of landscape area. A minimum of thirty percent (30%) of the lot shall be landscape area as defined by the City of Westminster Landscape Regulations, unless an exception is made by the City for good cause. Remaining lot area not landscape area may only be paving or drives as defined in the City of Westminster Standards and Specifications for the Construction of Public Improvements.

(D) Trash. Trash enclosures shall be installed and maintained as required by the Westminster Municipal Code. All trash shall be kept inside the enclosure. Oversized trash that will not fit within the trash enclosure shall be removed from the property as required by Westminster Municipal Code.

(E) Properties not in compliance with the requirements of this Section shall become compliant by January 1, 2016. Properties determined not to be in compliance based on inspection or review of the site plan required by Section 5-12-5(A)(11) of the Westminster Municipal Code shall before January 1, 2012, submit to the City a plan for property improvements detailing how the property will be timely brought into compliance.

**11-12-8: VACANT OR ABANDONED BUILDINGS:** (2532 2534 3560)

(A) Vacant or abandoned buildings shall be secured to prevent unauthorized entry.

(B) Exterior building maintenance and site maintenance of abandoned or vacant buildings shall be the same as required for occupied buildings.

(C) Vacant or abandoned buildings and properties shall be maintained free of accumulations of combustible or hazardous material.

**11-12-9: LICENSE REQUIRED; RENTAL PROPERTY:** (3560) Prior to leasing any rental property for occupancy, an owner shall obtain and maintain in good standing a rental property license from the City pursuant to Title V, Chapter 12, of the Westminster Municipal Code.

**11-12-10: REGISTRATION REQUIRED; RENTAL DWELLINGS:** (3560) Prior to leasing any rental dwelling for occupancy, an owner shall obtain and maintain in good standing a rental dwelling registration with the City pursuant to Title V, Chapter 12, of the Westminster Municipal Code.

12/10 11-12-11

11-12-11

**11-12-11: INSPECTIONS:** (2532 2534 2798 3560)

(A) General.

- (1) The City Manager, acting by and through the Building Division, shall establish a regular and orderly schedule to inspect all rental property within the City. Such schedule shall not preclude inspection of a rental property at other times based on a request of a resident, owner or manager, or other complainant.
- (2) Rental dwellings shall be inspected by the City on a complaint basis or as conditions warrant with no regular inspection schedule.
- (3) Any violations shall be documented and a photographic record may be made of the property or of any violations discovered on the property.

(B) Right of Entry.

(1) When necessary to make an inspection for compliance with the provisions of this Rental Code as part of scheduled inspections, or when the City has probable cause to believe that there exists upon any premises any condition that constitutes a violation of the provisions of this Rental Code, the City Manager or authorized representative, hereinafter referred to as the "Inspector," may enter a premise at all reasonable times to inspect or to perform any duty imposed on him, provided that the following procedure has been followed:

- (a) If a premise is currently leased, the Inspector shall first present proper credentials and request permission to enter from a tenant or other person having common authority over the premise. If the leased premise is currently unoccupied, the Inspector shall make a reasonable effort to locate the tenant, and upon locating the tenant, shall present proper credentials and request permission to enter. If a tenant or other person having common authority over the premise cannot be located after a reasonable effort, a notice of intent to inspect shall be posted on the premises giving notice that an inspection may proceed after a court order is obtained from the Municipal Judge of the City.
- (b) If a premise is not currently leased, the Inspector shall present proper credentials and request permission to enter from the owner or agent. If the owner or agent cannot be located after a reasonable effort, a notice of intent to inspect shall be posted on the premises giving notice that an inspection may proceed upon issuance of a court order by a Municipal Judge of the City.

(2) If entry is refused, or twenty-four (24) hours after the premises have been posted, the Inspector may appear before the Municipal Judge and shall request pursuant to Rule 241(b)(2) of the Municipal Court Rules of Procedure, as amended, a court order entitling the Inspector to enter upon the premises. Upon presentation of the court order and proper credentials, or possession of same in the case of unoccupied premises, the Inspector may enter upon the premises, using such reasonable force as may be necessary to gain entry.

(3) For purposes of this Section, "probable cause" for a court order exists upon a showing that the inspection is part of the systematic schedule of inspections that is a condition of licensing the rental property and that the tenant or other person having common authority over the premise has failed or refused to grant entry to the Inspector or upon a showing that the facts and circumstances within the Inspector's knowledge are sufficient to warrant a person of reasonable caution in the belief that a violation of this Rental Code may exist. The Inspector shall not be required to demonstrate specific knowledge of the condition of the particular premises in issue in order to obtain a court order.

(C) Unlawful Resistance. It shall be unlawful for any owner, tenant, or person having common authority of a rental property or rental dwelling to deny entry of an Inspector acting pursuant to a court order that has been issued according to the procedure outlined in this Section.

12/10 11-12-12

11-12-13

**11-12-12: INSPECTION PROCEDURES:** (2532 2534 3560)

(A) Authority. The City Manager, acting by and through the Building Division, may inspect rental properties and rental dwellings, individual units thereof, and their associated properties, in order to determine compliance with the provisions of this Rental Code.

(B) Scheduled Inspections of Rental Properties.

- (1) The frequency of inspections on rental properties shall be as follows:
  - (a) Properties less than six (6) years old shall not be scheduled for inspection.
  - (b) Properties between six (6) and twenty (20) years old shall be inspected every four (4) years.
  - (c) Properties older than twenty (20) years shall be inspected every two (2) years.
- (2) Inspections may be increased in frequency upon a determination that violations of this Rental Code, revealed during an inspection, individually or in combination, demonstrate a failure to maintain the rental property in a decent, safe, and sanitary condition.
- (3) Inspections may be decreased in frequency based on satisfactory results of the latest inspection of the entire rental property; however, a modification of the scheduled inspection schedule shall not be extended more than two (2) years for any property and no inspection schedule shall exceed six (6) years between inspections.

(4) Any rental property may be inspected at any time due to complaints or as conditions warrant.

(C) Notification prior to Inspections. It shall be the responsibility of the owner or agent to notify the individual tenants of the property of the scheduled inspection and to request that permission for the City to enter the premises be granted at the time of the inspection, by a tenant or person with common authority over the premise, either in person or in writing. Without such express permission to enter a unit scheduled for inspection, the City shall not proceed to inspect and shall instead obtain a court order according to the process outlined in Section 11-12-11(B). In addition to the right of entry process set forth in Section 11-12-11(B) above, regular inspections may be preceded by the following notice:

(1) A letter of intent to inspect a property based on the systematic inspection schedule mailed to the owner or agent of the property stating the proposed date and time of the inspection and given a minimum of thirty (30) days before inspection.

(2) Notice to the owner or agent at least seven (7) days in advance of the scheduled inspection to verify the time and date.

(3) If it is necessary for the City to cancel a scheduled inspection, it may send a cancellation notice to the owner or agent of the effected property at least three (3) days prior to the scheduled inspection date.

(D) Inspections of Rental Dwellings. Inspection of rental dwellings shall be on a complaint basis or as conditions warrant with no regular inspection schedule and shall proceed according to the process for right of entry set forth in Section 11-12-11(B).

**11-12-13: NOTICE OF NON-COMPLIANCE; INSPECTION REPORT: (2532 2534 2798 3560)**

(A) When the City determines that non-compliance with this Rental Code exists, a notice of non-compliance and order to correct shall be issued. The notice of non-compliance shall be in writing and shall describe the violation with sufficient detail for it to be properly addressed and corrected. The notice of non-compliance shall provide a reasonable time for correction, no less than seven (7) and no more than ninety (90) days.

12/10 11-12-13

11-12-14

(B) Inspection Report. A report of inspection results, including notice of non-compliance, if any, shall be sent to the property owner or agent within ten (10) days of completion of an inspection.

(1) The inspection report shall include the results of the inspection, the period of time for correction of any non-compliant conditions, and the scheduled reinspection date and time.

(2) An inspection report containing only satisfactory results with no notice of non-compliance need not be personally served and may be mailed to the owner or agent at the address currently on file with the City as part of the licensing or registering of the property pursuant to Title V, Chapter 12, of Westminster Municipal Code.

(C) Any notice of non-compliance and order to correct and any inspection report containing a notice of non-compliance and order to correct shall be served by one of the following methods:

(1) Personally upon the owner or agent, in which case service shall be deemed complete on the date such service occurs.

(2) Notice posted on the premises and mailed to the owner or agent at the address currently on file with the City as part of the licensing or registering of the property pursuant to Title V, Chapter 12, of Westminster Municipal Code. Service by this method shall be deemed complete three days after mailing and posting, even if no acknowledgment of receipt is provided.

(D) Reinspections. Reinspections may be conducted to verify that the violations identified in a notice of non-compliance have been corrected. Violations that were not noted during the initial inspection but are discovered on the reinspection shall not be subject to correction as part of the initial notice of non-compliance, but may result in the issuance of an additional notice of non-compliance. Imminent hazards identified on a reinspection shall be subject to the provisions of Section 11-12-18.

(E) Owner Certification for Corrections. The City may accept written affirmation from the owner or agent confirming correction of any or all violations documented in the formal notice of non-compliance.

(F) Reinspection Fees. A reinspection fee may be assessed for each follow-up inspection required after the initial reinspection due to an owner's failure to correct satisfactorily the identified violations. For each follow-up inspection required after the initial reinspection a reinspection fee of \$ 50.00 per unit and common area may be assessed, which fee amount may be amended by subsequent resolution of City Council. Reinspection fees not paid in full within thirty (30) days of assessment shall constitute a lien on the property and shall be recorded as such with the County Clerk.

(G) Extensions. If an owner cannot complete the required corrective action in the time set forth in the notice of non-compliance, the owner or agent may request an extension to the completion date, which may be granted upon a determination that substantial progress is being made to correct the violation(s). Such request shall be made in writing and shall contain the reasons that an extension is necessary and the requested length of extension. A request for extension shall be made no less than three (3) days prior to a scheduled reinspection or the required completion date, whichever is earlier.

(H) No Show Fees: If an owner or agent fails to attend an inspection or reinspection, fails to request a timely extension, or fails to provide notice to tenants of the City's request for permission to enter, a no-show fee of \$ 50.00 per missed appointment may be assessed. The fee amount may be amended by subsequent resolution of City Council.

**11-12-14: UNLAWFUL CONDUCT; PUBLIC NUISANCE: (2532 2534 3560)**

(A) It shall be unlawful for any owner or agent to lease or to allow the use, maintenance, or occupancy of any residential dwelling or residential property that does not comply with the requirements of this Rental Code.

12/10 11-12-14

11-12-18

(B) Securing Structures. Any residential dwelling or residential property that is abandoned or uninhabited and is dilapidated, deteriorated or has become a place frequented by trespassers or transients or has otherwise been declared as a hazard shall be deemed a public nuisance.

(C) The City Manager or authorized representative is hereby deemed a peace officer for the limited purpose of enforcing the provisions of this Rental Code, and shall have the power to issue complaints and summons for violations of these provisions, pursuant to Rule 204, Municipal Court Rules of Procedure, as amended, and Section 1-22-18 of the Westminster Municipal Code.

(D) Any person found guilty of violating any of the provisions of this Rental Code shall, upon conviction thereof, be punished by a fine or imprisonment or both, pursuant to Section 1-8-1 of the Westminster Municipal Code. Each day that a violation of any of the provisions of this Rental Code continues to exist shall be deemed to be a separate and distinct violation.

(E) A violation of any of the provisions of this Rental Code is hereby declared to be a public nuisance, and may be abated according to the procedures established in Title 8, Chapter 4, of the Westminster Municipal Code for the abatement of nuisances.

(F) In addition to all other penalties available, a violation of the provisions of this Rental Code may result in an action to revoke or suspend a rental property license or a rental dwelling registration according to the process set forth in Title V, Chapter 12, of the Westminster Municipal Code.

**11-12-15: ENFORCEMENT:** (3560) If, after notice and order to correct, an owner, fails to timely correct the violation and fails to timely appeal the notice and order, the City Manager or authorized representative may issue a complaint and summons for prosecution in Municipal Court or for abatement as a nuisance.

**11-12-16: APPEAL:** (2532 2534 3560)

(A) An owner may appeal a notice of non-compliance and order to correct to the Board of Building Code appeals. Any such appeal shall be filed in writing with the City Manager within thirty (30) days of the date of service of the notice of non-compliance.

(B) The Board of Building Code Appeals shall hear the appeal within a reasonable time. Procedure for the hearing shall be as established in Title II, Chapter 10, of Westminster Municipal Code. Compliance with a notice of non-compliance shall be stayed until the Board has met and issued its decision.

(C) Any appeal of the decision of the Board shall be made to the District Court. The appellant shall pay for the costs of preparing a transcript and other expenses of preparation of the record of hearing before the Board.

**11-12-17: REMEDIES:** (2532 2534 3560) Recovery of Costs. The cost of enforcement proceedings together with the cost of abatement, if so ordered, shall be assessed in any judgment rendered. If the costs identified are not paid they shall constitute a lien upon the property.

**11-12-18: IMMINENT DANGER:** (2532 2534 3560)

(A) If any structure, premise or portion thereof is found to present an imminent hazard to life or health, the premises shall be posted and the property shall be ordered vacated. Upon order to vacate, the property, or portion thereof, shall be posted as "Dangerous, Do Not Occupy" and written notification of the violations that deem the property, or portion thereof, as an imminent hazard shall be served as required in Section 11-12-13 (C).

12/10 11-12-18

11-12-18

(B) It shall be unlawful for any person to remove or deface the posted notice, or to occupy the property or to enter the structure except for the purpose of repair. The violations identified as causing the property or portion thereof, to be an imminent hazard shall be corrected and reinspected before the posting is removed and the property, or portion thereof, is reoccupied.

(C) The owner or agent may appeal the order to vacate to the Board of Building Code Appeals, in the same manner as stated in Section 11-12-16, except that the duty to comply with the order to vacate shall not be stayed pending a hearing.

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