

## DRAFT PROPOSED LOCAL LAW

### Village of Fayetteville

Local Law 2 2010

**Section 1.** A Local Law establishing Chapter 130 of the Village of Fayetteville Code Entitled “Registration and Inspection of Rental Properties”

**Be it enacted by the Village Board of Trustees of the Village of Fayetteville as follows:**

#### **PURPOSE AND INTENT**

It is the purpose and intent of this local law to amend the Village of Fayetteville Code to establish a uniform program for the registration and inspection of rental properties within the Village to help protect and safeguard the rights, health, safety and welfare of property owners, all occupants and tenants and to ensure proper maintenance of the rental housing through registration and inspection, or, in lieu of inspection, affidavit from the property owner on the form attached as Exhibit A.

**Section 2.** Chapter 130, entitled “Registration and Inspection of Rental Properties Law” is hereby added, reading in its entirety as follows:

### **Chapter 130 Registration and Inspection of Rental Properties**

#### **§130-1 Title**

This Chapter \_\_\_ shall be known as the “Registration and Inspection of rental Properties”.

#### **§130-2 Definitions.**

##### **In this Chapter:**

“Agent” shall mean a representative of a Property Owner who shall actually reside and be domiciled within the designated boundaries of Onondaga, Madison, Oswego, Cortland or Cayuga County and shall be legally authorized in a signed and notarized writing by the Property Owner delivered to the Village not less than thirty (30) days from the due date of registration and identified in such correspondence to the Village to act in the Property Owner’s behalf in matters regarding the Rental Unit(s). Upon application to the Village Board an individual outside of such areas may be designated as Agent provided that the Village Board makes a finding that Rental Unit can be properly managed even though such individual is not within the counties named herein. The Village shall maintain a form for such purposes and such form shall be the official executed and delivered authorization form required hereunder. See attached Exhibit B.

“Codes Enforcement Officer” shall mean a staff member of, or appointed, employed or retained by the Village of Fayetteville for the purpose of enforcement of this Chapter, including without limitation the Village Codes Enforcement Officer, DPW Superintendent, Fire Department Personnel or other person qualified to make such inspection, including third party independent contractors.

“Property Owner” shall mean any person or entity who, alone or jointly or severally with others, shall have legal or equitable title to any premises, with or without accompanying actual possession thereof, or shall have charge, care or control of any dwelling unit as owner or as executor, executrix, administrator, administratrix, trustee, receiver or guardian of the estate or as a mortgagee in possession, regardless of how such possession was obtained. Any person who is a lessee subletting or reassigning any part or all of any dwelling or dwelling unit shall be deemed to be a co-owner with the lessor and shall have joint responsibility over the portion of the premises sublet or assigned by said lessee.

An owner of residential rental property shall provide the following information:

- (1) The name, address, and telephone number of the owner;
- (2) If the residential rental property is owned by a trust, business trust, estate, partnership, limited partnership, limited liability company, association, corporation, or any other business entity, the name, address, and telephone number of the following:
  - (a) A trustee, in the case of a trust or business trust;
  - (b) The executor or administrator, in the case of an estate;
  - (c) A general partner, in the case of a partnership or a limited partnership;
  - (d) A member, manager, or officer, in the case of a limited liability company;
  - (e) An associate, in the case of an association;
  - (f) An officer, in the case of a corporation;
  - (g) A member, manager, or officer, in the case of any other business entity.

“Occupancy” (“Occupying,” “Occupied” or “Occupy”) shall mean the act, state, or condition of being or becoming a tenant, licensee, squatter, or being or living in , taking up quarters or space in or on, or being in possession of all or part of any real property.

“Occupant” shall mean any person who is in Occupancy of all or part of any real property.

“Owner-Occupied” shall mean any Rental Unit occupied by the property owner.

“Rental Permit” shall mean a permit issued by the Village of Fayetteville stating that the structure or rental unit is permitted for occupancy use. Any special circumstances or conditions under which occupancy is permitted may be specified on such Rental Permit.

“Rental Unit” shall mean any real property, or part thereof, occupied, intended to be occupied or able to or contemplated for occupancy by persons, businesses or other commercial enterprises other than the owner and their immediate family within or on the premises or part thereof whether or not such occupancy or intended occupancy is in consideration of a rental or similar payment. Each separate occupied, possessed, or separable living or working unit within a parcel of real property is considered a separate Rental Unit, all. And each of which are subject to the provisions hereof. A unit claimed by the

owner to not require a rental permit, and therefore exempt from the provisions hereof shall be supported by the sworn statement described at §130-3(b).

“Tenant” shall mean in the broadest sense, one who holds or possesses lands or tenements by any kind of right or title, whether the fee, for life, for years, at will, or otherwise. In a more restricted sense, one who has the temporary use and occupation of real property owner by another person (called tenancy being usually fixed by an instrument called a “lease.” One who occupies another’s land or premises in subordination to such other’s title and with his assent, express or implied. One renting land for payment or similar consideration.

“Unfit Rental Unit” shall mean when a Rental unit is found to be unsafe or unfit human occupancy or is found otherwise unlawful including any in violation of any Federal, New York State, Onondaga County, or Village of Fayetteville law, regulation or code and including without limitation the New York State Property Maintenance and Uniform Fire Prevention Code as set forth by Chapter 78 of the Village of Fayetteville.

“Village” shall mean the Village Board of Trustees or Village Mayor where such authority is vested in the Mayor.

### **§130-3. Administration.**

- A. Rules of Registration – No Rental Unit shall be occupied until a Rental Permit has been obtained for such Rental unit. Following the adoption of this law, all Rental Unit occupancy without a valid permit shall result in the issuance of an “Order to Vacate” to all Occupants of (a) the Rental Units.
- B. Rental Permit – Any Property Owner who allows occupancy of a residential Rental Unit within the Village of Fayetteville shall register for and obtain a Rental Permit from the Village. All Rental units must be registered with the Village of Fayetteville within ninety (90) days of the adoption of this law, and each and every calendar year or the second year thereafter, as provided at §130-3(l) hereof, thereafter on or before January 1st (commencing the first full calendar year following adoption), on a registration form provided by the Village of Fayetteville substantially in the form attached. All fees and the registration form shall be submitted. Except as provided for at §130-2, Property Owners whose business or legal residence is outside Onondaga, Madison, Oswego, Cortland, or Cayuga County must register an Agent as defined in §130-2 of this code. No Rental Unit shall be Occupied until a Rental Permit is issued. Any Property Owner claiming an exemption as listed in §130-6 shall file a sworn statement supporting its claim of exemption with the Village Clerk in form provided by the Village of Fayetteville.
- C. Inspections – The Codes Enforcement Officer shall be authorized, in the performance of their duties, to conduct inspections of the interior and exterior portions of rental units, at such times and in such manner as they may find necessary, with the consent of the Property Owner & Occupant or Occupant only. Upon registration an inspection shall be satisfactorily completed, and with all issues and violations cited therein, cured, not later than the Allotted Time. The Allotted Time shall be that time for cure of all violations as shall be reasonably imposed by the Codes Enforcement Officer upon initial inspection taking into consideration the severity, complexity, and number/volume of violations, the likely cost to cure same, the time necessary to complete such cure(s), the type of property and similar relevant criteria. Such Allotted Time shall not be more than ninety (90) days. In lieu of an inspection by the Codes Enforcement Officer the Property Owner or Agent may submit to the Village an Affidavit documenting compliance with Village and State code.

- D. Independent Special Inspections – As scheduled by the Codes Enforcement Officer or as required by this chapter or other provisions of law where there is reasonable question of safety. Property owners shall be responsible for the inspection and testing of systems, materials and workmanship that are critical to the integrity of the building structure and safety of all Occupants.
- E. Qualified Personnel – Independent special inspections and tests shall be made by qualified persons who, because of experience or education, are recognized as competent by the Codes Enforcement Officer. Proof of inspections and tests shall be furnished upon request. If any equipment or system is found to be defective or not in proper operating condition upon inspection or test, the Property Owner shall promptly remedy such defect or condition.
- F. Notice of Violations – The Codes Enforcement Officer shall, based on applicable state and municipal codes, determine the severity of any code violations following an inspection. If a Property Owner and/or Occupant is cited with a code violation, the Codes Enforcement Officer will notify the Property Owner of the violation and the Allotted Time within which it must be corrected. This provision shall not apply to emergency or similar exigent situations. If the violations are not corrected by the date indicated by the Codes Enforcement Officer and unless extended by the Codes Enforcement Officer upon request made prior to such expiration date, an Appearance Ticket may be issued and/ the temporary Rental Permit or Rental Permit may be revoked. The Codes Enforcement Officer may grant reasonable extensions of the Allotted Time upon request of the Property Owner made prior to the expiration date of the Allotted Time and provided that the Property Owner has previously acted within such period diligently and in good faith to cure the same.
- G. Order to Vacate Premises – Whenever a notice of violation, as provided in §120-3(F) herein, has not been complied with, or the determination has been made that a rental Unit is unsafe, unfit for human occupancy, unlawful or “serious” in nature, the Codes Enforcement Officer may order the Rental Units(s) to be vacated within such time as the Codes Enforcement Officer shall direct.
- H. Approval to Occupy – No such Rental Unit(s) previously ordered to be vacated shall be occupied until a Rental Permit is secured from the Codes Enforcement Officer.
- I. Rental Permit Term – The term of a Rental Permit shall be two (2) years and renewed on a bi-annual basis.
- J. Change of Ownership - The owner shall be obligated, at all times, to keep the Rental Permit information updated, and when there is a change in ownership or a change in the managing agent, the owner shall be obligated to update the information by amending the landlord registration statement within 15 days from the date of any such change. The Rental Permit Term shall commence anew with the filing of the amended Landlord Registration Statement.

**§130-4 Revocation of Rental Permit.**

The Village of Fayetteville reserves the right to revoke or suspend any Rental Permit at any time due to violations of any laws, codes, ordinances, and regulations of New York State, County of Onondaga or the Village of Fayetteville.

**§130-5 Fees/Penalties.**

- A. Fees - There shall be no fee imposed for registration of issuance of a Rental Permit.

B. Penalty for Offenses – Any person, firm or corporation who violates, disobeys; neglects or refuses to comply with any of the terms of this legislation shall be guilty of a violation and be subject to a fine of not more than \$1000. Each week a violation continues shall be deemed a separate offense. Such fine may be levied against and added as a special assessment to the subject property. The procedures for such levy shall be provided for at §130-9 and §130-10 of the Village of Fayetteville Code.

C. Prior Payment – All such fees and penalties shall be paid prior to the issuance of any Rental Permit.

**§130-6 Exemptions.**

All units annually monitored by a New York State Housing Authority with jurisdiction over the Village of Fayetteville or New York State Dormitory Authority are exempt from the registration and inspection provisions as outlines in this local law.

**§130-7 Inspection Refusals.**

In the event of a refusal by a Property Owner, Occupant, Agent or Tenant, to cooperate with an inspection request, an Administrative Search warrant may be requested from the courts where there is reasonable cause that there is a violation of the Village Code or applicable safety or maintenance codes and the Code Enforcement Officer may return with the warrant and Police personnel to make the inspection.

**§130-8 Amendments.**

The Village of Fayetteville Board of Trustees may establish by resolution administrative provisions to implement this law and may periodically amend administrative rules, procedures, fees and other provisions of this law.

**§130-9 Notice, Reimbursement of Costs; Assessment Upon real property.**

In the event of any action or proceeding commenced by the Village, service by certified or registered mail return receipt requested upon the Property Owner or Agent, at last designated address, shall be deemed good and sufficient service and shall be legally sufficient in lieu of any requirement of service of process under the New York Civil Practice Law and Rules or Real Property Actions and Proceedings law. Should the Village prevail in such action, the Village shall be reimbursed for the cost of such action or proceeding and in addition, for the costs of any mitigation, remediation, repair, replacement or maintenance required hereunder or as a result of a violation of any other Village Code provision, plus a 30% administration cost by assessment and levy upon the lots or parcels of land upon which the Rental Unit is situate. The expenses so assessed shall constitute a lien and charge on the real property on which it is levied until paid or otherwise satisfied or discharged and shall be collected in the same manner and at the same time as other Village charges.

**§130-10 Filing of Notice of Intent to Levy.**

Whenever the Village has ordered the reimbursement for the costs of the work performed or services rendered as herein above provided in §130-9 by assessment and levy upon the lot or

parcels of lands whereon such work was performed or such services rendered, the Village Clerk may cause a notice of intent to levy such costs and expenses against said lots or parcels of land in a form approved by the Resolution of the Village Board from time to time hereinafter to be recorded in the records of the Onondaga County Clerk's Office in order that such notice shall be indexed against the said premises or parcels of land as notice to subsequent transferees or other entities acquiring any interest in said lots or parcels of land of the intention by the Village to assess and levy the amount of such expenses upon said lots or parcels of land. Any recording fees of the Onondaga County Clerk shall be included in the costs and expenses assessed and levied upon such lots or parcels. The failure to the Village Clerk to record such notice of intent to levy shall not, however, affect or impair the validity of any lien or assessment of such costs and expenses later imposed against such lots or parcels of land, the owner(s) hereof or any subsequent transferees or other entities acquiring any interest in such lots or parcels of land.

**§130-11 Appeal of Codes Enforcement Officer's Decision.**

The Village Board of Trustees will review such orders, requirements, decisions or determinations of the Codes Enforcement Officer hereunder or otherwise interpret the provisions hereof. The Property Owner may request such an interpretation or review of the written order, decision or determination that was made by the Codes Enforcement Officer by the Board of Trustees. Such request must be made in writing no later than sixty (60) days from the date that a written order, decision or determination was made by the Codes Enforcement Officer or such interpretation issue otherwise arises.

**Section 3. Illegality/Severability.**

If any part of this local law or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall have been confined in its operation or the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstances. Further, in adjudging such invalid provision, the court shall attempt to modify same to a provision which is not invalid and which best achieves the intent of the invalid provision.

**Section 4. Effective Date.**

This Local Law shall take effect immediately upon its filing in the office of the Secretary of State.

Property Owners of existing Rental Units located in the Village as of the effective date shall have one hundred twenty (120) days from the effective date to comply with the provisions of this Local Law. Thereafter, should a Property Owner have failed to comply, the Village may consider such failure as a violation of this Local Law.



**Village of Fayetteville  
Office of Code Enforcement**

425 E. Genesee Street  
Fayetteville, NY 13037

Phone: (315) 637-9864 ext. 130

Fax: (315) 637-0106

[www.fayettevilleny.gov](http://www.fayettevilleny.gov)

**RENTAL REGISTRY APPLICATION**

**Section 1: Type of Registration**

New     Renew     Update of Property Owner Information

Property Address: \_\_\_\_\_

Tax Map Number: \_\_\_\_\_ Zone: \_\_\_\_\_

Is This Property Occupied?  Yes  No

Number of Units:  One     Two     Three     Other \_\_\_\_\_

**Section 2: Owner Information**

Property Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Phone #: \_\_\_\_\_ Secondary Phone #: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

County of Residence: \_\_\_\_\_

Please check the appropriate entity of the owner:

Corporation:   
Partnership:   
LLC:   
Individual:

Entities must attach the following documentation:

Corporations: Articles of Incorporation   
Partnerships: Partnership Agreement   
LLC: Articles of Organization

**Section 3: Designated Agent (If Applicable)**

Name of Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Phone #: \_\_\_\_\_ Secondary #: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

(Official Use)

Registration I.D. Number: \_\_\_\_\_

Received By: \_\_\_\_\_

Check# \_\_\_\_\_

Money Order # \_\_\_\_\_

**Section 5: Affidavit of Compliance**

To be completed and submitted with application and registration fee.

**AFFIDAVIT OF COMPLIANCE**

## Village of Fayetteville – Rental Registration Application

By affixing my signature, paying the registration fee, and initialing the requirements of the Property Conservation Code listed below, I \_\_\_\_\_, being duly sworn, deposes and states:

The property located at \_\_\_\_\_, in the Village of Fayetteville, in the County of Onondaga, in the State of New York is substantially in compliance with the Property Conservation Code regarding, but not limited to, the following smoke alarm and carbon monoxide detector, interior, and exterior requirements:

### I. A. Smoke Alarms

\_\_\_ Each room used for sleeping purposes contains a working smoke alarm.

\_\_\_ The ceiling or wall in the immediate vicinity outside each separate sleeping area contains a working smoke alarm.

\_\_\_ There is a working smoke alarm on each story of the dwelling unit, including the basement. *(This does not include crawl spaces and uninhabitable attic spaces.)*

\_\_\_ In dwellings or dwelling units with split levels and without doors between the adjacent levels, a working smoke alarm is installed on the upper levels, provided that the adjacent lower level is less than one full story below the upper level.

### B. Carbon Monoxide Detectors

I state under oath that this property is substantially in compliance with the Property Conservation Code regarding, but not limited to, the following carbon monoxide detector requirements:

\_\_\_ Where the property was constructed before January 1, 2008, there is a working carbon monoxide detector within each dwelling unit or sleeping unit, on the lowest story having a sleeping unit.

\_\_\_ Where the property was constructed after January 1, 2008, there is a working carbon monoxide detector within each dwelling unit or sleeping unit, on the lowest story having a sleeping area, AND there is a working carbon monoxide detector within each dwelling unit or sleeping unit, on each story where there is a carbon monoxide source. A carbon monoxide source includes all fuel fired and solid fuel burning appliances, equipment, devices and systems; fireplaces; garages; all motor vehicle related occupancies; and all appliances, equipment, devices and systems that may emit carbon monoxide.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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### II. Exterior of the Dwelling

## Village of Fayetteville – Rental Registration Application

I state under oath that this property is substantially in compliance with the Property Conservation Code regarding the exterior of the dwelling, including, but not limited to the following exterior area and structures named:

\_\_\_ All foundation walls of builds/structures, exterior stairs, porches and railings are in good repair and structurally sound (i.e. free of holes, cracks, and capable of supporting imposed loads.)

\_\_\_ All exterior walls, roofs, and all openings around doors, windows, chimneys, and all other parts of the structure are weather proof and weather tight, (i.e. keep water from entering the structure and prevent undue heat loss) and there are no parts of the structure that show evidence of wet/dry rot or other deterioration

\_\_\_ All exterior wood surfaces have a protective coating to prevent deterioration.

\_\_\_ All structures/buildings are free of loose overhanging objects. All exterior walls, roofs, and other parts of the structure are free from loose and unsecured objects and materials.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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### III. Interior of the Dwelling

## Village of Fayetteville – Rental Registration Application

I state under oath that this property is substantially in compliance with the Property Conservation Code in the interior of the dwelling, including, but not limited to appliances and other interior structures:

\_\_\_ In the area of the cellar/basement: the furnace, hot water tank, venting, gas shut off, drip tube, and basement stairs are structurally sound, free from defects and deterioration, in a clean and sanitary condition, and function for which they were designed and are used.

\_\_\_ In the areas of the living room, dining room, family room, and halls; walls, ceilings, floors, windows, doors, electrical outlets, switches, and lights are structurally sound, free from defects and deterioration, in a clean and sanitary condition, and function for which they were designed and are used.

\_\_\_ In the area of all bathrooms: the walls, ceilings, floors, shower, bath, toilet, vent, fan, sink, faucets, traps, electrical outlets, switches, and lights are structurally sound, free from defects and deterioration, in a clean and sanitary condition, and function for which they were designed and are used.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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### IV: Oath

I state under Oath that:

# Village of Fayetteville – Rental Registration Application

\_\_\_ I have registered and paid the fees for Rental Registry for all rental units that I own or have an ownership interest in within the Village of Fayetteville.

\_\_\_ The taxes are current (neither in arrears nor delinquent) on all one-family and/or two family non-owner occupied dwelling that I own or have an ownership interest in within the Village of Fayetteville.

Furthermore, I state under oath that by signing below, all the aforementioned statements in this Application, including the Affidavit of Compliance, are true and I understand that according to New York State Law it is perjury to make false statements to a municipality.

***New York State Penal Law §210.45: It is a Class A Misdemeanor for a person to knowingly offer a false instrument for filing, knowing that a written instrument contains a false statement or false information, and representing said instrument to a public office or public servant with the knowledge or belief that it will be filed with, registered or recorded in or otherwise become part of the records of such public office or public servant.***

Other than the Owner, only a Property Manager is authorized to sign below.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Relationship of Signatory to Owner: *(If applicable)* \_\_\_\_\_

State of \_\_\_\_\_  
\_\_\_\_\_ County

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

NOTICE: This document is a public record and may be subject to inspection/photocopying by any member of the public under the Freedom of Information Law

## V. Consent to Inspect

Property Address: \_\_\_\_\_ Unit # \_\_\_\_\_

