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**ORDINANCE 08- 2007**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AMENDING CHAPTER 6 OF THE CITY CODE BY PROVIDING FOR THE REGULATION OF RESIDENTIAL RENTAL PROPERTIES AND DWELLINGS; ADOPTING RELATED STANDARDS AND INSPECTION PROCEDURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTUION, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City is granted the authority, under section 2(b), Article VIII of the Florida Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, there are residential rental structures within the City that are used for human habitation which are, or may become in the future, substandard due to a lack of maintenance and progressive deterioration as a result of conditions such as inadequate provision for light and air, insufficient protection against fire hazards, lack of proper heating and plumbing, overcrowding and other unsanitary conditions; and

**WHEREAS**, if not remedied, the existence of such substandard residential rental structures and conditions will create slum and blighted areas; and

**WHEREAS**, in addition, if the same are not curtailed and removed, the aforesaid conditions will grow and spread and will necessitate in time the expenditure of large amounts of public funds to correct and eliminate the same; and

**WHEREAS**, the City Council desires that this Ordinance will prevent the growth of slums and blight and will preserve and enhance residential and nonresidential uses and neighborhoods and property values; and

**WHEREAS**, Section 163.3177(6)(f), *Florida Statutes*, requires that a Housing Element be included in the City's Comprehensive Plan, which shall consist of standards, plans, and principles related to the elimination of substandard dwelling conditions; and

**WHEREAS**, the Housing Element of the City's Comprehensive Plan provides that the City shall ensure the provision of decent, safe and sanitary housing through the elimination of substandard housing conditions; and



3 habitation which are, or may become in the future, substandard with respect to  
4 structure, equipment, or maintenance. In addition, said substandard conditions are  
5 due, in part, to a lack of maintenance or upkeep of essential utilities and facilities,  
6 progressive deterioration, inadequate provision for light and air, existence of fire  
7 hazards, lack of proper refrigeration, heating and plumbing, overcrowding,  
8 infestation, and other unsanitary and unsafe conditions. It is also found that these  
9 substandard conditions constitute a menace to the health, safety, morals, and welfare  
10 and reasonable comfort of the citizens and inhabitants of the City and have the further  
11 effect of creating blight and initiating slums. If these substandard conditions are not  
12 curtailed and removed, the substandard conditions will grow and spread and will  
13 necessitate, over a period of time, the expenditure of large amounts of public funds to  
14 correct and eliminate the same. The City of Cocoa is committed to protecting its  
15 citizens and inhabitants through the elimination of substandard rental housing and  
16 through the promotion of safe, decent, sanitary and suitable rental housing. In  
17 furtherance of this commitment, all residential rental dwelling units and properties  
18 shall be maintained in compliance with all applicable building, housing, health, and  
19 property maintenance codes and the provisions of this article.

20 (b) Purpose. The purpose of this article is to protect the public health, safety, morals,  
21 and welfare by authorizing and establishing procedures for the inspection of  
22 residential rental dwelling units in order to determine compliance with all applicable  
23 building, housing, health, and property maintenance codes and the provisions of this  
24 article. It is further the purpose of this article to establish minimum standards for  
25 determining compliance in order to make residential rental units fit for human  
26 habitation, occupancy and use; to fix certain responsibilities and duties upon owners  
27 and operators of residential rental units; to preserve the value of land and structures  
28 throughout the City; and to fix penalties and provide remedies for violations of this  
29 article.

30 With respect to rental disputes, except as otherwise specifically provided by this  
31 ordinance, it is not the intention of the city council to intrude upon contractual  
32 relationships between tenant and landlord. The city council does not intend to  
33 intervene as an advocate of either the landlord or tenant, nor to act as arbiter, nor  
34 receptive to complaints from tenants and landlords that are not related to the  
35 provisions of this article. It is intended that the landlord and tenant exercise such  
36 legal sanctions as are available to them without the intervention by the city.

37 **Sec. 6-2001 Applicability.** This article shall be applicable to all residential rental  
38 dwelling units within the City of Cocoa. However, with respect to residential rental  
39 dwelling units that constitute a public lodging establishment under section 509.013,  
40 Florida Statutes, any inspection conducted by the city shall be limited to determining  
41 compliance with the Florida Building Code and the Florida Fire Prevention Code as  
42 provided by Section 509.032(7), Florida Statutes. In addition, in any case where any  
43 provision of this article conflicts with other provisions of the city code or under the laws  
44 of Florida, the code or law that imposes a higher standard shall prevail.  
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3 **Sec. 6-2002 Definitions.** The following words and phrases, when used in this article, shall have the following meaning, except where the context clearly indicates a different meaning:

6 (a) *Housing Codes.* Any law, ordinance or other government regulation concerning the health, safety, sanitation or fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance of any residential rental dwelling unit and related common area.

9 (b) *Local Agent.* Any person or entity that has charge, care, or control of a residential rental dwelling unit. The local agent shall be authorized to act on behalf of the property owner for purposes of complying with the provisions of this article.

12 (c) *Property Owner.* Any person or entity with legal or equitable interest in the title of a residential rental dwelling unit or common area of said unit. Property owner does not include the tenant of a residential rental dwelling unit.

15 (d) *Rental Agreement.* A written agreement between a property owner and tenant which provides for the use and occupancy of a residential rental dwelling unit.

18 (e) *Residential Rental Dwelling Unit.* A dwelling unit not occupied by the owner thereof, but are occupied or capable of being occupied, by one or more persons for use as a home, residence, or sleeping place.

21 **Sec. 6-2003 Local Business License Required; Industry Classification; Fees.** It shall be unlawful for any property owner to operate or rent a residential rental dwelling unit without first paying a local business tax and obtaining a local business tax receipt as provided in Chapter 12 of the Code of the City of Cocoa. The (NAIC) industry classification shall be 531110 (Lessors or Residential Buildings and Dwellings), or the (SIC) industry classification shall be 6513, 6514 or 6531.

24 **Sec. 6-2004 Local Agent Registration Form Required.**

27 (a) On a form provided by the city, each property owner shall be required to designate and register a local agent for each residential rental building and/or residential rental dwelling unit owned. At a minimum, the form shall require the property owner to provide the local agent's current cell and/or land line telephone numbers, current local street address, and current email address. The property owner and local agent shall be jointly and severally responsible for keeping the information on the form current and accurate. Knowingly or recklessly providing false information is strictly prohibited. Any changes to the information shall be reported to the city in writing within ten (10) business days of the change. The local agent shall serve as the city's primary point of

contact, and shall be authorized to act on behalf of the property owner, for purposes of complying with the provisions of this article.

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(b) The local agent's current street address and land line telephone number shall be within one of the following Central Florida counties: Brevard, Indian River, Orange, Osceola, Seminole or Volusia.

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(c) Nothing herein shall prohibit the property owner from serving as the local agent, provided the owner meets the requirements of this section.

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(d) Prior to citing a property owner for failing to register under this section, the city shall first provide the property owner with written notice of the registration requirements on at least three separate occasions. However, if the property owner is already registered for another building and/or unit, the city may issue a citation for failing to register after written notice of the registration requirements is sent on at least one occasion.

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18 **Sec. 6-2005. Rental Agreement.**

(a) Every property owner of a residential rental dwelling unit that leases, rents or lets said unit to the same tenant(s) for a period of greater than thirty (30) consecutive days should require the lease, rent, or let of said unit by written rental agreement. Said agreement should remain effective for the duration of the tenancy.

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(b) All rental agreements should set forth the provisions for use and occupancy in an industry standard form and consistent with Chapter 83, Part II, Florida Statutes (Florida Residential Landlord and Tenant Act).

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(c) In the event a property owner contends that a code violation under this article is the responsibility of the tenant, the property owner shall, upon request by the city, provide the city with a copy of a written rental agreement evidencing the tenant's responsibility.

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**Sec. 6-2006. Occupancy Requirement of Rental Units.** Occupancy of residential rental units shall be consistent with Section 6-1103 of the City Code.

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**Sec. 6-2007 Inspections.**

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(a) Complaint-driven or inspector-initiated inspections of buildings and residential rental dwelling units subject to this article shall be conducted by the city to ensure that such buildings or residential rental units are in compliance with applicable housing codes. However, this provision shall not be interpreted as authorizing the city to conduct inspections of residential rental buildings or residential rental dwelling units without the consent of the property owner, local agent, and/or tenant or without an administrative

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inspection warrant, unless emergency circumstances warrant an immediate inspection for life safety reasons.

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(b) Prior to an inspection of a residential rental dwelling unit, the city shall provide the property owner or local agent at least seven (7) days written notice, unless emergency circumstances warrant an immediate inspection of the unit for life safety reasons. Notice may be delivered in person by or by first class U.S. mail. The notice shall advise that the city desires to make an inspection of a particular property and unit or units on a certain date and time and that objections to the inspection may be filed with the city by telephone, fax, email or in person prior to the intended date for inspection. If a property owner, local agent, and/or tenant objects to an inspection, no inspection of the building and or residential rental unit shall be undertaken without an administrative inspection warrant, unless emergency circumstances exist.

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(c) For inspections involving multiple residential rental dwelling units at one location and upon consent of the property owner, local agent, and/or tenant or issuance of an administrative inspection warrant, a random sampling of such dwelling units or properties will be periodically inspected, at a minimum, as follows:

<u>2 to 4 units:</u>	<u>All units</u>
<u>5 to 10 units:</u>	<u>40 percent (40%) of units</u>
<u>11 to 30 units:</u>	<u>35 percent (35%) of units</u>
<u>31 to 50 units:</u>	<u>30 percent (30%) of units</u>
<u>51 or more units:</u>	<u>30 percent (30%) of units, up to 30 total units</u>

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In the case of rental properties with fifty-one (51) or more units, if the inspector finds one (1) or more major life safety violations that affect the overall livability of any particular building or life safety violations in at least ten percent (10%) of the overall number of residential rental units on the property, the inspector may request to inspect, with twenty-four (24) hours written notice, more units up to a total of one-hundred (100) percent of the units.

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(d) It is the general intent of this section that a residential rental building and/or residential rental dwelling unit be inspected at least once every five (5) years, unless a more frequent inspection schedule is required by the city. A residential rental building and/or residential rental dwelling unit which has received a Class A rating shall be inspected at least every five years from the date of the inspection in which the Class A rating was given by the city. The community development director, or designee, shall establish a schedule of periodic inspections of buildings and/or residential rental dwelling units to carry out the purpose of this article. Inspections shall be scheduled and conducted in a manner consistent with the following parameters:

- 3                   (1) A uniform system of periodic inspections shall be implemented throughout the City of Cocoa based on the frequency and date of prior inspections conducted under this article and based on the unit classification standard set forth in section 6-2009.
- 6                   (2) More frequent inspections may occur in order to address serious threats to the health, safety or welfare of the public and/or tenants if observed and documented by the city.
- 9                   (3) More frequent inspections may occur if three (3) or more violations of the housing code are found for a particular building or unit.
- 12                  (4) More frequent inspections may occur for a particular building or unit in order to address legitimate complaints received by the city from surrounding neighbors or tenants within said building or unit.
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- 18                  (e) A property owner shall have the right to employ an independent housing inspector in order to demonstrate compliance with this article, provided the housing inspector is currently certified by the International Code Council as a property maintenance and housing inspector. If an independent inspector certifies to the city that the building and or units are in full compliance with the housing codes, the property owner shall not be subject to a periodic inspection for thirty-six (36) months from the date of the certificate of compliance, unless a complaint-driven or inspector-initiated inspection is required. If a property owner chooses to utilize the services of an independent housing inspector, the property owner shall notify the City at least seventy-two (72) hours in advance of the inspection and the city shall have the right, but not obligation to, attend the inspection.
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- 27                  (f) If a residential rental dwelling unit is required by law to be inspected on a periodic basis for compliance with state or federal housing standards, the residential rental dwelling unit shall be exempt from the periodic inspection provisions of this section. However, in order to be exempt, the property owner must provide the city with a copy of each current certificate of inspection. Notwithstanding the exemption provided under this section, nothing herein shall prohibit the city from conducting a complaint-driven or inspector-initiated inspection.
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- 39                  **Section 6-2008 Re-inspections; Re-inspection Fees.** The city will take reasonable steps to promptly schedule re-inspections in order to afford property owners a reasonable opportunity to quickly remedy violations of the housing code. After providing the property owner with one reasonable opportunity to correct any housing code violation noticed under this article, the city shall impose a re-inspection fee of seventy-five dollars (\$75.00) for each additional inspection that is required by the city to determine whether the housing code violation has been brought into compliance with this article.
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**Sec. 6-2009. Assignment and Publication of Rental Unit Classification.**

- 3 (a) Upon completing an initial inspection (including re-inspection if warranted) of  
6 a residential rental building and/or residential rental dwelling unit, and upon  
subsequent inspections thereafter, the building and/or unit shall be classified  
by the city as follows:
- 9 (1) CLASS A – The building and/or residential rental dwelling unit had no  
violations of applicable housing codes. Future periodic inspections shall  
generally be given a low priority and may generally occur during the next  
12 periodic inspection cycle .
- 15 (2) CLASS B – The building and/or residential dwelling unit had some  
violations of applicable housing codes, but such violations did not pose an  
immediate threat or danger to the life, health, safety and welfare of the  
18 tenants. Future periodic inspections may generally occur as soon as three  
(3) years from the date of the last inspection.
- 21 (3) CLASS C – The building (excluding the interior of the units) or the  
residential rental dwelling unit had violations of applicable housing codes  
that were in excess of ten (10) and/or any of the violations affected the  
24 overall livability of the building or unit, but such violation(s) did not pose  
a threat or danger to the life, health, safety and welfare of the tenants.  
Future periodic inspections may generally occur as soon as two (2) years  
from the date of the last inspection.
- 27 (4) CLASS D – The building and/or residential rental dwelling unit had  
violations of applicable housing codes and is either unsafe, contains  
30 unsafe equipment, or is unfit for human occupancy. The building official  
may post the building and/or residential rental dwelling unit as unsafe for  
occupancy or use until the violations are corrected. Upon being brought  
33 into compliance with applicable housing codes, future periodic inspections  
may generally occur as soon as one (1) year from the date of being  
brought into compliance or as more frequently if deemed necessary by the  
36 city.
- 39 (5) CLASS F – The building and/or residential rental dwelling unit is  
extensively not in compliance with applicable housing codes and is unsafe  
and unfit for human occupancy. The building official shall post the  
42 building and/or residential rental dwelling unit as unsafe for occupancy or  
use and the building or unit shall not be occupied for rent. Said building  
or unit may generally be a candidate for demolition or extensive and major  
repairs.
- 45 (6) CLASS N – The building and/or residential rental dwelling unit was  
newly constructed and issued a certificate of occupancy within the



3                    previous sixty (60) months. Future periodic inspections shall generally be  
4                    given a low priority and may generally occur during the next periodic  
5                    inspection cycle.

6                    (7) **CLASS R** – The building and/or residential rental dwelling unit was  
7                    significantly rehabilitated and renovated within the previous thirty-six (36)  
8                    months. Future periodic inspections shall generally be given a low priority  
9                    and may generally occur during the next periodic inspection cycle. For  
10                    purposes of this subsection, the phrase “rehabilitated and renovated” shall  
11                    mean substantial construction work that requires the issuance of a permit  
12                    by the City including, but not limited to, upgraded fixtures and repairs  
13                    performed to bring the building and/or unit into compliance with all  
14                    housing codes , and the city has inspected the building and/or unit and no  
15                    other violations of applicable city codes were found by the city.

16                    (b) Buildings with multiple units shall be assigned a classification based on the  
17                    condition of any common area and/or based on the average number of  
18                    violations of the units that are inspected under this article.

19                    (c) The community development director or designee shall regularly compile an  
20                    up-to-date list of all buildings and residential rental dwelling units inspected  
21                    under this article. Said list may include the legal description or address of the  
22                    inspected building and/or unit, the property owner’s name and address, any  
23                    housing code violations, and the classification provided by the city. Such list  
24                    or any portion of the list shall be made available to the public for educational  
25                    purposes only.

26                    **Sec. 6-2010. Rental Unit Contents – Removal Responsibility.** The contents of any  
27                    residential rental dwelling unit shall not be displayed or stored outside of the unit in any  
28                    manner that constitutes a public nuisance. In addition, said contents shall be disposed of  
29                    consistent with the city’s current solid waste disposal procedures and regulations.

30                    **Sec. 6-2011 Enforcement; Penalties.** The provisions of this article may be  
31                    enforced and penalties imposed for violations of this article as provided by law. Without  
32                    limiting the city’s right to impose any other penalties as provided by law, a violation of  
33                    this article shall be deemed a Class IV violation for code enforcement citation purposes.

34                    **Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions.** All  
35                    prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior  
36                    ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the  
37                    conflict.

38                    **Section 4. Incorporation Into Code.** This ordinance shall be incorporated into  
39                    the Cocoa City Code and any section or paragraph number or letter and any heading may be  
40                    changed or modified as necessary to effectuate the foregoing. Grammatical, typographical,  
41                    and other errors shall be corrected.

and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made

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**Section 5. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

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**Section 6. Effective Date.** This Ordinance shall become effective sixty (60) days following adoption by the City Council of the City of Cocoa, Florida, and as provided by City Charter.

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**ADOPTED** by the City Council of the City of Cocoa, Florida, this 13th day of March, 2007.

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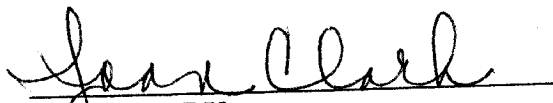
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MICHAEL C. BLAKE, Mayor

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24 **ATTEST:**

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JOAN CLARK  
City Clerk

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First Reading: 2/27/07  
Second Reading: 3/13/07  
Effective Date: 5/12/07

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