

# City of Creston

## Rental Housing Inspection Program

### Administrative Policy

The Creston City Council passed Resolution No. 102-24 on the 2<sup>nd</sup> day of January 2024 establishing a Rental Housing Inspection Program to be in effect on April 1, 2024. The purpose of this program is to provide safe and sanitary housing conditions for the residents of Creston by establishing minimum standards and regular inspections for all rental housing units in Creston.

The authorization to carry out this program is set out in the Creston Code of Ordinance, Chapter 147, which authorizes inspections of rental properties in order to enforce regulations set forth in the Creston Code of Ordinances.

This policy outlines the administrative guidelines to implement and organize the program. The Rental Housing Inspection Program is administered by the City of Creston with direction from the City Council.

### **DEFINITIONS**

The following general definitions are used throughout this administrative policy:

1. **DWELLING UNIT:** One or more rooms, designed, occupied, or intended for occupancy as a separate living quarter, with cooking, sleeping, and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a household.
2. **RENTAL PROPERTY:** Any structure that includes a dwelling unit that is being held out or offered for rent or is currently being let for rent and occupied by any person who is not the owner of the premises, except that the following properties shall not be regarded as rental properties under this program:
  - a. Dwellings owned by the local, state, or federal governments.
  - b. Hotels, as defined by Chapter 137 of the Iowa Code.
  - c. Dormitory rooms of higher education institutions.
  - d. Nursing homes, long-term care, and medical care facilities.
  - e. Church parsonages, and other similar facilities owned by religious institutions, that provide housing for their clergy or other similar staff.
3. **RENTAL UNIT:** One dwelling unit within a rental property. If a common area and facilities are provided in a dwelling for the use of the occupants of units therein, such common area and facilities shall constitute a part of each rental unit for the purpose of inspection and compliance with this Rental Housing Inspection Program.
4. **RENT:** Any form of payment, including but not limited to cash, services, or other valuable considerations, provided as a condition of occupying a dwelling not owned by the occupant.
5. **OWNER (Landlord):** Person(s) listed as the deed holder as recorded at the Union County Assessor's Office.
6. **OWNER'S REPRESENTATIVE (Property Manager):** A person who is appointed by a rental property owner to provide access to a City Inspector to the owner's rental property. The representative

must have keys for all portions of the rental property, must be authorized to act on behalf of the owner concerning compliance with the requirements of the Rental Housing Inspection Program, and must be at least 18 years of age.

7. INSPECTOR: The person(s) designated by the City of Creston to conduct the inspections of rental properties and units for this program. The City of Creston may contract with an outside entity to conduct these inspection services.
8. MAJOR VIOLATION: A violation of the rental housing code that if left as is would constitute an immediate threat to the life and/or safety of those living in the home (Examples could include: lack of or damaged water heater, boiler, or furnace flue; smoke detectors which are missing, inoperable, or are improperly placed; storage of flammable liquids in a dwelling; electrical cords, wiring, or equipment that has begun to fail due to being overloaded or damaged).
9. TENANT: One or more persons occupying a dwelling as a single housekeeping unit for rent.
10. NO SHOW: When the owner of the structure or any other responsible adult designated by the owner do not attend the scheduled inspection.

## **REGISTRATION OF RENTAL PROPERTIES**

All rental properties in the City of Creston shall be registered as outlined in Chapter 147.07 of the Creston Code of Ordinances. Registration is required so that the city has the most current contact and ownership information. At registration, the owner or owner's representative shall be required to attest that the rental unit(s) meets building regulations identified in Appendix A: Rental Housing Inspection Checklist. Additionally, by filing a registration form with the City, the owner is granting consent to an inspection of the rental property by the City for the purpose of determining compliance with this Rental Housing Inspection Program. Registration forms (Attached to this policy as Appendix B: Rental Housing Registration Form) shall be provided and records maintained by the City of Creston. A receipt of registration will be provided to the property owner or owner's representative at the time of registration.

For properties that are occupied by someone other than the owner for more than 30 days per year, suspected of being a rental property, and claimed not to be rental properties by the landlord, the property owner shall file with the city a notarized affidavit describing the circumstances under which the occupants are allowed to live in the property without paying rent and attesting that the property is not a rental property.

Registration of new and/or newly converted properties shall be completed within thirty (30) days of such activity. A registration fee shall be paid by the owner or owners before the inspection has been scheduled or taken place. The fee shall be established according to the City-adopted fee schedule in Appendix F. Failure to pay the rental registration fee by the due date may result in a late-fee as established in Appendix F. Properties that remain unregistered more than 30 days past the change of ownership or becoming a rental property will be considered non-compliant and shall be subject to late-fees, and may be subject to penalties described in the Non-Compliance section.

Once registered, the owner/owner's representative will be given sixty(60) days from the time of registration to schedule the inspection. It is the owner/owner's representative's responsibility to contact the Inspector to schedule the inspection(s). Failure to schedule the inspection shall be considered non-compliance with the Rental Housing Inspection Program and may be subject to penalties described in the Non-Compliance section.

In addition, City of Creston staff will monitor utility billing signups for rental units or properties and compare their known rental units and/or properties with those registered rental properties to ensure that accurate records are maintained in both areas. The owners of rental units and/or properties that are determined to be unregistered shall be contacted by certified letter, which will provide them with a registration form. Property owners will have thirty (30) calendar days to register their rental property, failure to do so shall be considered non-complaint with this Rental Housing Inspection Program and may be subject to penalties described in the Non-Compliance section.

## **TRANSFER OF OWNERSHIP**

Rental property that is transferred from one owner to a different owner shall have thirty (30) calendar days in which to re-register the rental units or property(s) under the new owner's name. No refunds shall be given to property owners for a partial year's registration. Additionally, provided that the new owner registers the rental property in their name within thirty (30) calendar days of the transfer of ownership they shall not be required to pay a second registration fee.

Rental properties that have a current Rental Compliance Certificate that is in good standing may transfer that certificate to the new owner and will not require a re-inspection. Subsequent inspection shall be in accordance with the standard scheduling process outlined in the Inspection Schedule section.

## **RENTAL UNITS OUT OF SERVICE**

Should an owner desire to take his/her rental unit or property out of service for a minimum of sixty (60) days they may file with the City a written notice of the rental unit or property being taken out of service. While the unit is taken out of service they shall not rent or allow anyone to live within the rental unit or property until such time as the unit is re-registered with the City of Creston.

Once the rental unit or property is re-registered with the City the owner shall pay a new rental registration fee and the property shall be scheduled for inspection within sixty (60) calendar days of being re-registered.

## **INSPECTION SCHEDULE**

The baseline schedule for the inspection of all rental properties shall be once every three (3) years. As a benefit to compliant landlords, properties that pass the first inspection, with no noted concerns from the inspector, will not need to be inspected for another four years. Rental properties that require two or more inspections (three or more during the first three-year cycle) to pass, and that receive multiple noted concerns from the inspector will need to be inspected every year until they pass on their first inspection. Those rental properties will then move to the standard inspection cycle.

Beginning April 1, 2024, rental properties shall be inspected in the following order: Wards 1 and 5 in 2024, Wards 2 and 3 in 2025, and Ward 4 in 2026. Subsequent inspection shall be in accordance with the standard scheduling process outlined in the previous paragraph.

City of Creston staff will be responsible for notifying property owners of the timeframe in which they have to schedule an inspection. Staff shall send written (or electronic, if selected by the owner/owner's representative) notice that it is time to schedule an inspection for their rental properties. The owner/owner's representative will be given sixty (60) days from the time the notice is sent to schedule the inspection. It is the owner/owner's representative's responsibility to contact the Inspector to schedule the inspection(s). Failure to schedule the inspection shall be considered non-compliance with this Rental Housing Inspection Program and may be subject to penalties described in the Non-Compliance section.

Owners (or their representatives) may elect to schedule an inspection at any time before the City-determined time for inspection. Upon passing this elective inspection, the property will then be placed on the appropriate inspection schedule (typically three years from the inspection). The inspector will not perform an inspection if the tenant has not been notified of the inspection by the owner or owner's representative, if the owner or owner's representative does not show up for the inspection, or if the owner's representative is not at least eighteen (18) years of age.

Properties will **NOT** be inspected as a part of a contingency for a real estate sales transaction. The City shall not be responsible for late or misdirected notifications, either by US Mail or by email.

The "Inspection Notice" shall consist of the following items:

- Letter/Postcard stating the following minimum items:
  - Date by which the inspection must be scheduled;
  - Address of property to be inspected including number of unit(s) to be inspected; and
  - Contact information for the Rental Inspector.
- Copy of the Rental Inspection Checklist (Appendix A) and the Rental Inspection Form (Appendix C).

Follow up inspections, as required, shall be scheduled at the time of the initial inspection by the inspector. The inspector shall document all inspections and provide records to the City of Creston.

## **INSPECTIONS**

The property owner will pay for the inspection at the time it is conducted. If the inspection is conducted by a contracted entity, the owner/owner's representative shall pay the inspector directly for the inspection at the time of inspection. The inspection fees shall be established according to the City-adopted fee schedule in Appendix F. These fees shall also be charged for each required re-inspection.

The inspector shall conduct the inspection in-person and shall visually inspect all exterior and interior spaces of the rental property. The inspector shall inspect all sides of the exterior structure and the grounds of the property. The inspector shall inspect every room in the rental property. The inspection shall be focused on building regulations identified in Appendix A: Rental Housing Inspection Checklist. A rental property is considered to have "passed" the inspection once the inspector completes an inspection, finds no violations of Code of Ordinance, and signs the Rental Housing Inspection Form. The completed and signed Rental Housing Inspection Form will remain on file in the Public Works Department. A copy of the completed form may be provided to the property owner or owner's representative, if requested.

It is the inspector's responsibility to determine if a particular violation constitutes a major violation. If a major violation – summarized, but not limited to, the list below – is found, a mandatory re-inspection is required within forty-eight (48) hours. If a major violation is identified, the inspector may refer the property to the city's code compliance officer to be pursued as a Dangerous Building under Chapter 145 of the Creston Municipal Code. This may result in a determination that the property is uninhabitable until corrections are made and a re- inspection has been completed.

### **MAJOR VIOLATIONS WHICH REQUIRE A MANDATORY FORTY-EIGHT (48) HOUR RE-INSPECTION**

Major Violations are those violations that would cause a building to be considered “unsafe” under Chapter 147 of the Creston Code of Ordinances – Unsafe building defined. Some, but not all, of the Major Violations are listed here:

1. Structurally failing portions of the structure.
2. Storage of flammable liquids in a dwelling.
3. Fuel fired equipment with missing or inoperable flues.
4. Electrical cords or wiring that shows signs of failure.
5. Inoperable heating system during winter months, generally considered between November and March.
6. Other life safety issues or items as determined by the designated inspector.

If the above items are not corrected prior to re-inspection, the property shall be considered non-compliant with this Rental Housing Inspection Program, may have their Rental Compliance Certificate revoked, and may be subject to penalties described in the Violations section below. Additionally, the property will be pursued as a Dangerous Building under Chapter 145 of the Creston Code of Ordinances.

### **VIOLATIONS WHICH REQUIRE A SIXTY (60) DAY RE-INSPECTION**

All other violations shall be corrected within sixty (60) calendar days. If the violations are not corrected prior to re-inspection, the property shall be considered non-compliant with this Rental Housing Inspection Program and may be subject to penalties described in the Violations section below. This may include the revocation of the Rental Compliance Certificate and the immediate vacation of the rental property and/or rental units.

Rental properties or units that fail three or more inspections during an inspection cycle will be considered non-compliant with this program and may have their Rental Compliance Certificates revoked.

### **RENTAL COMPLIANCE CERTIFICATES**

For properties that have undergone an inspection, a current Rental Compliance Certificate is required to continue operating as a rental property. A provisional compliance certificate shall be issued to each property that is properly registered with the city, but has not yet had an initial inspection. Properties without a current (or provisional) Rental Compliance Certificate will be considered non-compliant with the program and may be subject to the Violations section below. These certificates can be revoked by the Rental Housing Inspector or by the Building Official for non-compliance with this policy.

### **NO SHOWS**

The inspector shall meet the owner or the owner's representative at the agreed upon date, time, and location. The property owner shall be assessed a "No Show" fee for each time the owner or owner's representative fails to be at a scheduled inspection.

Consideration will be given to property owners who contact the Inspector minimum of two (2) business days prior to the date of the inspection to reschedule a rental inspection due to an inability to get a contractor onsite to correct the violations. **This shall not apply to violations which require a forty-eight (48) hour follow up inspection.** If a rental inspection is rescheduled more than once, a "No Show" fee will be assessed to the property owner for each rescheduling.

The inspector will not perform an inspection if the tenant has not been notified of the inspection, if the owner or owner's representative does not show up for the inspection, or if the owner's representative is not at least 18 years of age. In each of these cases, a "No Show" fee will be assessed to the property owner.

The "No Show" fee shall be established according to the City-adopted fee schedule in Appendix F. A 48-hour cancellation notice is required to cancel an inspection.

## **NUISANCE COMPLAINTS**

The city's Code Compliance Enforcement Program may from time-to-time identify nuisance complaints at rental properties. If the Code Compliance Enforcement Program can work with the tenants and/or property owner to have the complaint resolved within the initial timeframe given by the Code Enforcement official, then no further coordination is needed with the Rental Housing Inspection Program. With exception to grass/weeds and snow removal, if the nuisance is not addressed within the timeframe given by the Code Compliance Enforcement official, the property shall be referred to the Rental Housing Inspection Program, where it will be scheduled for a full rental inspection or re-inspection and sent an inspection notice with the next month's inspection notices. The property owner shall be responsible for paying the standard inspection fees to the inspector.

## **TENANT COMPLAINTS**

Only current tenants of a rental property or unit(s) may file complaints of violation regarding a rental housing property. Complaints shall be made in writing using the Rental Housing Complaint Form (Appendix D) and delivered to the City of Creston. Inspections based on a complaint will not be conducted if the Rental Property Complaint Form is not completed.

At the time the complaint is made, city staff will ask the tenant for any other type of documentation s/he may have – for example any pictures or letters they may have sent to the landlord. The tenant shall be required to certify that s/he has registered a complaint with the owner or owner's representative at least fourteen (14) days prior to filing the complaint with the city, unless the complaint is regarding a major violation. The tenant will be advised that the landlord will be notified regarding the complaint and a determination will be made on the validity and severity of the complaint and if an inspection is warranted. City staff will contact the owner or owner's representative by phone within two (2) business days if a complaint falls under the purview of this Rental Housing Inspection Program.

If a complaint is within the purview of this program, the rental inspector will conduct an inspection within ten (10) business days of the complaint. If violations exist at the time of the inspection, the inspector will

document utilizing the same procedures as if a non-complaint inspection was performed. The tenant will be contacted by phone by Iowa Inspections LLC regarding the outcome of the inspection. The inspection form shall be made available to the tenant upon request. Complaints regarding major violations, which would require a mandatory forty-eight (48) hour re-inspection during a normal rental inspection, will require that an inspection be scheduled within forty-eight (48) hours of receipt of the complaint, excluding weekends or holidays.

If the complaint is regarding an item not covered by the Rental Housing Inspection Program, the tenant shall be informed of such and no further action shall be taken.

The City of Creston shall maintain the record of each complaint and the outcome of the complaint as a part of the rental program.

Any complaint that requires an onsite inspection shall have an associated inspection fee as established according to the City-adopted fee schedule in Appendix F. If the complaint is found to have merit and violations are found in the rental property, the property owner will be responsible for paying the fee. If the complaint is found to have no merit and violations are not found in the rental property, the tenant filing the complaint will be responsible for paying the inspection fee.

## **APPEALS**

The Creston Board of Adjustment serves as the appeals board for disputes regarding notices of violations issued during a rental inspection.

An owner or owner's representative of a property who wish to make an appeal regarding a notice of violation of their rental property or unit(s) shall complete an appeal form provided by the City of Creston (Appendix E). This appeal must be filed with the City of Creston within sixty (60) days of the initial inspection. The Board of Adjustment shall then schedule a hearing within thirty (30) days of receiving the appeal. City staff shall compile information related to the inspection and identified violation. At the Board of Adjustment hearing, City staff shall present evidence of the violation and the rental property owner will be provided an opportunity to state his/her perspective on the need to reconsider the inspector's decision. The Board of Adjustment shall provide a ruling within ten (10) days after the hearing. If the owner is not satisfied with the ruling, the owner may file a request with the City Clerk's office for a hearing with the Creston City Council. This request must be filed within ten (10) days following the Board of Adjustment ruling. At the next regularly scheduled meeting, the City Council shall schedule a hearing and provide a ruling.

## **NON-COMPLIANCE**

Any non-compliance with this program, including but not limited to failure to register a property, may result in the revocation of a Certificate of Occupancy, have its Rental Compliance Certificate revoked, have its occupancy discontinued, and/or the owner may be prosecuted for municipal infractions.

Additionally, rental properties and/or rental units not registered in accordance with this policy and that fail to comply with the rental housing inspection program, may be referred to the City Building Official and Attorney for prosecution as a municipal infraction as described in Chapter 4 of the Creston Municipal Code.

## **INFORMATION AND TRAINING**

The City of Creston shall make available to the public detailed information regarding this program including but not limited to: the program policy with appendices; all forms referenced in policy; frequently asked questions (FAQs); common violations with corrective measures; and contact information for questions, complaints, appeals, scheduling, and landlord feedback. Such information shall be available on the City of Creston website.

If substantial changes to the rental housing inspection program or code are approved, the City of Creston shall provide a Rental Housing Inspection Program training session, held on a weekday at 5 pm or later, multiple times, which is open to all landlords and the public.

## **MINOR ADMINISTRATIVE ADJUSTMENTS**

City Council authorizes the City Administrator, or designee, to make minor administrative adjustments to this policy or appendices. Any changes or adjustments that substantially change the program, registration, inspections, violations, or complaint process shall require the approval of city council.



## **City of Creston**

### **Rental Inspection Checklist**

All rental properties within the City of Creston must be registered and be regularly inspected according to the schedule in the Administrative Policy. The checklist below is a simplified summary of items that will be inspected during the inspection process. This document should be understood as general guidance to the Rental Housing Inspection Program and should not be construed as legally binding code. More information and references to the City of Creston Code of Ordinances can be found in Appendix C: Inspection Form.

#### **ADMINISTRATIVE COMPLIANCE**

1. Property and units registered with the City of Creston.
2. Ownership and contact information clearly defined on the registration form.
3. Registration fees paid.
4. Landlord contact information posted visibly on site.

#### **EXTERIOR AREAS/STRUCTURE**

1. Property has house numbers clearly visible from the street.
2. Roof and walls are not deteriorated and do not have peeling paint in excess of 50% of the area.
3. Accessory buildings and fences in good repair.
4. Doors are operable and able to be locked.
5. Windows and skylights are operable and in good repair.
6. Chimneys appear to be structurally safe and in good repair.
7. Foundation appears to be adequate and in good repair.
8. Property does not have broken, rotten, split, or buckled walls.
9. Stairways, porches, decks, and balconies have flooring, supports, and handrails in good condition.
10. Site appears to have adequate grading and drainage.
11. Known cisterns, wells, or other hazards are fenced, covered, or filled.
12. Property does not have an accumulation of weeds or brush. Yard is properly mowed.
13. Property does not have an accumulation of garbage, junk, or debris.
14. Property is not providing habitation for rodents, wild animals, or other vermin.
15. Property does not have any illegal vehicles on site.
16. Property does not have unsafe storage of combustible material.

#### **INTERIOR AREAS/STRUCTURE**

1. Walls, ceilings, and floors structurally sound and in good repair.
2. The building is maintained in a safe and sanitary condition.
3. All stairs are in sound condition and good repair. All stairs must have handrails and balusters or similar feature that prevents a fall hazard from open-sided stairs.
4. Handrails firmly fastened and in good repair for all stairs.
5. All habitable rooms are provided with adequate electrical service for proper illumination.

## **PLUMBING**

1. Rental unit has use of operable kitchen sink, toilet, and bathtub or shower.
2. All applicable plumbing fixtures have hot and cold water and are connected to sanitary sewer system with proper clearance for usage and cleaning.
3. Bathrooms provide adequate privacy and ventilation.
4. Clothes dryer properly vented to the outside with metal vent pipes.
5. Surface water tile, downspouts, sump pumps, and other drain devices do not discharge into the city sewer system.

## **ELECTRICAL/MECHANICAL**

1. Electrical service is properly maintained and is sufficient to support the electrical load.
2. Adequate clearance for service is provided on the control side of all HVAC and utility appliances.
3. Each unit has heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms and bathrooms. Cooking appliances and portable heating units shall not be used to provide heating to meet requirement.
4. All electrical equipment, wiring, lighting, and appliances are properly installed and maintained in a safe and approved manner.
5. Electrical panels are accessible, clearly marked, and circuits are properly labeled.
6. Fuel fired equipment has appropriate and operable flues and shutoff valves.
7. Every habitable room and every bathroom shall contain at least one (1) properly installed electrical outlet.
8. Every laundry room contains at least one (1) grounded-type receptacle or a ground-fault circuit interrupter (GFCI).
9. There are cover plates on all outlets, switches, and junction boxes.
10. GFCI outlets installed for accessible outlets within six (6) feet of an open water source.
11. Water heaters have a properly installed pressure relief valve (PRV) with the discharge pipe reaching to within six (6) inches of the floor.

## **FIRE SAFETY REQUIREMENTS**

1. Place one smoke alarm in each sleeping room. Place one smoke alarm immediately outside of sleep areas (e.g., hallway). Place at least one smoke alarm on each floor, including the basement.
2. All sleeping rooms have safe and appropriate access to an operable window for egress.
3. Each unit has an appropriately-sized, ABC-rated fire extinguisher.
  - a. For single-family properties, one (1) properly maintained fire extinguisher, with a minimum size of 1-A 5-BC, must be present within the home.
  - b. For multi-family properties, there must be a minimum 2-A 10-BC extinguisher – checked and tagged by a qualified service person annually – located within 75 feet of each unit's main entrance with a minimum of one (1) per floor or within each unit.
4. Place one (1) carbon monoxide detector immediately outside of sleeping rooms, such as in the hallway. There must be at least one (1) carbon monoxide detector on each floor, including the basement. (Only applies to properties with a potential carbon monoxide source.)
5. Fire alarm and suppression systems properly installed and operational where required.
6. In multiple family properties, in areas outside of individual units, two (2) clear and passable egress routes exist for each floor above the first floor.
7. All egress doors and windows are operable without need to for keys, special knowledge, or effort.
8. All fire resistance rating of walls, fire stops, floors, and doors, etc. are properly maintained.

## City of Creston Rental Housing Registration Form

This form is required to be completely filled out.  
One form required for each property.

**Return to City of Creston, Public Works Department at:  
P.O. Box 449, 116 W Adams, Creston, Iowa 50801**

**Rental Property Information**

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

Registration Date: \_\_\_\_\_ Total Number of Units in Property: \_\_\_\_\_

Date of Last Inspection: \_\_\_\_\_ New registration (Y/N): \_\_\_\_\_  
If not yet inspected, write "none".

**Property Owner Information**

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Email: \_\_\_\_\_

**Property Manager Information**

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Email: \_\_\_\_\_

Primary Contact (Property Owner/Property Manager):

As the property owner (or owner's representative), I understand that I am subject to the rental housing regulations of the City of Creston, including but not limited to the right of the City to perform inspections on my property as part of the rental housing requirements. I understand that it is my duty to notify my tenants of any upcoming inspections and to either be present or have a representative, that is at least 18 years age, present during the inspection. By my signature below, I am certifying that the rental units identified in this form comply with building regulations identified in Attachment A: Rental Housing Inspection Checklist.

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

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Official Use Only**

Date Received:	Registration Fee: \$50 for 1 <sup>st</sup> unit + \$15 per unit for each additional unit:
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Received By:	Late Registration Fee (\$50 per day):
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Other Fees:

**Total Amount Due:**

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**Rental Housing Inspection Form**

**\*Shaded descriptions are Mandatory for the First inspection cycle\***

Inspection Date:

Rental Address:

Inspector Name:

Unit Number:

Owner/Rep Name:

Initial/Re-Inspection/Complaint:

A. EXTERIOR PROPERTY/AREA		A. EXTERIOR PROPERTY/AREA		C. PLUMBING	
Approved? Yes No NA	Description	Approved? Yes No NA	Description	Approved? Yes No NA	Description
1 <input type="checkbox"/> <input type="checkbox"/>	House numbers clearly visible from the street.	11 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Known cisterns, wells, or other hazards are fenced, covered, or filled.	1 <input type="checkbox"/> <input type="checkbox"/>	Rental unit has use of operable kitchen sink, toilet, and bathtub or shower.
2 <input type="checkbox"/> <input type="checkbox"/>	Roof and walls are not deteriorated and do not have peeling paint in excess of 50% of the area.	12 <input type="checkbox"/> <input type="checkbox"/>	Property does not have an accumulation of weeds or brush. Yard is properly mowed.	2 <input type="checkbox"/> <input type="checkbox"/>	All applicable plumbing fixtures have hot/cold water and are connected to sewer system with proper clearance for usage and cleaning.
3 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Accessory buildings and fences in good repair.	13 <input type="checkbox"/> <input type="checkbox"/>	Property does not have an accumulation of garbage, junk, or debris.	3 <input type="checkbox"/> <input type="checkbox"/>	Bathrooms provide adequate privacy and ventilation.
4 <input type="checkbox"/> <input type="checkbox"/>	Doors are operable and able to be locked.	14 <input type="checkbox"/> <input type="checkbox"/>	Property is not providing habitation for rodents, wild animals, or other vermin.	4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Clothes dryer properly vented to the outside with metal vent pipes.
5 <input type="checkbox"/> <input type="checkbox"/>	Windows and skylights are operable and in good repair.	15 <input type="checkbox"/> <input type="checkbox"/>	Property does not have any illegal vehicles on site.	5 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Surface water tile, downspouts, sump pumps, and other drain devices do not discharge into the city sewer system.
6 <input type="checkbox"/> <input type="checkbox"/>	Chimneys appear to be structurally safe and in good repair.	16 <input type="checkbox"/> <input type="checkbox"/>	Property does not have unsafe storage of combustible material.	<b>Inspection Notes</b>	
7 <input type="checkbox"/> <input type="checkbox"/>	Foundation appears to be adequate and in good repair.	1 <input type="checkbox"/> <input type="checkbox"/>	Walls, ceilings, and floors appear to be structurally sound and in good repair.		
8 <input type="checkbox"/> <input type="checkbox"/>	Property does not have broken, rotten, split, or buckled walls.	2 <input type="checkbox"/> <input type="checkbox"/>	The building appears to be maintained in a safe and sanitary condition.		
9 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Stairways, porches, decks, and balconies have flooring, supports, and handrails in good condition.	3 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	All stairs are in sound condition and good repair. No fall hazards exist.		
10 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Site appears to have adequate grading and drainage.	4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Handrails firmly fastened and in good repair for all stairs.		
		5 <input type="checkbox"/> <input type="checkbox"/>	All habitable rooms are provided with adequate electrical service for proper illumination.		

D. ELECTRICAL/MECHANICAL (cont.)		E. FIRE SAFETY	
Approved? Yes No NA	Description/Detail	Approved? Yes No NA	Description/Detail
1 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Electrical service is properly maintained and is sufficient to support the electrical load.	1 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Each sleeping room, immediately outside of sleep areas, and each floor has an operable smoke alarm.
2 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Adequate clearance for service is provided on the control side of all HVAC and utility appliances.	2 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	All sleeping rooms have safe and appropriate access to an operable window for egress.
3 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Each unit has proper heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms and bathrooms.	3 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Each unit has access to an appropriately-sized, ABC-rated fire extinguisher. 1-A 5-BC for single family homes, 2-A 10-BC for multifamily.
4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	All electrical equipment, wiring, lighting, and appliances are properly installed and maintained in a safe and approved manner.	4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Carbon monoxide detectors are installed immediately outside of sleeping rooms and on each floor. (Only applies to properties with a potential carbon monoxide source.)
5 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Electrical panels are accessible, clearly marked, and circuits are properly labeled.	5 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Fire alarm and suppression systems properly installed and operational where required.
6 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Fuel fired equipment has appropriate and operable flues and shutoff valves.	6 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Two (2) clear and passable egress routes exist for each floor above the first floor.
7 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Every habitable room and every bathroom shall contain at least one (1) properly installed electrical outlet.	7 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	All means of egress doors and windows are operable without need to for keys, special knowledge or effort.
8 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Every laundry room contains at least one (1) grounded-type receptacle or a ground-fault circuit interrupter (GFCI).	8 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	All fire resistance rating of walls, fire stops, shaft enclosures, floors and doors are properly maintained.
9 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	There are cover plates on all outlets, switches, and junction boxes.	Notes:	
10 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	GFCI outlets installed for accessible outlets within six (6) feet of an open water source.		
11 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Water heaters have a properly installed pressure relief valve (PRV) with the discharge pipe reaching to within six (6) inches of the floor.		

I, as the authorized representative or owner of this property, understand the inspection deficiencies that have been identified during this inspection and what I need to do to correct the deficiencies prior to the scheduled re-inspection. Should I not be able to complete the repairs needed by the re-inspection date, I understand and agree that I will be subject to a Municipal Infraction for each day thereafter in which the deficiencies are not repaired. In addition, I agree that I will be responsible for any re-inspection fees as identified in the Rental Housing Inspection Program Administrative Plan. I understand that if I need to re-schedule the inspection, I must provide a request at least two (2) business days prior to the date of the re-inspection listed below.

Should I fail to show up (on time or at all) for a scheduled re-inspection, I understand and agree that I will be subject to the payment of a No-show Fee in the amount of \$100 per event. Failure to pay any fees or penalties may result in legal action being taken by the City of Creston.

Property Owner/Representative Signature \_\_\_\_\_  
Date \_\_\_\_\_

- This property passes the inspection and DOES NOT require a re-inspection.
- This property requires a re-inspection.

Inspector Signature \_\_\_\_\_  
Date \_\_\_\_\_

The Rental Housing Inspection Program is for the City of Creston to determine compliance with city ordinances. An inspection shall not constitute a certification by the city for any third parties as to the condition of the premises, and any tenant should undertake an independent inspection of the premises prior to entry of any lease arrangement to ascertain the condition thereof.

## City of Creston Rental Housing Complaint Form

Only current tenants of a rental property or rental unit may file a complaint regarding a rental housing property using this form.

Tenant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Phone #: \_\_\_\_\_

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

Owner Name: \_\_\_\_\_ Owner Phone #: \_\_\_\_\_

Manager Name: \_\_\_\_\_ Manager Phone #: \_\_\_\_\_

Do you currently live at this residence (Y/N)? \_\_\_\_\_

Registered this complaint with your landlord (Y/N)? \_\_\_\_\_ Date Filed: \_\_\_\_\_

Description of Complaint - Please describe the complaint in full detail including dates and times if appropriate. Continue complaint on back of this form if you need additional room.

**Please attach to this complaint form, any additional information, such as pictures showing problems, communications with the owner/manager prior to this complaint, or any other supporting information.**

I understand that by filing this complaint that the City of Creston will contact the property owner or owner's representative to investigate the problem. I also understand that the City will only investigate complaints that are from the current tenants of the property and that the name of reporting tenant is public information and will be released to the owner at the time of notice. The city will contact the owner or owner's representative within two (2) business days of the date this complaint is received. I understand that there are some items in which the City may not be able to assist on and that in those cases the city will notify me using the contact information provided above. Finally, I understand that if the complaint is found not to have merit, I will be responsible for paying the inspector the \$100 inspection fee. I certify that all the information on this form is true and correct.

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

**Official Use Only**

Complaint Received By: \_\_\_\_\_ \$100 Inspection Fee Collected (Y/N): \_\_\_\_\_

Owner Notified Date: \_\_\_\_\_ Inspection Conducted (Y/N): \_\_\_\_\_

Inspection Date: \_\_\_\_\_ Violations found (Y/N): \_\_\_\_\_

Inspector Assigned: \_\_\_\_\_ Deposit returned/Fee Collected (Y/N): \_\_\_\_\_

## City of Creston Rental Housing Inspection Appeal Form

This form is for rental property owners or their representatives who want to appeal a building violation noted by the city rental inspector.

Property Address:

Unit #:  Date Appeal Filed:

Property Owner Name:  Owner Phone #:

Representative Name:  Rep. Phone #:

Is the property currently occupied and/or rented (Y/N)?  Date Last Inspected:

Violation Being Appealed – Please describe the violation noted by the inspector and your reasons for appealing the inspector’s interpretation of the Creston Code of Ordinances. Please attach any additional documents, such as pictures or independent reviews.

I understand that this appeal will be sent to the Creston Board of Adjustment for a ruling. I understand that I am expected to comply with this ruling. If I am unsatisfied with this ruling, I can request a hearing and ruling by the Creston City Council. These hearings and rulings are not intended to debate changes to the code, but rather to provide a ruling on interpretation of existing code.

Signature:

**Official Use Only**

Appeal Received By:

Creston Board of Adjustment; Hearing Date:

Creston Board of Adjustment; Ruling (Overturned/Upheld):



## FEE SCHEDULE

Registration Fee, 1 <sup>st</sup> rental unit on property	\$50.00
For each additional rental unit on property	\$15.00
Late Fee for nonregistration, per day (maximum \$500.00)	\$50.00
Inspection Fee , 1 <sup>st</sup> unit on property	\$100.00
Each additional unit on property	\$40.00
Re-inspection Fee	\$100.00
No Show Fee	\$100.00
Tenant Complaint Inspection Fee	\$100.00
(If the tenant complaint is found to have merit the landlord will pay the fee, if the complaint is found to not have merit the tenant making the complaint will pay the fee.)	

Registration fees will be paid to the City of Creston.  
All other inspection fees will be paid to the inspector at time of inspections.

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## CITY OF CRESTON

### RENTAL HOUSING REGISTRATION & INSPECTION PROCESS

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- Submit Registration & Pay fee to City

- Rental property owners will receive a mailer notifying them that they have 30 days to call the number and schedule an inspection on their property

- On scheduled inspection date meet inspector and walk-thru the rental property
- Pay inspector inspection fee
- Receive approval or schedule reinspection date

- Display your rental compliance certificate in your rental property