

**CITY OF WIXOM  
ORDINANCE NUMBER 2010-01**

**AN ORDINANCE TO LICENSE AND REGULATE RENTAL UNITS OF VARIOUS FORMS WHICH ARE ENGAGED IN BOTH THE RENTAL OF UNITS FOR LIVING AND PROVIDING ROOMS FOR LODGING AND/OR SLEEPING PURPOSES TO TRANSIENT GUESTS; TO PROVIDE A PROCEDURE FOR OBTAINING A LICENSE WITH THE REVIEW NECESSARY TO DETERMINE SUITABILITY FOR A LICENSE AND SUITABILITY OF THE BUSINESS FOR ITS INTENDED USE; TO REGULATE THE OPERATIONS OF THE BUSINESS SO AS TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE, TO ENSURE THAT RENTAL UNITS ARE IN COMPLIANCE WITH ALL BUILDING AND SAFETY CODES AND OTHER APPLICABLE REGULATIONS, AND TO PREVENT THE MAINTENANCE OF A PUBLIC NUISANCE OR THE USE OF THE BUSINESS FOR ILLEGAL ACTIVITY; TO PROVIDE FOR A HEARING IN THE EVENT OF A DENIAL, SUSPENSION OR REVOCATION OF A LICENSE; TO PROVIDE MINIMUM RULES AND REGULATIONS WITH RESPECT TO THE OPERATION OF THESE BUSINESSES; AND TO PROVIDE PENALTIES FOR VIOLATION OF THIS CHAPTER.**

**THE CITY OF WIXOM ORDAINS:**

**Section 1.**

Chapter 5.25 of the City of Wixom Municipal Code, Sections 5.25.010 through 5.25.190 are hereby added:

**CHAPTER 5.25 RENTAL UNIT BUSINESS LICENSE**

**5.25.010 Purpose.**

The purpose of this Chapter is to ensure that all rental units are being maintained in conformance with all applicable building and safety codes, rules and regulations for the protection of the public health and safety of the residents of the rental units and the community. The purpose is also to proactively identify blighted and deteriorated rental housing stock and to ensure the rehabilitation or elimination of rental properties that do not meet minimum building and housing code standards, exterior maintenance standards, and site maintenance standards all in an attempt to create and maintain a healthy, safe and crime and nuisance free environment to further preserve and enhance the quality of life for the residents of the City living in rental units, as well as the community as a whole. The purpose is to further regulate Rental Unit Businesses through the issuance of a License to protect the public health, safety and welfare, to achieve the goals of this Chapter.

**5.25.020 Definitions.**

For the purpose of the provisions of this Chapter, the following words and phrases shall be construed to have the meanings contained in this Section, unless it is apparent from the context that a different meaning is intended.

- a. **"Accommodation(s)"** means the room or other space provided to transient guests for lodging or sleeping, including furnishings and other accessories therein. "Accommodations" does not include food or beverage.
- b. **"Apartment"** means a room or suite of rooms in a multiple-family building (as defined in Title 18 of the Code) arranged and intended for a place of residence for a single family or a group of individuals living together as a single housekeeping unit. "Apartment" shall include an apartment efficiency, meaning a dwelling unit consisting of not more than one (1) room in addition to a kitchen and necessary sanitary facilities.
- c. **"Bed and Breakfast"** means a use which is subordinate to the principal use of a dwelling unit as a one-family dwelling unit, and a use in which transient guests are provided a room and board for a period of less than thirty (30) consecutive days in return for payment.
- d. **"Boarding House"** means any building occupied as a home or dwelling unit where certain room(s) are leased or rented to one or more persons, and whose rooms may or may not contain provisions for cooking.
- e. **"Building Official"** means the Building Official of the City of Wixom, or in the absence of the Building Official, the acting Building Official or such other City official or employee as may be designated by Resolution of the City Council.
- f. **"City Clerk"** means the City Clerk of the City of Wixom or, in the absence of the clerk, the acting clerk or other such City official or employee as may be designated by Resolution of the City Council.
- g. **"City Council"** means the City Council of the City of Wixom.
- h. **"Dwelling Unit"** means a building, or portion thereof, designed for occupancy for residential purposes and having cooking facilities.
- i. **"Employee"** means any person other than the owner of a Rental Unit Business who renders any service in connection with the operation of a Rental Unit Business and receives compensation from the owner of the business. This definition includes a leased employee or subcontractor.
- j. **"Fire Code Official"** means the Fire Chief, Fire Marshall, Code Enforcement Officer or other designated authority charged by the City with the duties of administration and enforcement of the International Fire Code, or his/her designee.
- k. **"Hotel"** means a building or part of a building with a common entrance or entrances in which the rooms or rooming units are offered to the public and are used

primarily for transient persons for compensation for a period of less than thirty (30) consecutive days in return for compensation, except as provided in Section 5.25.090 below, and in which one or more of the following services are offered: maid service, furnishing of linen, telephone, secretarial or desk services, or bellboy services. Those hotels containing suites with cooking facilities shall not be subject to the thirty (30) day limitation noted above.

**l. "Licensee"** means the person to whom a License has been issued to own or operate a Rental Unit Business as defined herein.

**m. "Life Safety Inspection"** means a formal examination of an occupancy and its associated uses or processes to determine its compliance with the City adopted fire code. The types of Rental Unit Businesses that require a Life Safety Inspection are an apartment, bed and breakfast, boarding house, hotel, motel and tourist home. Life Safety Inspections shall be conducted on an annual basis by the Fire Code Official.

**n. "Manager"** shall mean any person(s), business entity, independent contractor, or group, responsible for the oversight and day-to-day operations of the Rental Unit Business, including but not limited to, such duties as assisting transient guests or boarders, or assisting tenants with the application process, repairs, procuring rent, and expediting the day-to-day operations.

**o. "Motel"** means a series of attached, semi-detached or detached rental units containing a bedroom, bathroom and closet space. Motel units provide for overnight lodging and are offered to the public and are used primarily for transient persons for compensation for a period of less than thirty (30) consecutive days in return for compensation, except as provided in Section 5.25.090 below, and cater primarily to the public traveling by motor vehicle.

**p. "Payment"** means the exchange of money or other remuneration, or the providing of services in exchange for the ability or right to reside in a Rental Unit.

**q. "Person"** means any individual, partnership, firm, association, joint stock company, limited liability company, corporation, trust or combination of individuals or business entities of whatever form or character.

**r. "Premises"** means the Rental Unit, and shall include the areas associated with the Rental Unit, including, but not limited to, parking lots, driveways, landscaping, accessory structures, fences, walls, lighting, swimming pools, hot tubs, spas and signage.

**s. "Rental Cabin"** means any establishment in which individual cabins or similar structures, units or rooms are rented to transient individuals for a period of less than thirty (30) consecutive days in return for payment.

**t. "Rental Unit"** means a structure or building that contains one or more units or rooms providing living facilities for one or more persons, including provisions for sleeping, eating, and sanitation. A Rental Unit may also make provision for cooking. This definition includes, but is not limited to, one-family, two-family and multiple-family

dwellings, apartments, apartment efficiencies, cooperative apartment units, condominiums, and boarding houses. For purposes of this Chapter, a "rental unit" shall include those places providing rooms to transient guests, including but not limited to, hotels, motels, bed and breakfasts, boarding houses, rental cabins, and tourist homes. For purposes of this Chapter, each unit or room rented in return for payment in a structure or building containing multiple units or rooms shall be considered a separate "Rental Unit". It is the intent that this Chapter apply to persons who rent single-family homes and condominiums, or any room in a single-family home or condominium; provided however, that the rental of a room in a single-family home or condominium to a member of the owner's immediate family shall be exempt from these licensing requirements. It is further the intent that this Chapter shall apply to areas associated with the Rental Unit, including, but not limited to, parking lots, driveways, landscaping, accessory structures, fences, walls, lighting, swimming pools, hot tubs, and spas. "Rental Unit" shall not include jails, hospitals, skilled care facilities, schools, assisted living facilities, retirement homes, foster care homes or similar facilities.

**u. "Rental Unit Business"** means any property that is rented for living or sleeping facilities, regardless of size, square footage, or any lease agreement. Rental Unit Business shall include any structure, building, portion of a building, or group of buildings, which includes a Rental Unit as defined above, and includes any other business or operation which rents or leases rooms or living accommodations to a person.

**v. "Tenant"** means one who makes payment to rent, lease or reside in a Rental Unit from a Landlord or Licensee.

**w. "Tourist Home"** means any building, or part of a building, or group of buildings, in which there are less than ten (10) rooms or rental units, other than rooms which are occupied by the family of the owner or lessee, which provides accommodations for transient persons for compensation for a period of less than thirty (30) consecutive days in return for payment, except as provided in 5.25.080 below.

**x. "Transient Guest"** means a person lodging for compensation in any hotel, motel, bed and breakfast, boarding house, rental cabin, or tourist home for a period of less than thirty (30) consecutive days in return for payment.

**y. "Unit Block"** means one-third (1/3) of the Rental Units in a Rental Unit Business that has a total of one hundred (100) rental units or more.

#### **5.25.030 License required.**

No person shall lease, rent, use, operate or occupy, or cause to be leased, rented, used, operated or occupied, a Rental Unit without a valid, current Rental Unit Business License. A Rental Unit Business shall obtain a License pursuant to this Chapter in lieu of the Business License required in Chapter 5.04. A separate Rental Unit Business License shall be required for each separate office or place of business address or unit block. Every License issued pursuant to this Chapter shall be valid for three (3) years from the date of issuance and must be renewed as required by this Chapter. However, an annual inspection by the Fire Code Official shall be

required for every Rental Unit Business that qualifies for a Life Safety Inspection as specified in Section 5.25.020(m) above.

**5.25.040 Initial Rental Unit Business License for Existing Rental Unit Businesses; Self-Certification Program; Hearing Procedure for Denial of Initial Rental Unit Business License**

a. The City is aware that there are existing Rental Unit Businesses that are operating at the time of the adoption of this Chapter, some of which contain a large number of Rental Units that will require time for the City to inspect. With respect to those existing businesses that have in excess of one hundred (100) units, a separate Rental Unit Business License shall be required for each Unit Block as defined above. It is the specific intent of this Chapter that each Rental Unit, and each Unit Block, be inspected not less than once every three (3) years, subject to the Self-Certification provisions in subparagraph (b) below.

The following provisions will apply to the issuance of the initial Rental Unit Business License for an existing Rental Unit Business:

i. Within sixty (60) days of adoption of this Chapter, an existing Rental Unit Business shall apply for a Rental Unit Business License as required in Section 5.25.050 below, and provide all required information.

ii. After application is made, an existing Rental Unit Business shall be allowed to operate temporarily until such time as all required investigations and inspections required by this Chapter have been completed or the Rental Units have been self-certified as set forth in (b) below. Inspections and certifications shall include, but not be limited to, all inspections required by this Chapter, well and septic certifications as needed, as well as a furnace inspection/certification secured by the owner of the Rental Unit Business. If, after completion of all investigations and inspections, the Licensee meets the requirements of this Chapter, the Rental Unit Business License will be issued.

iii. If the existing Rental Unit Business, or any Rental Unit contained therein, fails to pass all required investigations and inspections, or is not in full compliance with all federal, state, county and City laws and codes, ordinances and regulations, the applicant for a License shall have thirty (30) days to bring the Rental Unit Business and Rental Unit into compliance. This thirty day period may be extended in the event the City determines that the applicant is working diligently toward achieving compliance, and the applicant expeditiously proceeds with the completion of all work required to bring the Rental Unit into compliance.

iv. In the event the applicant fails to bring the Rental Unit Business or Rental Unit into compliance the request for a License shall be considered denied. The applicant may request a hearing, in writing, within ten (10) days following the denial. The hearing will be conducted in accordance with the provisions of Section 5.25.130. The License denial and investigations and inspections which were provided to the applicant shall serve as the report required by Section 5.25.130. Within twenty (20) days of receipt of the written request for a hearing, the City Council, acting upon

recommendation from the City Manager, shall set a date for a hearing within a reasonable period of time. Following the hearing, the City Council shall have the right to affirm the denial of a License, or the City Council may grant the License, with or without reasonable conditions. The applicant for an initial License for an existing Rental Unit Business may appeal the decision of the City Council to the Oakland County Circuit Court or seek other judicial relief, and if such an appeal is taken, it shall result in a stay of the final decision of the City Council pending judicial determination.

**b. Self-Certification Program for Rental Unit Business License**

Well-maintained rental units with no existing violations of federal, state, county or City law, codes, ordinances or regulations may qualify to participate in a self-certification program. To qualify for the self-certification program, the Rental Unit Business shall contain more than thirty (30) Rental Units. Further, due to the nature of the impact on property from the turn-over of transient guests, including additional wear and tear, Rental Unit Businesses that lodge or rent to transient guests shall not qualify for the self-certification program. Life Safety Inspections do not qualify for self-certification and must be performed annually by the Fire Code Official.

Eligibility for the self-certification program requires the Rental Unit Business owner or designee conduct a self-inspection of all Rental Units within a reasonable period of time after submission of the application, including exterior conditions and site conditions, and certify on the form required by the City that the property and the Rental Unit complies with all applicable law, codes and ordinances. A Hold Harmless letter shall be provided when self-certifications are completed for fire suppression, fire alarms, and furnaces. The Rental Unit Business owner or manager agrees to immediately respond to known criminal activity encountered during the self-certification process and to advise the City if any resident refuses entry for the purpose of interior Rental Unit inspections for self-certification. When the self-certification is received, the City shall inspect ten (10%) percent of the rental units that have been self-certified to verify compliance. The City will give forty-eight (48) hours notice of the inspections to the Manager of the Rental Unit Business. If, after inspections, it is determined that any of the property or rental units that have been self-certified are not in compliance with all applicable law, codes and ordinances, the Rental Unit Business shall be considered ineligible to participate in the self-certification program, in which event the applicant shall be required to follow the procedures set forth in Section 5.25.060 below to obtain a License.

For qualifying self-certification Rental Unit Businesses, the self-certification will remain in effect during the term of the Rental Unit Business License (three years from the date of issuance), with the exception of Life Safety Inspections which are required annually, provided that the conditions of the property or the Rental Unit do not deteriorate during that time to the point where the property or the Rental Unit would no longer be eligible for self-certification, in which event the applicant shall be required to follow the procedures set forth in Section 5.25.060 below to obtain a License.

**5.25.050 Application for Rental Unit Business License; Fees.**

Every applicant for a License to rent, use, operate or occupy one or more rental units shall file an application under oath with the Wixom Building Official upon a form provided by the

City and pay a nonrefundable application investigation fee set by Resolution of the City Council. The application shall contain the following information:

- a.** The location, mailing address and all telephone numbers for the Rental Unit Business;
- b.** The name, residence address, and telephone number of the applicant(s);
  - i.** If the applicant is a corporation, the names, permanent residence address and telephone number of the individual designated by the corporation to act on its behalf, and the name and address of the resident agent in Oakland County, Michigan. It is the specific intent of these regulations that a corporation shall designate an individual located in the immediate vicinity of the City who will be principally responsible for the day-to-day operations of the Rental Unit Business. The applicant shall provide certification that the corporation remains in good standing with the State in which it is incorporated.
  - ii.** If the applicant is a partnership, the names, permanent residence address and telephone number of the partner designated by the partnership to act on its behalf. It is the specific intent of these regulations that a partnership shall designate an individual located in the immediate vicinity of the City who will be principally responsible for the day-to-day operations of the Rental Unit Business.
  - iii.** If the applicant is a limited liability company (LLC), the names, permanent residence address and telephone number of the member designated by the LLC to act on its behalf. It is the specific intent of these regulations that a LLC shall designate an individual located in the immediate vicinity of the City who will be principally responsible for the day-to-day operations of the Rental Unit Business.
- c.** The applicant's two (2) immediately preceding addresses;
- d.** Proof that the applicant and Manager is at least eighteen (18) years of age;
- e.** Copy of picture identification such as a Driver's License which bears a date of birth for the individual, the designated individual for the corporation, partnership or limited liability company, and the Manager, or a Driver's License without a photograph and other government issued identification containing a photograph;
- f.** Business, occupation, or employment of the applicant for the three (3) years immediately preceding the date of application;
- g.** The Rental Unit Business or similar business history of the applicant(s);
- h.** Statement of whether or not the applicant(s) has previously operated a Rental Unit Business in this or another municipality or state;

- i.** Statement of whether or not the applicant(s) has had a Business License of any kind revoked or suspended and the reason therefore;
- j.** The name, address, telephone number, birth dates, and Driver's License number of each individual who will be a Manager or in charge of each Rental Unit Business;
- k.** A list of the rooms, units, suites, or beds contained in the Rental Unit Business, specifying the dimensions of each room, the number of sanitary facilities, and the maximum number of individuals that would result in full capacity of the Rental Unit Business;
- l.** Authorization for the City, its independent contractors and employees, to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant and Manager;
- m.** Such other identification and information necessary to discover the truth of the matters herein before specified as required to be set forth in the application;
- n.** Evidence of current valid General Liability Insurance with minimum limits of Two Million (\$2,000,000.00) Dollars per occurrence for all Rental Units other than those persons who rent single-family homes and condominiums or any room in a single-family home or condominium a single-family residence, or such other amount as set by Resolution of City Council, and Workers Compensation Insurance to comply with all State of Michigan statutory requirements. Evidence of current valid General Liability Insurance with limits of One Million (\$1,000,000.00) Dollars, or such other amount as set by Resolution of City Council, shall apply to persons who rent single-family homes and condominiums or any room in a single-family home or condominium, and Workers Compensation Insurance to comply with all State of Michigan statutory requirements. The General Liability Insurance shall include an endorsement stating that the following shall be named Additional Insured: the City, its elected and appointed officials, its employees, independent contractors, consultants, and volunteers, and its councils, boards and commissions. A copy of the certificate of insurance shall be provided to the City each year upon renewal. If the coverage furnished by the Rental Unit Business changes during the term of the Rental Unit License, a new certificate shall be delivered to the City at least ten (10) days prior to the change date.
- o.** All information required by this section shall be provided at the applicant's expense.

Upon the full completion of the application form and the furnishing of all the required information and documentation, and the payment of all applicable fees, the City shall accept the application for the necessary investigations. The applicant shall notify the City of each change in any of the data required to be furnished by this section within ten (10) days after such change occurs.

**5.25.060 License procedures; Investigation; Inspections.**

Any applicant for a License pursuant to this Chapter shall present to the Building Department the application containing the required information, signed under oath. Once a fully completed application and the required fee have been received by the Building Official, it shall be referred to the Director of Public Safety and/or his/her designee, who will have thirty (30) days in which to investigate the application and the background of the applicant as to License history, and investigation of the Manager as to Penal history. The Director of Public Safety or designee shall recommend denial or approval of an application for License. In making his/her recommendation hereunder, the Director of Public Safety or designee shall consider:

- a. The Penal history of the Manager to determine whether the Manager has been convicted of any of the offenses outlined in Section 5.25.070(c), the basis of the convictions, and the demeanor of the Manager subsequent to his or her conviction or release; and
- b. The License history of the applicant(s); whether the applicant(s) has previously operated in this City or State, or in another state under a License; has had such License or a permit revoked or suspended; the reasons for the suspension/revocation; and the demeanor of the applicant subsequent to such action.

Within thirty (30) days of the date of a positive recommendation from the Director of Public Safety or designee and payment by the applicant of the inspection fees set by Council Resolution, inspections will be scheduled and subsequent inspection reports and recommendations will be transmitted to the Building Official upon completion. The Rental Unit Business shall be thoroughly inspected for compliance with all City ordinances, codes and regulations, and State law. Inspections shall be conducted by the following as necessary and/or applicable: Building Inspector, Electrical Inspector, Plumbing Inspector, Mechanical Inspector, the Fire Code Official, the Department of Public Works, and City Code Enforcement, and/or their respective representatives or designees. The City will give forty-eight (48) hours notice of the inspections to the Manager of the Rental Unit Business. The review shall include, but not be limited to, a determination of whether the building and premises are properly located, whether the building and premises are constructed and equipped for the purpose for which the License is sought, and whether the building and premises are in full compliance with all federal, state, county and City ordinances, codes and regulations.

No License shall be issued by the Building Official until the Rental Unit is in compliance with all applicable City ordinances, codes and regulations as certified by City departments and inspectors. The Building Official shall also deny an application for a License if the City is provided information of non-compliance with other applicable federal, state and county codes, ordinances, and regulations by the applicable regulatory body.

**5.25.070 Review of Recommendations; Issuance of Rental Unit Business License.**

The Building Official shall issue a Rental Unit Business License within fourteen (14) days after receipt of all the investigations, inspections and reviews required under Section 5.25.060 if

all requirements in this Chapter are met. The License shall not be issued if the Building Official determines:

- a.** The correct License fee has not been tendered to the City and/or a check or bank draft given to the City has not been honored with payment upon presentation.
- b.** The operation as proposed by the applicant(s), if permitted, would not comply with all applicable laws, including but not limited to, the City's building, zoning and health regulations.
- c.** The Manager investigated in accordance with Section 5.25.060 above, has been convicted of any of the following offenses within or without the State of Michigan:
  - i.** An offense involving the use of force and violence upon the person of another that amounts to a felony;
  - ii.** An offense involving sexual misconduct, including prostitution, that amounts to a misdemeanor or a felony;
  - iii.** An offense involving narcotics, dangerous drugs or dangerous weapons that amounts to a felony.
  - iv.** An offense involving fraud or embezzlement.
  - v.** An offense involving larceny of any type, including but not limited to larceny by conversion.

Exception: If any of the persons described above have been convicted of the crimes described above, the Director of Public Safety may recommend approval, and the Building Official may issue, a License to the applicant(s) if he/she finds that such conviction occurred at least ten (10) years prior to the date of the application and the person has had no subsequent felony convictions of any nature and no subsequent misdemeanor convictions for crimes mentioned in subsection (c)(i), (ii) or (iii) above.

- d.** The applicant has knowingly made any false or fraudulent statement of fact in the permit application or in any document required by the City in conjunction with the application process.
- e.** The applicant has had a Rental Unit Business License or other similar permit or License denied, revoked, or suspended by the City or any other similar License denied, revoked, or suspended by the City or any other state or local agency within ten (10) years prior to the date of the application and that denial, revocation or suspension was based on criminal activity (by either the applicant or on about the premises or property occupied by the Rental Unit Business), fraud, or a violation of the health, safety and welfare provisions of a municipal ordinance or State law.
- f.** The applicant or the Manager is under the age of eighteen (18) years;

**g.** The applicant has not received a recommendation of approval from the Director of Public Safety, the Building Department, the Fire Code Official, and other applicable governmental approvals required for the License in question;

**h.** For "cause" as defined in Section 5.25.130 below.

In the event an application for a License is denied, the applicant may request a hearing, in writing, within ten (10) days following the denial. The hearing will be conducted in accordance with the provisions of Section 5.25.130. The License denial and investigations and inspections which were provided to the applicant shall serve as the report required by Section 5.25.130.

**5.25.080 Duties of Licensee; Rental Restrictions; Rules and Regulations.**

**a.** Every Licensee issued a Rental Unit Business License under this Chapter shall display such License in a prominent place in the rental unit, or in the case of a Rental Unit Business with multiple units, in the on-site office.

**b.** The Licensee operating a Rental Unit Business shall maintain a register of all persons employed. Such registry shall be available at the Rental Unit Business to representatives of the City during regular business hours. The Rental Unit Business shall be responsible for the acts, errors or omissions of its employees.

**c.** Every Licensee and Manager shall permit and cooperate with the reasonable inspection of the Rental Unit Business by public authorities as authorized by law. This shall include applying for and obtaining an annual Life Safety Inspection if applicable.

**d.** A holder of a License to lease, rent, use, operate or occupy a rental unit must keep written records, including the full name, home address (if applicable) and Driver's License number of any and all transient guests or tenants of the premises. Failure to maintain the required records, or to provide the Building Official with such written information upon request, shall result in a revocation or suspension of the License.

**e.** No room or unit Licensed under the provisions of this Chapter shall be rented or let for a period of less than twenty (20) hours.

**f.** No room or unit of the premises shall be used for gambling, prostitution, the sale or use of illegal drugs or other immoral purposes, or any other unlawful act.

**g.** All accommodations must afford easy and unobstructed access to a hall or passageway or to the outdoors.

**h.** In a tourist home, there must be at least one (1) toilet provided for each eight (8) or fewer occupants. Hot and cold running water must be provided.

**i.** The third or higher floor of any building, or the sub ground level of any Rental Unit Business, shall not be used for lodging or sleeping purposes unless equipped with fire escape facilities as required by all applicable regulations and codes or fire

suppression in compliance with the International Fire Code, and unless approved by all applicable authorities.

**j.** Rooms must be kept clear and free from mold, debris, vermin, garbage and rubbish.

**k.** Clean sheets, pillow cases and towels must be provided before a transient guest may occupy a bed or room previously occupied by another person.

**l.** The cooking of food in or upon the premises is prohibited, other than in a kitchen or a kitchenette facility in compliance with applicable laws, codes and regulations, and approved by all applicable authorities. The use of hotplates or similar equipment which can be utilized to heat or cook food is specifically prohibited in premises servicing transient guests. A notice to this effect shall be provided by the Rental Unit Business through room signage, signage at the registration counter, separate written notice, notice on the check-in form, or through any other reasonable manner that assures the notice is provided. Facilities not intended for cooking, but for heating and warming (such as coffee pots and microwave ovens) may be allowed if provided by the Rental Unit Business Licensee, after approval by the City.

**m.** For those rental units serving transient guests, a register shall be provided and maintained on the premises near the main entrance and shall be submitted, upon request by the Building Official and/or the Director of Public Safety or designees. The register shall contain the following information:

**i.** The correct name and address of every transient guest renting or occupying a room, including minor children. Proof of identity showing a valid Driver's License or voter registration card or similar identification and a date of birth shall be provided by at least one of the adult transient guests.

**ii.** Each transient guest with a motor vehicle on the premises shall provide the make, year and model of the motor vehicle, as well as the License plate number.

**iii.** The date and time of arrival and date of departure of every transient guest, and the number of days each transient guest has been at the establishment during the calendar year.

**iv.** Where two persons occupy the same room and at least one of the persons is a minor, the relationship of said person shall be noted on the register.

It shall be a violation of this Chapter for any person to inscribe false information in the register or for any person to provide false information that will be inscribed in the register. If the Licensee, Manager, or independent contractor or employee of the Licensee, has reasonable cause to believe the information being provided is false, the Licensee, Manager, or independent contractor or employee shall notify the Wixom Police Department of such fact, and failure to do so shall be grounds for revocation of the License.

n. No Licensee shall permit, or allow the Manager, independent contractor, or employee to permit, a minor under the age of eighteen (18) years of age to obtain accommodations in any Rental Unit without another individual who has reached the age of majority unless the Licensee, Manager, independent contractor, or employee notifies the Wixom Police Department, orally and in writing, of the presence of such minor. This prohibition shall not apply to an emancipated minor with required legal proof of this status.

o. Accommodations shall not be made available for a period in hourly increments, nor shall any accommodations be made available more than one time during the twenty (20) hour period of 12:00 noon to the following morning at 8:00 a.m. The right to occupy any accommodation shall not be assigned or transferred. No transient guest shall obtain accommodations in any hotel, motel, bed and breakfast, boarding house, tourist cabin, or tourist home, for more than thirty (30) consecutive days, except as provided in Section 5.25.090 below.

p. Occupancy of a room shall be limited as required by the Property Maintenance Code.

q. It shall be unlawful for any transient guest to smoke while in bed, or for any Licensee to permit smoking in bed. A notice to this effect shall be posted in each sleeping room.

r. Each Licensee shall immediately notify the City of Wixom Fire Department when a fire occurs at the Rental Unit Business.

s. The above Rules and Regulations shall be conspicuously displayed with the License at each registration area.

**5.25.090 Longer Term Occupancy Limitations.**

Longer term occupancy and accommodations may be permitted in a hotel, motel, bed and breakfast, boarding house, tourist cabin, or tourist home, provided that no rental unit may be occupied for a period of thirty (30) consecutive days or more by more persons than permitted by the minimum area for occupancy requirements of the all applicable codes.

**5.25.100 Health Requirements**

All Licensed premises shall at all times be kept and maintained in accordance with the applicable provisions of the building and housing codes, ordinances and regulations of the City, Oakland County, and the State Housing Law.

**5.25.110 Name and Place.**

No person granted a License pursuant to this Chapter shall operate a Rental Unit Business under a name not specified in the License, nor shall they conduct business under any designation or location not specified in the License.

**5.25.120 Lien Against Property.**

If any individual fails to pay any fees or fines required by this Chapter, then the amount due shall accrue at a rate of six (6) percent per annum from the date when it becomes due and shall be filed with the City's assessor's office and shall be collected in the manner fixed by law for the collection of taxes and assessments.

**5.25.130 Suspension or Revocation of License; Notice and Hearing; Appeals; Grounds for Immediate Suspension of License.**

When any of the provisions of this Chapter are violated by the Licensee, Manager, an employee, or independent contractor of the Rental Unit Business, and/or when any Licensee, Manager, employee, or independent contractor of the Licensee is engaged in any conduct which violates any State law or City ordinance, or for any good "cause", the City may suspend or revoke the License after notice and a hearing. The term "cause" as used in this Chapter includes the doing or omitting of any act, or permitting any condition to exist in connection with any Rental Unit Business for which a License is granted under the provisions of this Chapter, which act, omission or condition is contrary to the health, safety and welfare of the public, is unlawful, irregular or fraudulent in nature, is unauthorized or beyond the scope of the License issued, or is forbidden by this Chapter or any other law. "Cause" shall include, but not be limited to:

- a. Acts, omissions or conditions that are contrary to the health, morals, safety or welfare of the public;
- b. Acts, omissions or conditions that are unlawful, irregular or fraudulent in nature;
- c. The arrest and conviction of the Licensee or Manager for any crime involving moral turpitude;
- d. Acts, omissions or conditions that are unauthorized or beyond the scope of the License granted;
- e. Acts, omissions or conditions that are forbidden by the provisions of this Code or any other duly established rule or regulation of the City applicable to the Rental Unit Business License;
- f. Maintenance of a nuisance upon or in connection with the Licensed premises, including, but not limited to, any of the following:
  - i. An existing violation of building, electrical, mechanical, plumbing, zoning, health, fire or other applicable regulatory codes or ordinances;

- ii.** A pattern of patron or tenant or guest conduct in or about the Licensed premises which is in violation of the law and/or disturbs the peace, order and tranquility of the neighborhood;
  - iii.** Failure to maintain the grounds and exterior of the Licensed premises free from litter, debris or refuse blowing or being deposited upon adjoining properties;
  - iv.** Failure to maintain the grounds and exterior of the Licensed premises in accordance with an approved site plan;
  - v.** Conducting the business in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, morals, safety or welfare of the public.
- g.** Failure by the Licensee or Manager to permit and cooperate with the reasonable inspection of the Rental Unit Business by public authorities as authorized by law.
  - h.** Fraud or material misrepresentation in the application for a License by the applicant or Manager or in the operation of the Licensed business;
  - i.** "Cause" shall also include the nonpayment of personal property taxes, real property taxes or any other obligation due and payable to the City relating to the Licensed premises.

If the Building Official, Director of Public Safety, Fire Code Official, and/or other City, State or County official or employee, determine that any Licensee or Manager has committed a violation of this Chapter, the respective official shall prepare a report in writing specifying: (1) the specific factual details of such violation; and (2) the particular Code subsection violated. The original report shall be filed with the City Manager or designee, who shall provide a copy to City Council, and serve a copy of such report upon the Licensee or Manager by personal service or by registered mail.

Within twenty (20) days from the date the report has been filed with the City Council, the City Council shall set a date for a hearing before it, within a reasonable period of time, on the alleged violation for a determination by City Council as to whether or not City Council shall suspend or revoke the License. The hearing shall continue until such time as completed. Notice of the hearing shall be served by the City upon the Licensee or its Manager, by personal service or by registered mail not less than seven (7) days before a scheduled hearing date, and such notice shall advise the Licensee of its right to be represented by legal counsel at the hearing before the City Council. Additionally, a copy of the notice shall be posted on the front of the Rental Unit Business. The notice shall indicate that the City of Wixom has initiated suspension and/or revocation proceedings before City Council and state the reason or reasons why the City is considering a suspension or revocation. The notice shall state the location of the hearing and the date and time that the Licensee may appear before City Council to give testimony and show cause why the Rental Unit Business License should not be suspended or revoked. The notice shall also provide for the right of interested parties, including tenants, to comment.

At all hearings, the Licensee shall have the right to defend against the allegations made by way of confronting any adverse witnesses, by being able to present witnesses in its own behalf, and by being allowed to present arguments, personally or through legal counsel.

City Council shall hear evidence and testimony by City Departments and other concerned individuals regarding the request for suspension or revocation. After the hearing, the City Council may revoke the Rental Unit Business License, deny the request to suspend or revoke the License, or suspend the License for a specific period of time to require the Licensee to take certain corrective actions before the License will be restored. If the Licensee fails to take corrective action by the date specified, the License shall be revoked.

The City Council shall prepare a written statement of its findings within thirty (30) days of the conclusion of all such hearings and shall serve such findings with the Licensee either personally or by registered mail. If the City Council determines that the License shall be suspended or revoked, the Licensee shall forthwith surrender the License to the Building Official. If City Council decides that the License shall be suspended or revoked, the Licensee shall have a period of thirty (30) days to commence the appropriate proceedings to recover possession of the Rental Unit under state law, if not already done. The Licensee shall then diligently pursue the process of recovering possession to completion. The Licensee shall provide copies of all documents provided to any tenant or filed with the court concerning the eviction process to the City Manager. If the Licensee fails to comply with these provisions and the decision of the City Council, or Hearing Officer under Section 5.25.140 below, the Licensee shall be cited for violation of this Chapter. In addition to issuance of civil infractions, the City may file for injunctive or other legal or equitable relief to enforce the decision of the City Council or Hearing Officer. In the case where a Rental Unit Business License has been suspended or revoked, or refused to an existing Rental Unit Business under Section 5.25.040 above, the Licensee shall not conduct, operate or carry on the business for which the License was granted unless and until the License is restored (in the case of a suspension) or a new License is issued pursuant to this Chapter (in the case of a revocation or refusal to issue to an existing Rental Unit Business), subject to the provisions set forth in the above paragraph.

The Licensee may appeal the decision of the City Council to the Oakland County Circuit Court or seek other judicial relief, and if such an appeal is taken, it shall result in a stay of the final decision of the City Council pending judicial determination.

For conditions posing an imminent threat to the public health, safety and welfare of the community, patrons, employees or others, a compliance officer of the Oakland County Health Department, or the Building Official, code enforcement officer, Director of Public Safety, Fire Code Official or a police officer, with the approval of the City Manager or his/her designee, is hereby granted the authority to suspend immediately, without notice or a hearing, any License granted hereunder; provided, however, that notice of the suspension shall be given to the Licensee or Manager within seventy-two (72) hours from the time and date of suspension and the reason for the action. The notice of suspension to the Licensee or Manager shall contain the effective date and time of such suspension. Notice shall be hand delivered to the Manager and sent by first class mail to the Licensee's last known address. A copy of the notice shall be posted on the front of the facility. A Rental Unity Business that has had its license suspended under this provision may request a hearing as set forth above in this Section.

#### **5.25.140     Referral to Hearing Officer; Appeals**

In lieu of conducting the hearings set forth in Section 5.25.040 and 5.25.130 above, the City Council may alternatively appoint a Hearing Officer to conduct such hearing. Such appointment shall be made within twenty (20) days of the report required in Section 5.25.130 being filed within the City Council. Thereafter, the Hearing Officer will follow the applicable procedures for the hearing, and shall set a date for a hearing within twenty (20) days after his or her appointment. The hearing shall continue until such time as completed. Within thirty (30) days of completion of the hearing, the Hearing Officer shall submit to the City and the Licensee a written statement of his or her findings and determination. Service of the findings and determination on the Licensee and Manager may be by personal service or registered mail.

The Licensee shall have the right to appeal an adverse decision by the Hearing Officer to the City Council, provided that a written request for appeal is filed within twenty (20) days of the day the findings and determination were served by the Hearing Officer. The appeal to the City Council shall be upon the record made before the Hearing Officer. An appeal to the City Council from a decision of the Hearing Officer shall result in a stay of that decision until final determination by the City Council.

The Licensee may appeal the decision of the City Council to the Oakland County Circuit Court or seek other judicial relief, and if such an appeal is taken, it shall result in a stay of the final decision of the City Council pending judicial determination.

#### **5.25.150     Sale, Transfer or Change of Location.**

Upon sale, transfer or relocation of a Rental Unit Business, the License issued for that Rental Unit Business shall be null and void. A new application shall be filed as provided in this Chapter prior to the leasing, renting, operating or occupying of the premises, and the investigations and inspections required by this Chapter shall be conducted. It shall be the duty of all Licensees having knowledge of the sale, transfer or relocation of a Rental Unit Business, to immediately report such sale, transfer or relocation to the Building Official. The failure to do so shall result in an immediate suspension of the Rental Unit Business License. A prospective purchaser of a Rental Unit Business may apply for a Rental Unit Business License pending purchase of the Rental Unit Business, and any License issued upon application of a prospective purchaser shall be contingent upon the actual completion of the purchase of the Rental Unit Business and shall not be transferrable.

#### **5.25.160     Expiration of License.**

All Licenses issued under this Chapter shall expire either:

- a. Three (3) years from the date of issuance, subject to the provisions of Section 5.25.040 above, and subject to the annual Life Safety Inspection, if applicable;
- b. Any time the ownership of the premises changes; or
- c. Any time the License is suspended or revoked.

**5.25.170 Renewal of Rental Unit Business License.**

An application to renew a Rental Unit Business License shall be filed at least sixty (60) days prior to the date of expiration. Such renewal shall be on a three (3) year basis and shall be accompanied by the application fee. Rental Unit Businesses which qualify for Self-Certification under Section 5.25.040 may utilize the Self-Certification Program for renewal of a Rental Unit Business License.

- a. The applicant shall present the following information to the Building Official.
  - i. A sworn affidavit by the applicant stating that the matters contained in the original application and required by Section 5.25.040 have not changed, or if they have changed, specifically stating the changes that have occurred.
  - ii. The names, addresses, telephone number, birth dates and driver's License number of the Manager principally in charge of the day-to-day operations of the Rental Unit Business.
- b. The application shall be referred to the Director of Public Safety who shall investigate the Manager as required in Section 5.25.050. Inspections shall be conducted by appropriate departments of the City as required in Section 5.25.050 to verify that all building, mechanical, plumbing, electrical and fire codes are being met prior to renewal of the License.

**5.25.180 Violation and Penalty.**

Any person who violates any provision of this Chapter is responsible for a municipal civil infraction. The sanction for a violation includes the payment of a civil fine as specified in Title 5, Section 5.09.210 of this Code, plus costs and other sanctions and fees for each infraction. Each day such violation exists shall be deemed a separate offence. Repeat offenses shall be subject to increased fines as provided in Title 5 of this Code. Nothing in this section shall be construed to limit the remedies available to the City in the event of a violation by a person or Licensee of this Chapter.

**5.25.190 Applicability of regulations to existing businesses.**

The provisions of this Chapter shall be applicable to all Rental Unit Businesses, whether the Rental Unit Business was established before or after the effective date of this Chapter. However, those businesses operating prior to the date of adoption of this Chapter will have a sixty (60) day grace period from the date of adoption within which to comply with all the conditions and requirements of this Chapter.

**Section 2. Repealer.**

This Ordinance hereby repeals any ordinances in conflict herewith.

**Section 3. Severability.**

The various parts, sections and clauses of this Ordinance are declared to be severable. If any part, sentence, paragraph, section or clauses is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected.

**Section 4. Savings Clause.**

Nothing in this Ordinance adopted shall be construed to affect any just or legal right or remedy of any character nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

**Section 5. Adoption, Publication and Effective Date.**

This Ordinance is hereby declared to have been adopted by the City Council for the City of Wixom at a meeting thereof duly called and held on the 13th day of July, 2010, and ordered to be given effect as mandated by Charter and statute, after publication.

Linda Kirby, City Clerk

Adoption Date: July 13, 2010  
Publication Date: July 28, 2010  
Effective Date: August 4, 2010

**CERTIFICATION**

I, Linda Kirby, the Clerk for the City of Wixom, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of Ordinance Number 2010-01, adopted by the City Council for the City of Wixom at a regular meeting held on July 13, 2010. The following members of the City Council were present at that meeting: Mayor Kevin Hinkley, Councilmembers Patrick Beagle, James Cutright, John Lee, Lori Rich, Tom Rzeznik and Rich Ziegler.

The Ordinance was adopted by the City Council with all members of the Council voting in favor and no members voting in opposition. Notice of adoption and publication of the Ordinance was published in the Spinal Column Newsweekly on July 28, 2010. The Ordinance shall be effective seven (7) days after publication.



Linda Kirby, City Clerk

Effective: August 4, 2010