



LAW DEPARTMENT

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July 11, 2024

Detroit City Council
1340 Coleman A. Young
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Detroit, Michigan 48226

Re: Amendment of Chapter 8 of the 2019 Detroit City Code, *Building Construction and Property maintenance*, Article XV, *Property Maintenance Code*.

Honorable City Council:

The Law Department has prepared an ordinance at the request of Council Member Waters. The proposed ordinance amends Chapter 8 of the 2019 Detroit City Code, *Building Construction and Property Maintenance*, Article XV, *Property Maintenance*, Division 1, *In General*, by amending Section 8-15-3, *Definitions: A-B*, Section 8-15-4, *Definitions: C*, Section 8-15-5, *Definitions: D-F*, Section 8-15-6, *Definitions: G-K*, Section 8-15-7, *Definitions: L-O*, Section 8-15-8, *Definitions: P-R*, Section 8-15-9, *Definitions: S-Z*, and Section 8-15-11, *Civil fines for violation of article*, by amending Division 2, *Administration and Enforcement*, by amending Section 8-15-33, *fees*, Section 8-15-35, *Certificate of Compliance required; violation for failure to obtain; temporary certificate and modifications*, Section 8-15-36, *Suspension or denial of Certificate of Compliance; revocation*, Section 8-15-47, *Issuance of correction notice or blight violation*, Section 8-15-48, *Curing or disputing correction notice; right of entry by City to abate public nuisance; obstruction of City employees and agents prohibited*, and Section 8-15-49, *Costs of abatement; collection of costs for City abatement of public nuisances*, by amending Division 3, *Requirements for Rental Property*, by amending Subdivision A, *In General*, by amending Section 8-15-81, *Registration of rental property*, amending and renaming Section 8-15-82, *Inspection of rental property; Certificate of Compliance required; registration of Certificates of Compliance for rental properties; violations; occupancy; length of Certificate of Compliance*, repealing Section 8-15-83, *Lead inspection/risk assessment, lead clearance*, and relocating substitute Section 8-15-83, *Federal and other governmental agency inspections accepted*, repealing Section 8-15-84, *Landlords and staff required to obtain HUD Visual Assessment Certification; annual inspections*, and relocating substitute Section 8-15-84, *Caretaker; responsible person; warning devices*, by relocating Section 8-15-85, *Window stops or guards required; exceptions*, by adding Section 8-15-86, *Tenant escrow*, Section 8-15-87, *Termination of tenancy to avoid compliance with subdivision or retaliatory action prohibited*, Section 8-15-88, *Consideration of Certificate of Compliance in eviction judgment*, Section 8-15-89, *Utilization of escrow accounts established under Michigan Housing Law*, and Section 8-15-90, *Notice and posting requirements for housing*

providers, and by amending Subdivision B, Lead Clearance, by amending Section 8-15-91, Purpose and intent; requirements, Section 8-15-92, Lead inspection and risk assessment, reports required, Section 8-15-94, Post-remedy clearance report, and Section 8-15-95, Requirement to avoid conflict of interest regarding lead-clearance inspection, and by repealing Section 8-15-98, Termination of tenancy to avoid compliance with this subdivision or retaliatory action prohibited, and by relocating to Section 8-15-98, Required distribution of information, and Section 8-15-99, Annual report required, in order to increase the effectiveness of the City of Detroit's oversight of rental housing and improve the quality of rental housing available to tenants.

We are available to answer any questions that you may have concerning this proposed ordinance.

Respectfully submitted,

Tonja R Long

Tonja R. Long
Chief Admin. Corporation Counsel
Municipal Section

Enclosure

cc: Malik Washington, City Council Liaison

SUMMARY

This ordinance amends Chapter 8 of the 2019 Detroit City Code, *Building Construction and Property Maintenance*, Article XV, *Property Maintenance*, Division 1, *In General*, by amending Section 8-15-3, *Definitions: A-B*, Section 8-15-4, *Definitions: C*, Section 8-15-5, *Definitions: D-F*, Section 8-15-6, *Definitions: G-K*, Section 8-15-7, *Definitions: L-O*, Section 8-15-8, *Definitions: P-R*, Section 8-15-9, *Definitions: S-Z*, and Section 8-15-11, *Civil fines for violation of article*, by amending Division 2, *Administration and Enforcement*, by amending Section 8-15-33, *fees*, Section 8-15-35, *Certificate of Compliance required; violation for failure to obtain; temporary certificate and modifications*, Section 8-15-36, *Suspension or denial of Certificate of Compliance; revocation*, Section 8-15-47, *Issuance of correction notice or blight violation*, Section 8-15-48, *Curing or disputing correction notice; right of entry by City to abate public nuisance; obstruction of City employees and agents prohibited*, and Section 8-15-49, *Costs of abatement; collection of costs for City abatement of public nuisances*, by amending Division 3, *Requirements for Rental Property*, by amending Subdivision A, *In General*, by amending Section 8-15-81, *Registration of rental property*, amending and renaming Section 8-15-82, *Inspection of rental property; Certificate of Compliance required; registration of Certificates of Compliance for rental properties; violations; occupancy; length of Certificate of Compliance*, repealing Section 8-15-83, *Lead inspection/risk assessment, lead clearance*, and relocating substitute Section 8-15-83, *Federal and other governmental agency inspections accepted*, repealing Section 8-15-84, *Landlords and staff required to obtain HUD Visual Assessment Certification; annual inspections*, and relocating substitute Section 8-15-84, *Caretaker; responsible person; warning devices*, by relocating Section 8-15-85, *Window stops or guards required; exceptions*, by adding Section 8-15-86, *Tenant escrow*, Section 8-15-87, *Termination of tenancy to avoid compliance with subdivision or retaliatory action prohibited*, Section 8-15-88, *Consideration of Certificate of Compliance in eviction judgment*, Section 8-15-89, *Utilization of escrow accounts established under Michigan Housing Law*, and Section 8-15-90, *Notice and posting requirements for housing providers*, and by amending Subdivision B, *Lead Clearance*, by amending Section 8-15-91, *Purpose and intent; requirements*, Section 8-15-92, *Lead inspection and risk assessment, reports required*, Section 8-15-94, *Post-remedy clearance report*, and Section 8-15-95, *Requirement to avoid conflict of interest regarding lead-clearance inspection*, and by repealing Section 8-15-98, *Termination of tenancy to avoid compliance with this subdivision or retaliatory action prohibited*, and by relocating to Section 8-15-98, *Required distribution of information*, and Section 8-15-99, *Annual report required*, in order to increase the effectiveness of the City of Detroit's oversight of rental housing and improve the quality of rental housing available to tenants.

1 **AN ORDINANCE** to amend Chapter 8 of the 2019 Detroit City Code, *Building*
2 *Construction and Property Maintenance*, Article XV, *Property Maintenance*, Division 1, *In*
3 *General*, by amending Section 8-15-3, *Definitions: A-B*, Section 8-15-4, *Definitions: C*, Section
4 8-15-5, *Definitions: D-F*, Section 8-15-6, *Definitions: G-K*, Section 8-15-7, *Definitions: L-O*,
5 Section 8-15-8, *Definitions: P-R*, Section 8-15-9, *Definitions: S-Z*, and Section 8-15-11, *Civil fines*
6 *for violation of article*, by amending Division 2, *Administration and Enforcement*, by amending
7 Section 8-15-33, *fees*, Section 8-15-35, *Certificate of Compliance required; violation for failure to*
8 *obtain; temporary certificate and modifications*, Section 8-15-36, *Suspension or denial of*
9 *Certificate of Compliance; revocation*, Section 8-15-47, *Issuance of correction notice or blight*
10 *violation*, Section 8-15-48, *Curing or disputing correction notice; right of entry by City to abate*
11 *public nuisance; obstruction of City employees and agents prohibited*, and Section 8-15-49, *Costs*
12 *of abatement; collection of costs for City abatement of public nuisances*, by amending Division 3,
13 *Requirements for Rental Property*, by amending Subdivision A, *In General*, by amending Section
14 8-15-81, *Registration of rental property*, amending and renaming Section 8-15-82, *Inspection of*
15 *rental property; Certificate of Compliance required; registration of Certificates of Compliance for*
16 *rental properties; violations; occupancy; length of Certificate of Compliance*, repealing Section 8-
17 15-83, *Lead inspection/risk assessment, lead clearance*, and relocating substitute Section 8-15-83,
18 *Federal and other governmental agency inspections accepted*, repealing Section 8-15-84,
19 *Landlords and staff required to obtain HUD Visual Assessment Certification; annual inspections*,
20 and relocating substitute Section 8-15-84, *Caretaker; responsible person; warning devices*, by
21 relocating Section 8-15-85, *Window stops or guards required; exceptions*, by adding Section 8-15-
22 86, *Tenant escrow*, Section 8-15-87, *Termination of tenancy to avoid compliance with subdivision*
23 *or retaliatory action prohibited*, Section 8-15-88, *Consideration of Certificate of Compliance in*

1 *eviction judgment, Section 8-15-89, Utilization of escrow accounts established under Michigan*
2 *Housing Law, and Section 8-15-90, Notice and posting requirements for housing providers, and*
3 *by amending Subdivision B, Lead Clearance, by amending Section 8-15-91, Purpose and intent;*
4 *requirements, Section 8-15-92, Lead inspection and risk assessment, reports required, Section 8-*
5 *15-94, Post-remedy clearance report, and Section 8-15-95, Requirement to avoid conflict of*
6 *interest regarding lead-clearance inspection, and by repealing Section 8-15-98, Termination of*
7 *tenancy to avoid compliance with this subdivision or retaliatory action prohibited, and by*
8 *relocating to Section 8-15-98, Required distribution of information, and Section 8-15-99, Annual*
9 *report required, in order to increase the effectiveness of the City of Detroit’s oversight of rental*
10 *housing and improve the quality of rental housing available to tenants.*

11 **IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT**
12 **THAT:**

13 **Section 1.** Chapter 8 of the 2019 Detroit City Code, *Building Construction and Property*
14 *Maintenance, Article XV, Property Maintenance, be amended by amending Division 1, Sections*
15 *8-15-3 through 8-15-9 and Section 8-15-11, Division 2, Section 8-15-33, Section 8-15-35, Section*
16 *8-15-36, and Sections 8-15-47 through 8-15-49, and Division 3, Subdivision A, Section 8-15-81*
17 *and Section 8-15-82, by repealing and replacing Section 8-15-83 and Section 8-15-84, by*
18 *relocating Section 8-15-85 and adding Sections 8-15-86 through 8-15-90, and Subdivision B by*
19 *amending Section 8-15-91, Section 8-15-92, Section 8-15-94, Section 8-15-95, by repealing and*
20 *replacing Section 8-15-98, and by renumbering Section 8-15-99, to read as follows:*

21 **CHAPTER 8. BUILDING CONSTRUCTION AND PROPERTY MAINTENANCE**

22 **ARTICLE XV. PROPERTY MAINTENANCE CODE**

23 **DIVISION 1. IN GENERAL**

1 **Sec. 8-15-3. Definitions: A—B.**

2 For purposes of this article, the following words and phrases shall have the meanings
3 respectively ascribed to them by this section:

4 *Abatement or abated* means a measure or set of measures designed to permanently
5 eliminate lead-based paint hazards and includes:

- 6 (1) The removal of lead-based paint hazards and dust lead hazards, the permanent
7 enclosure or encapsulation of lead-based paint, the replacement of lead-painted
8 surfaces or fixtures, the removal or covering of soil lead hazards, and all
9 preparation, cleanup, disposal, and post-abatement clearance testing activities
10 associated with such measures, which shall be performed by a State-certified lead
11 abatement firm;
- 12 (2) A project for which there is a written contract or other documentation which
13 provides that a person will be conducting activities in or to a residential dwelling
14 or child-occupied facility that will result in the permanent elimination of lead
15 hazards or that are designed to permanently eliminate lead hazards;
- 16 (3) A project resulting in the permanent elimination of lead-based paint hazards,
17 conducted by a person certified pursuant to the Michigan Lead Abatement Act,
18 being MCL 333.5451 *et seq.*, except a project that is otherwise exempt under the
19 Act;
- 20 (4) A project resulting in the permanent elimination of lead hazards, conducted by a
21 person who, through such person's company name or promotional literature,
22 represents, advertises, or holds themselves out to be in the business of performing

1 lead-based paint activities, except a project that is exempt under the Michigan Lead
2 Abatement Act; and

3 (5) A project resulting in the permanent elimination of lead hazards that is conducted
4 in response to a state or City abatement order, but does not include:

5 a. Renovation, remodeling, landscaping, or other activity, where the activity
6 is not designed to permanently eliminate lead hazards, but is instead
7 designed to repair, restore, or remodel a dwelling even though the activity
8 may incidentally result in a reduction or elimination of a lead hazard;

9 b. An interim control, operation, maintenance activity, or other measure or
10 activity designed to temporarily, but not permanently, reduce a lead hazard;

11 c. Any lead-based paint activity performed by the owner of an owner-occupied
12 residential dwelling or an owner-occupied multifamily dwelling containing
13 four or fewer units where the activity is performed only in that owner-
14 occupied unit of the multifamily dwelling; and

15 d. The scraping or removal of paint, painting over paint, or other similar
16 activity that may incidentally result in a reduction or elimination of a lead
17 hazard.

18 *Adult foster care facility* means a governmental or nongovernmental establishment which
19 principally receives adults for foster care, including a foster care family home for adults who:

20 (1) Are aged, emotionally disturbed, developmentally disabled or physically
21 handicapped;

22 (2) Require supervision on an ongoing basis; and

1 (3) Do not require continuous nursing care, but excludes a nursing home, a home for
2 the aged, a hospital, a hospital for the mentally ill, a county infirmary, and a facility
3 operated for the developmentally disabled by the Michigan Department of Health
4 and Human Services.

5 Agent means any person, operator, firm, or corporation that manages or operates a building,
6 premises, or structure as rental property on behalf of the property owner.

7 *Apartment* means a one-family living space having one or more rooms located within a
8 building, and containing a kitchen equipped with a sink and a bathroom equipped with a bathtub
9 or shower, a lavatory, and a toilet or water closet.

10 *Approved* means approved by the Building Official or the Public Health Director, or a
11 device, material or practice that meets acceptable industry standards or an apparatus or a method
12 which, by demonstration or test, has proven workable for its intended use.

13 *Approved containers* means receptacles designated for use in specific areas, or for specific
14 uses by the Director of the Department of Public Works, which are limited to Courville containers,
15 large movable or stationary containers, and portable containers, as defined in this section.

16 *Authorized local official* means a police officer, or other City employee or agent, who is
17 authorized to issue blight violations in accordance with this article and Section 1-1-10 of the 2019
18 Detroit City Code that are designated as blight violations.

19 *Bare soil violation* means the presence of bare soil within the dripline of any residential
20 rental property on which the original construction was completed prior to January 1, 1978.

21 *Basement* means that portion of a building or structure which is partly or completely below
22 grade.

23 *Bathroom* means a room containing plumbing fixtures, including a bathtub or shower.

1 *Bedroom* means any room or space used, or intended to be used, for sleeping purposes.

2 *Blight violation* means any unlawful act, or any omission or failure to act, which is
3 designated by the 2019 Detroit City Code as a blight violation pursuant to Sections 4l(4) and 4q(4)
4 of the Michigan Home Rule City Act, being MCL 117.4l(4) and 117.4q(4).

5 *Blight violation determination* means a determination that:

- 6 (1) An alleged violator is responsible for one or more blight violations as a result of
7 the admission of responsibility for the allegation in a blight violation notice; or
8 (2) After an administrative hearing that a person is or is not responsible for one or more
9 blight violations: or
10 (3) As a result of a decision and order of default for failing to appear as directed by the
11 blight violation notice, or other notice regarding one or more blight violations, at a
12 scheduled appearance at the Blight Administrative Hearings Bureau in accordance
13 with Section 4q(8)(c) of the Michigan Home Rule City Act, being MCL
14 117.4q(8)(c).

15 *Blight violation notice* means a written violation notice prepared by an authorized local
16 official, which directs an alleged violator:

- 17 (1) To pay the civil fine specified in the notice, including any required fees or costs,
18 for one or more blight violations in accordance with the fines, fees, or costs
19 specified in this article; and
20 (2) To appear at the Blight Administrative Hearings Bureau regarding the occurrence
21 or existence of one or more blight violations pursuant to Section 4q(8) of the
22 Michigan Home Rule City Act, being MCL 117.4q(8).

1 *Blight violation proceeding* means an administrative process that results in a blight
2 violation determination.

3 *Breach* means any opening, breakthrough, structural failure, or complete or partial collapse
4 of a waterbody barrier and prevents the stabilization of the waterbody barrier but does not include
5 a few rocks falling into the water or other de minimis occurrences.

6 *Building* means a permanent structure that is constructed or used for a residential or non-
7 residential purpose, or any permanent accessory structure or facility used in conjunction with such
8 use.

9 *Building Official* means a person who is:

- 10 (1) Appointed and employed at the Buildings, Safety Engineering, and Environmental
11 Department;
- 12 (2) Charged, as required in Section 202, Definitions, and Chapter 35, Referenced
13 Standards, MI (Michigan Department of Licensing and Regulatory Affairs), of the
14 2015 Michigan Building Code, with the administration and enforcement of the
15 Michigan Building Code, the Michigan Electrical Code, the Michigan Mechanical
16 Code, the Michigan Plumbing Code, the Michigan Rehabilitation Code for Existing
17 Buildings, the Michigan Residential Code, and the Michigan Energy Code;
- 18 (3) Charged with the administration and enforcement of the Detroit Elevator Code,
19 Detroit Manlifts Code, Detroit Material Hoists Code, Detroit Personnel Hoists
20 Code, and Detroit Powered Platforms Code; and(4)Registered in accordance with
21 the Michigan Building Officials and Inspectors Registration Act, being MCL
22 338.2301 through 338.2313.

1 (4) Registered in accordance with the Michigan Building Officials and Inspectors
2 Registration Act, being MCL 338.2301 through 338.2313.

3 *Buildings, premises, and structures* means all properties, equipment, and facilities which
4 are part of, or used in conjunction with, any existing residential and nonresidential building,
5 premises, or structure, including any vacant building.

6 *Bulk storage* means properties where operations that involve "tank storage of bulk oil or
7 gasoline" as described in Chapter 50 of this Code, Zoning, or "built solid material facilities" as
8 defined in the Section 42-1-1 of the Code.

9 **Sec. 8-15-4. Definitions: C.**

10 For purposes of this article, the following words and phrases shall have the meanings
11 respectively ascribed to them by this section:

12 *Certificate of Collection Box Maintenance* means a certificate issued by the Buildings,
13 Safety Engineering, and Environmental Department, which states that a collection box complies
14 with the requirements of this article.

15 *Certificate of Compliance* means a certificate issued by the Buildings, Safety Engineering,
16 and Environmental Department, which states that a building, premises or structure, geotechnical
17 report when required or a portion thereof, complies with the requirements of this article.

18 *Certificate of Registration of Rental Property* means a certificate issued by the Buildings,
19 Safety Engineering, and Environmental Department, which states that a rental property ~~complies~~
20 ~~with the requirements of this article~~ has been registered.

21 *Certificate of Registration of Vacant Property* means a certificate issued by the Buildings,
22 Safety Engineering, and Environmental Department, which states that a vacant property has been
23 registered.

1 *Certificate of Registration of Waterbody Barrier* means a certificate issued by the
2 Buildings, Safety Engineering, and Environmental Department, which states that a waterbody
3 barrier complies with the requirements of this article.

4 *Certified abatement worker* means an individual who has been trained to perform lead
5 abatement through an accredited training program and who is certified by the Michigan
6 Department of Health and Human Services to perform lead abatement.

7 *Certified clearance technician* means an individual who has completed an approved
8 training course and is certified by the Michigan Department of Health and Human Services to
9 perform lead clearance testing on interim controls or non-abatement/renovation projects to ensure
10 that lead dust has been removed.

11 *Certified lead inspector* means an individual who has been trained by an accredited training
12 program and certified by the Michigan Department of Health and Human Services to conduct lead
13 based paint inspections for the purpose of identifying lead-based paint and take samples for the
14 purpose of lead-abatement clearance testing.

15 *Certified renovator* means an individual who has successfully completed a lead hazard
16 renovator course provided by an accredited training program for which the Michigan Department
17 of Health and Human Services, who has been issued a certificate to perform lead hazard
18 renovations, or who directs or subcontracts to others under their supervision to perform lead hazard
19 renovations.

20 *Certified risk assessor* means an individual who has been trained by an accredited training
21 program and certified by the Michigan Department of Health and Human Services to conduct
22 evaluations, lead-based paint inspections, and risk assessments for lead-based paint hazards, and

1 to take samples for the presence of lead in paint and dust for the purpose of post-remedy inspection
2 and certification.

3 *Charitable organization* means a benevolent, educational, philanthropic, humane, patriotic,
4 or eleemosynary organization of persons that solicits or obtains contributions from the public for
5 charitable purposes and includes a chapter, branch, area office, or similar affiliate or person
6 soliciting contributions within the state for a charitable organization that has its principal place of
7 business outside the state.

8 *Clear vision triangle* means the area formed by extending the two curb lines a distance of
9 45 feet from their point of intersection, and connecting these points with an imaginary line, thereby
10 making a triangle.

11 *Clearance examination* means an activity conducted following lead-based paint hazard
12 reduction activities to determine that the hazard reduction activities are complete and that no lead-
13 based paint hazards, as defined in this section, exist in the dwelling unit or work site.

14 *Co-box controller* means any person who owns or otherwise is in control of a collection
15 box used to solicit collections of salvageable personal property.

16 *Collection box* means any unattended container, receptacle, or similar device that is located
17 outdoors on any parcel or lot of record within the City of Detroit and that is used for soliciting and
18 collecting clothing, household items, or other salvageable personal property, but does not include
19 recycle bins solely used for the collection of recyclable material, garbage receptacles, approved
20 containers, as defined by Section 42-1-1 of this Code, or any collection box enclosed in a building.

21 *Commercial box servicing* means every 21 days the collection box shall be:

- 22 (1) Power washed, both inside and outside, in a manner that disinfects to prevent
23 infestation;

- 1 (2) Cleared of all graffiti, tags, and gang markings;
- 2 (3) Repaired, which includes the removal of any large dents which change the surface
3 structure of the box, fixing any mechanisms that enable the collection box to stay
4 locked and secured, and replacing the collection box when it cannot be repaired on
5 location; and
- 6 (4) Cleaned such that the surrounding area is free of any solid waste, as defined by
7 Section 8-15-9 of this Code, clothes, and any other donated items.

8 *Community establishments* means all businesses, non-profit organizations, churches,
9 governmental agencies, and other such institutions which cannot be classified as residential
10 structures, as well as residential structures containing five or more household units.

11 *Commercial solid waste* means:

- 12 (1) The solid waste resulting from the operation of commercial establishments; and
- 13 (2) Construction solid waste, but does not include domestic solid waste.

14 *Community residential home* means a location which provides shelter to prisoners placed
15 pursuant to Section 65a of the Michigan Department of Corrections Act, being MCL 791.265a.

16 *Condemnation* means to determine a structure unfit for occupancy.

17 *Condominium* means that portion of a condominium conversion or project designed and
18 intended for separate ownership and use, as described in the master deed, regardless of whether
19 intended for residential, office, industrial, business or recreational use, or use as a time share unit,
20 or any other type of use.

21 *Construction solid waste* means waste from buildings construction, alteration, demolition
22 or repair, and dirt from excavations.

1 *Containment* means a process to protect workers and the environment by controlling
2 exposure to a dust lead hazard and debris created during lead abatement.

3 *Contaminant* means, but is not limited to, any element, hazardous substance, compound,
4 or mixture, including disease causing agents, which after release into the environment and upon
5 exposure, ingestion, inhalation, or assimilation into any organism, either directly from the
6 environment or indirectly by ingestion through food chains, will or may reasonably be anticipated
7 to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological
8 malfunctions, including malfunctions in reproduction, or physical deformations, in such organisms
9 or their offspring.

10 *Correction notice* means a written notice of a violation that, if not cured within the time
11 period stated in the notice, will result in the issuance of a blight violation notice.

12 *Courville containers* means receptacles which are 100, 300 or 400 gallons in capacity, are
13 the property of the City, are provided by the Department of Public Works for use at residential
14 structures and commercial establishments, and are mechanically emptied.

15 **Sec. 8-15-5. Definitions: D—F.**

16 For purposes of this article, the following words and phrases shall have the meanings
17 respectively ascribed to them by this section:

18 *Debris* means the remains of an item broken down or destroyed.

19 *Designated transitional housing* means housing which is defined by the United States
20 Department of Housing and Urban Development, in 24 CFR 577.5 as "transitional housing" or in
21 24 CFR 583.5 as "supportive housing."

1 *Deteriorated paint* means paint or other surface coating that is cracking, flaking, chipping,
2 peeling, or otherwise damaged or separating from the substrate of a building component, unless
3 the deteriorated paint surfaces total no more than:

- 4 (1) Twenty square feet on exterior surfaces;
- 5 (2) Two square feet in any one interior room or space; or
- 6 (3) Ten percent of the total surface area on an interior or exterior type of component
7 with a small surface area.

8 *Deteriorated paint violation* means the presence of deteriorated paint, including a surface
9 painting with lead-based paint that a young child can mouth or chew and includes evidence of teeth
10 marks, in any residential rental property on which the original construction was completed prior
11 to January 1, 1978.

12 *Domestic solid waste* means the solid waste resulting from the usual routine of
13 housekeeping, but does not include commercial solid waste.

14 *Dust-lead ~~hazard~~ violation* means surface dust ~~in a residential dwelling~~ that contains a
15 concentration of lead at or in excess of the following levels identified by the EPA pursuant to
16 Section 403 of Title IV of the Toxic Substances Control Act, being 15 USC 2683, or as otherwise
17 defined by rule in any residential rental property on which the original construction was completed
18 prior to January 1, 1978:

- 19 (1) For floors: 10 ug/ft²
- 20 (2) For interior windowsills: 100 ug/ft².

21 *Dust wipe samples* means samples collected and tested by a laboratory recognized by the
22 U.S. Environmental Protection Act pursuant to section 405(b) of the Toxic Substances Control Act
23 to identify a dust-lead violation. Dust wipe samples shall be collected from each of no more than

1 four rooms. The selection of rooms to be tested, where applicable, shall include at least one
2 bedroom and the living room. At least one wipe sample shall be taken from a windowsill and one
3 from a floor in each room. Where there are less than four rooms, all rooms shall be sampled.

4 *Dwelling or dwelling unit* means a single unit providing complete, independent living
5 facilities occupied, or intended to be occupied, in whole or in part, by one or more persons,
6 including permanent space and provisions for living, cooking, eating, sanitation, and sleeping.

7 *Emergency* means any condition in a building, premises, or structure that reasonably
8 constitutes a threat to the public interest, safety, or welfare.

9 *Emergency shelter* means a facility which provides congregate-style temporary lodging
10 either with or without meals and ancillary services on the premises to primarily the homeless for
11 more than four weeks in any calendar year but does not provide such lodging to any individual:

12 (1) Who is required because of age, mental disability or other reason to reside either in
13 a public or in a private institution; or

14 (2) Who is imprisoned or otherwise detained pursuant to either federal or state law, and
15 excludes an adult foster care facility, designated transitional housing, home for the
16 aged, a nursing home, a temporary emergency shelter, and a warming center.

17 *Encapsulant* means an ASTM compliant coating that forms a barrier between lead-based
18 paint and the environment using a liquid-applied coating, with or without reinforcement materials,
19 or an adhesively bonded covering material.

20 *Encapsulation* means the application of an encapsulant.

21 *Enclosure* means the use of rigid, durable construction materials that are mechanically
22 fastened to the substrate in order to act as a barrier between lead based paint and the environment.

23

1 *Environmental contamination* means the release of a contaminant, or the potential release
2 of a discarded contaminant, in a quantity which is, or may become, injurious to the environment
3 or to the public health, safety, or welfare.

4 *Environmental investigation* means any health, safety or environmental site assessment,
5 investigation, study, review, audit, or compliance review conducted at any time concerning any
6 Real Property or the business operations or activities of any Company or Affiliate of any Company,
7 including, without limitation:

8 (1) Air, soil, groundwater or surface water sampling and monitoring;

9 (2) Repair, cleanup, remediation, or detoxification;

10 (3) Preparation and implementation of any closure, remedial, spill, emergency or other
11 plans; and

12 (4) Any health, safety or environmental compliance audit or review.

13 *EPA RRP Certification* means the Lead Safe Certification for Renovation, Repair, and
14 Painting certification as provided by the United States Environmental Protection Agency.

15 *Evaluation* means a risk assessment, a lead-hazard screen, a lead-based paint inspection,
16 paint testing, or a combination of these to determine the presence of lead-based paint hazards or
17 lead-based paint.

18 *Exterior property* means the open space on the premises and on adjoining premises or
19 property under the control of owners or operators of such premises and property.

20 *Extermination* means the control and elimination of insects, rats or other pests by
21 eliminating their harborage places, or by removing or making inaccessible materials that serve as
22 their food, or by fumigating, poisoning, spraying, trapping or any other approved pest elimination
23 method, or by a combination thereof.

1 *Facility* means any area, place, parcel or parcels of property, or portion of a parcel of
2 property where a contaminant in excess of the concentrations that satisfy the cleanup criteria for
3 unrestricted residential use has been released, deposited, stored, disposed of, or otherwise has come
4 to be located.

5 *Final decision and order* means a final decision by an administrative hearings officer that
6 a blight violation does or does not exist and constitutes a judgment for purposes of judicial review
7 which may be enforced in the same manner as a judgment entered by a court of competent
8 jurisdiction.

9 *Friction surface* means an interior or exterior surface that is subject to abrasion or friction,
10 including, but not limited to, certain window, floor, and stair surfaces.

11 **Sec. 8-15-6. Definitions: G—K.**

12 For purposes of this article, the following words and phrases shall have the meanings
13 respectively ascribed to them by this section:

14 *Garbage* means, as defined by Section 11503 of the Michigan Natural Resources and
15 Environmental Act, being MCL 324.11503, rejected food wastes including waste accumulation of
16 animal, fruit, or vegetable matter used or intended for food or that attends the preparation, use,
17 cooking, dealing in, or storing of meat, fish, fowl, fruit, or vegetable matter.

18 *Geotechnical report* means a report used to define and evaluate the existing geotechnical
19 condition of the property including the stability and suitability for its current or proposed use,
20 conducted by a licensed professional engineer or licensed professional geologist with relevant
21 experience and expertise.

22 *Good repair* means to be properly installed, safe, stable, and maintained sufficiently free
23 of defects or deterioration so as to be functional for current use.

1 *Graffiti* means any drawing, lettering, illustration, inscription, design, or other marking that
2 is etched, painted, sprayed, drawn, or otherwise caused to be displayed on the exterior of any
3 building, premises or structure, but does not mean an art mural or sign as defined in Section 4-1-1
4 of this Code, building identification under Section 8-15-202 of this Code, any sign permitted by
5 the Chapter 50 of this Code, Zoning, or any decoration that is part of the architectural design of
6 the building entrance.

7 *Guard* means a building component, or a system of building components, located at or near
8 the open sides of elevated walking surfaces that minimize the possibility of a fall from the walking
9 surface to a lower level.

10 *Habitable space* means space in a structure for living, eating, cooking or sleeping, but does
11 not mean bathrooms, closets, halls, storage or utility spaces, toilet rooms, or similar areas.

12 *Hazard reduction* means measures designed to reduce or eliminate human exposure to lead-
13 based paint hazards through methods, including interim controls or abatement or a combination of
14 the two, or work to remedy any deteriorated paint violation, dust-lead violation, or bare soil
15 violation.

16 *Hazardous condition* means a condition which may result in the death, injury, or illness of
17 a person or in severe damage to a building, premises, or structure.

18 *Hazardous substance* means one or more of the following:

- 19 (1) As likewise defined in the Comprehensive Environmental Response,
20 Compensation, and Liability Act (CERCLA), being 42 U.S.C. § 9601 *et seq.*; and
21 (2) As likewise defined in Section 2-6-1 of this Code, any chemical or other material
22 defined as a hazardous substance under Part 201 of the Michigan Natural Resources

1 and Environmental Protection Act, being MCL 324.20101 *et seq.*, and any rules
2 promulgated thereunder.

3 High-risk geographic areas means geographic areas such as ZIP codes, Census Tracts, or
4 other geographic units of measurement identified by the Detroit Health Department as exhibiting
5 disproportionately high rates of elevated blood lead levels among children or disproportionate risk
6 of lead poisoning to children.

7 *Homeless* means an individual who, or family which, lacks a fixed, regular and adequate
8 nighttime residence, or whose primary nighttime residence is:

9 (1) A supervised publicly or privately operated shelter designed to provide temporary
10 living accommodations; or

11 (2) A public or private place not designed for, or ordinarily used as, a regular sleeping
12 accommodation for human beings.

13 *Hotel* means any building containing guest rooms, which are intended or designed to be
14 used, rented, or hired out by transient persons or by a transient family.

15 *Household units* means the individual residences of the residents of the City.

16 Housing provider means any entity that owns, master leases, manages, or rents rental
17 housing in the City, including any agent such as a property management company.

18 ~~HUD Visual Assessment Certification means the Lead Based Paint Visual Assessment~~
19 ~~Certification as provided by the United States Department of Housing and Urban Development.~~

20 *Imminent danger* means a condition which could cause serious or life-threatening injury,
21 or death, to persons at any time due to the maintenance, or lack of maintenance, of a building,
22 premises, or structure.

1 *Impact surface* means an interior or exterior surface that is subject to damage by repeated
2 sudden force, such as certain parts of door frames.

3 *Impacted resident* means any resident in the affected area whose water supply may be
4 compromised.

5 *Infestation* means the presence of insects, rats, vermin or other pests within, or contiguous
6 to, a building, premises, or structure.

7 *Interim controls* means a set of measures designed to temporarily reduce human exposure
8 or likely exposure to lead-based paint hazards, including, but not limited to, specialized cleaning,
9 repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint
10 hazards or potential hazards, and the establishment and operation of management and resident
11 education programs.

12 **Sec. 8-15-7. Definitions: L—O.**

13 For purposes of this article, the following words and phrases shall have the meanings
14 respectively ascribed to them by this section:

15 *Labeled* means appliances, devices, equipment, or materials to which has been affixed a
16 label, seal, symbol or other identifying mark of a nationally recognized testing laboratory,
17 inspection agency or other organization that is concerned with product evaluation and maintains
18 periodic inspection of the production of the above-labeled items and by whose label the
19 manufacturer attests to compliance with applicable nationally recognized standards.

20 *Large movable or stationary containers* means receptacles which are two cubic yards, three
21 cubic yards, six cubic yards or larger in capacity and are mechanically emptied.

22 *Lead-based paint* means paint or other surface coatings that contain lead equal to or in
23 excess of 1.0 milligrams per square centimeter or more than 0.5 percent by weight.

1 *Lead-based paint hazard* means any of the following conditions:

2 ~~(1) Any lead-based paint on a friction surface, or on an impact surface, such as~~
3 ~~windows or doors, unless they are replacement items that were manufactured after~~
4 ~~1978, or unless a lead inspection is performed by a certified lead inspector or risk~~
5 ~~assessor to verify that the surfaces do not contain lead-based paint; or~~

6 (1) Any lead-based paint on a friction surface, ~~or on an impact surface,~~ that is subject
7 to abrasion, such as windows or doors, and where the lead dust levels on the nearest
8 horizontal surface underneath the friction surface are equal to or greater than the
9 ~~dust lead hazard levels identified in rules promulgated under the Michigan Lead~~
10 ~~Abatement Act, being MCL 333.5451 et seq.~~ following levels:

11 a. For floors: 10ug/ft²; or

12 b. For interior windowsills: 100 ug/ft ; or

13 (2) Any damaged or otherwise deteriorated lead-based paint on an impact surface that
14 is caused by impact from a related building component; or

15 (3) An interior or exterior surface painted with lead-based paint that a young child can
16 mouth or chew and includes an ~~"accessible surface" as defined in Section 4851b(2)~~
17 ~~of the Residential Lead-Based Paint Hazard Reduction Act, being 42 USC 4851 et~~
18 ~~seq., provided, that hard metal substrates and other materials, which cannot be~~
19 ~~dentured by the bite of a young child, are not considered chewable~~ evidence of teeth
20 marks; or

21 (4) Any other deteriorated lead-based paint in or on any residential building or child-
22 occupied facility; or

1 (5) Surface dust in a residential dwelling or child-occupied facility that contains lead
2 in a mass-per-area concentration equal to or exceeding the ~~levels established by~~
3 ~~rules promulgated under the Michigan Lead Abatement Act, being MCL 333.5451~~
4 ~~et seq.~~ following levels:

5 a. For floors: 10ug/ft²; or

6 b. For interior windowsills: 100 ug/ft ; or

7 (6) Bare soil on residential rental property that contains lead equal to or exceeding the
8 following: levels established by rules promulgated under the Michigan Lead
9 Abatement Act, being MCL 333.5451 et seq.; or

10 a. For a play area: 400 parts per million; or

11 b. For a non-play area in a residential yard: an average of 1,200 parts per
12 million.

13 ~~(7) A porch that is found to contain more than 40 ug/ft². per square foot of leaded dust.~~

14 *Lead clearance means:*

15 (1) A residential dwelling that has undergone interim controls or abatement to reduce
16 or control lead-based paint hazards, and the owner has received a postremedy
17 clearance report from a certified clearance technician or, for interim controls only,
18 a certified inspector or risk assessor; or

19 (2) The owner of a residential rental property has received report from a certified lead
20 inspector or risk assessor that lead paint exists on the rental property, but there are
21 no lead-based paint hazards on the rental property; or

22 (3) The owner of a residential rental property has received a report from a certified lead
23 inspector or risk assessor that lead-based paint does not exist on the rental property.

1 *Lead inspection* means a surface-by surface investigation to determine the presence of lead
2 paint and the provision of a report explaining the results of the investigation.

3 *Let* means to permit, provide or offer possession or occupancy of a dwelling, dwelling unit,
4 rooming unit, building, premises, or structure by a person who is or is not the legal owner of record
5 thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or
6 unrecorded agreement of contract for the sale of land.

7 *Litter* means, as defined by Section 8901 of the Michigan Natural Resources and
8 Environmental Protection Act, being MCL 324.8901, all rubbish, refuse, waste material, garbage,
9 offal, paper, glass, cans, bottles, trash, debris, or other foreign substances.

10 *Loft* means a dwelling unit in a building originally constructed for other than residential
11 use containing one or more rooms or enclosed floor spaces arranged for living, eating, sleeping,
12 and/or a home occupation, which contains bathroom and kitchen facilities, subject to the conditions
13 specified in Chapter 50 of the 2019 Detroit City Code, *Zoning*.

14 *Motel* means a building, or a group of buildings, on a single zoning lot, that contains
15 rooming or dwelling units which may or may not be independently accessible from the outside,
16 designed for or primarily occupied by transients and may include any such building or building
17 group that is designated as a hotel, motor lodge, motor inn, or any other name intended for
18 identification as providing lodging for compensation, and that is with or without a general kitchen
19 and public dining room for use by the occupants.

20 *Motor vehicle* means any vehicle that is self-propelled and used for transportation of
21 persons or goods.

22 *Multiple dwelling* means any building containing three or more rooming or dwelling units.

1 *Multiple-use building* means any building containing two or more areas or spaces of
2 different occupancies.

3 *Noxious weeds* means plants such as Canada thistle (*Cirsium arvense*), dodders (any
4 species of *Cuscuta*), mustards (charlock, black mustard and Indian mustard, species of *Brassica* or
5 *Sinapis*), wild carrot (*Daucus carota*), bindweed (*Convolvulus arvensis*), perennial sowthistle
6 (*Sonchus arvensis*), hoary alyssum (*Berteroa incana*), giant hogweed (*Heracleum*
7 *mantegazzianum*), ragweed (*Ambrosia elatior* L.) and poison ivy (*Rhus toxicodendron*), poison
8 sumac (*toxicodendron vernix*), or other plant which, in the opinion of the Public Health Director,
9 is regarded as a common nuisance.

10 *Nursing home* means a facility which provides organized nursing care and medical
11 treatment to seven or more unrelated individuals suffering or recovering from illness, injury or
12 infirmity, and which is not a unit in a correctional facility that is operated by the Michigan
13 Department of Health and Human Services.

14 *Occupancy* means the purpose for which a building or structure is utilized or occupied.

15 *Occupant* means any individual living or sleeping in a building or structure, or having
16 possession of a space within a building or structure.

17 *Openable area* means that part of a window, skylight, or door which is available for
18 unobstructed ventilation and which opens directly to the outdoors.

19 *Operations with heavy equipment utilization* means operations that utilize heavy
20 construction or earth-moving equipment or that includes docks or wharves, waterway
21 shipping/freighters.

22 *Operator* means any person who is in charge, or has the care or control of a building,
23 premises or structure, which is let, offered or rented for occupancy.

1 *Owner* means any person, agent, operator, firm or corporation having a legal or equitable
2 interest in the building, premises or structure, or is recorded in the official records of the state, the
3 County, or the City as holding title to the building, premises or structure, or otherwise has the legal
4 responsibility for the control and maintenance of the building, premises or structure, including the
5 conservator or guardian of the estate of any such person, the executor or administrator of the estate
6 of such person where ordered to take possession of a building, premises, or structure by a court,
7 or is the taxpayer of record.

8 **Sec. 8-15-8. Definitions: P—R.**

9 For purposes of this article, the following words and phrases shall have the meanings
10 respectively ascribed to them by this section:

11 *Permanent* means an expected design life of at least 20 years.

12 *Person* means an individual, partnership, firm, company, corporation, association, sole
13 proprietorship, limited liability company, joint venture, estate, trust, or any other legal entity.

14 *Portable containers* means receptacles which are not more than 30 gallons in capacity and
15 are manually emptied.

16 *Post-remedy clearance report* means a report from a certified clearance technician, for
17 interim controls only, or a certified lead inspector or certified risk assessor that:

18 (1) Identifies ~~the~~ any deteriorated paint violation, dust-lead violation, or bare soil
19 violation or lead-based paint hazards in the rental property; and

20 (2) Certifies that the deteriorated paint violation(s), dust-lead violation(s), or bare soil
21 violation(s) or lead-based paint hazards have been abated or reduced by interim
22 controls pursuant to standards under the Michigan Lead Abatement Act, being MCL
23 333.5451 *et seq.*

1 *Premises* means a lot, plot or parcel of land, including any buildings or structures thereon.

2 *Property* means real property, including attachments and fixtures.

3 *Public Health Director* means the Director and Health Officer of the Detroit Health
4 Department.

5 *Rat control* means the distribution of rat poison or the setting of rat traps or fumigation or
6 such other methods of rat eradication as may be approved by the Public Health Director.

7 *Rat harborage* means any condition under which rats may find shelter or protection.

8 *Ratproof or ratproofing* means a form of construction which will prevent the ingress or
9 egress of rats to or from a given space or buildings, or will prevent rats from gaining access to
10 food, water or harborage and consists of closing and keeping closed by the use of material
11 impervious to rat gnawing of every opening in foundations, basements, cellars, exterior and
12 interior walls, ground or first floors, roofs, sidewalk gratings, sidewalk openings and other places
13 that may be reached and entered by rats by climbing, burrowing or other methods.

14 *Reduction or reduce* means measures designed to reduce or eliminate human exposure to
15 lead-based paint hazards through methods, including, but not limited to, interim controls and
16 abatement.

17 *Release* means any spilling, leaking, pumping, pouring, emitting, emptying, discharging,
18 injecting, escaping, leaching, dumping, or disposing of a contaminant into the environment.

19 *Rental property* means a non-owner occupied dwelling unit or dwelling units that:

- 20 (1) Is or are let or occupied by persons, including a family member of the owner,
21 pursuant to an oral or written rental contract, or lease, or other oral or written
22 agreement or understanding for occupation, with ~~or without~~ monetary
23 compensation; or

- 1 (2) Will be offered for occupancy under an oral or written rental contract or lease, or
2 other oral or written agreement or understanding for occupation, with or without
3 monetary compensation to any person; or
- 4 (3) Is or are contained within a building with two or more dwelling units that are not
5 occupied by the owner; or
- 6 (4) ~~Has or have been~~ Is advertised to the public or ~~previously~~ registered with the City
7 as rental property.

8 *Repeat offense* means a second, or any subsequent, blight violation determination regarding
9 a blight violation notice that is made within one year for the same blight violation, except for a
10 determination by an administrative hearings officer that a person is not responsible for a blight
11 violation for the first or subsequent violation.

12 *Residential structure* means the household units of the residents of the City.

13 *Response activity* means, as likewise defined in Section 20101(1) of NREPA, being MCL
14 324.20101(1) evaluation, interim response activity, remedial action demolition, providing an
15 alternative water supply, or the taking of other actions necessary to protect the public health, safety
16 or welfare, or the environment or the natural resources, and includes health assessments or health
17 effect studies carried out under the supervision or with the approval of the Department of
18 Community Health and enforcement actions related to any response activity.

19 *Retaliatory action* means any action that materially alters the terms of the tenancy of the
20 premises such as an increase in rent, termination of a lease or tenancy, or interference with the
21 tenants' occupancy or use of the premises. Any action that materially alters the terms of the tenancy
22 that takes place within 90 days of a tenant taking an action or attempting to take an action protected
23 by Subsection 8-15-87(a)(2) of this Code is presumed to be a retaliatory action for the purposes of

1 Section 8-15-11, unless the owner can establish by a preponderance of the evidence that the action
2 was not taken to retaliate against the tenant.

3 *Risk assessment* means both of the following:

- 4 (1) An on-site investigation conducted by a certified risk assessor to determine the
5 existence, nature, severity, and location of a lead-based paint hazard; and
6 (2) The provision of a report by the person conducting the risk assessment explaining
7 the results of the investigation and options for reducing the lead-based paint hazard.

8 *Rooming house* means a building arranged or occupied for lodging, with or without meals,
9 for compensation and not occupied as a one- or two-family dwelling.

10 *Rooming unit* means any room, or group of rooms, that form a single habitable unit
11 occupied, or intended to be occupied, for sleeping or living, but not for cooking purposes.

12 *Rubbish* means, as defined by Section 11505 of the Michigan Natural Resources and
13 Environmental Act, being MCL 324.11505, non-putrescible solid waste, excluding ashes,
14 consisting of both combustible and noncombustible waste, including paper, cardboard, metal
15 containers, yard clippings, wood, glass, bedding, crockery, demolished building materials, or litter
16 of any kind that may be a detriment to the public health and safety.

17 **Sec. 8-15-9. Definitions: S—Z.**

18 For purposes of this article, the following words and phrases shall have the meanings
19 respectively ascribed to them by this section:

20 *Sanitary condition* means a clean condition which guards against disease, illness or
21 infection, or the growth of harmful bacteria.

22 *Seawall report* means a report prepared by a licensed professional civil engineer with
23 relevant experience and expertise, to provide data on the structural integrity of the seawall above

1 and below the water. The underwater portion of the assessment may be completed by camera,
2 drone, diver, or other methods determined appropriate by a licensed professional civil engineer.

3 *Secured by other than normal* means a building secured in a manner other than one used in
4 the construction, design, or approved plans for the building, or other than as required by Section
5 8-15-113 of this Code.

6 *Shelter* means either an emergency shelter or a shelter for victims of domestic violence.

7 *Shelter for victims of domestic violence* means a residential facility which provides
8 temporary accommodation and support to victims of domestic violence either with or without their
9 minor children, and which is operated by a non-profit, charitable, or a religious agency that meets
10 the precontract standards of the Michigan Domestic Violence Prevention and Treatment Board,
11 but does not include an adult foster care facility, a community residential home, or a substance
12 abuse service facility.

13 *Solid waste* means any material defined as a solid waste within the meaning of Section
14 11506 of the Natural Resources and Environmental Protection Act, being MCL 324.11506, and
15 includes debris, garbage, litter, and rubbish, as defined by this section.

16 *Structure* means that which is built or constructed.

17 *Substance abuse service facility* means an establishment which is used on an outpatient
18 basis for the dispensing of compounds or prescription medicines directly to persons that have drug
19 or alcohol abuse problems, but excludes a generally recognized pharmacy or licensed hospital that
20 dispenses prescription medicines.

21 *Substantial number of limited Englishspeaking persons* means persons who are members
22 of a population that constitutes at least five percent or 10,000 residents who speak a shared
23 language other than English, as those languages are determined based on a variety of relevant

1 sources, including, but not limited to, United States Census data, intake data collected by City
2 departments, and data on telephonic language translation service requests or usage.

3 *Temporary Certificate of Compliance* means a certificate issued by the Buildings, Safety
4 Engineering, and Environmental Department stating that a building, premises, or structure, or a
5 portion thereof, has been found to be safe for its intended purpose and use, is in substantial
6 compliance with this article, and provides for an expiration date of less than six months from the
7 date of issuance that is conditionally extendable in writing by the Building Official.

8 *Temporary emergency shelter* means a building which is opened on an urgent basis to
9 provide shelter for the homeless from the elements for not more than four weeks in any calendar
10 year, including those operated in concert by churches and other religious organizations that permit
11 the homeless to utilize their facilities as a place of lodging on a weekly rotating basis.

12 *Tenant* means a person, corporation, partnership or group, whether or not the legal owner
13 of record, who or which occupies a building or structure.

14 *Threat of release* means any circumstance that may reasonably be anticipated by
15 determination of a City department inspector to cause a release.

16 *Toilet room* means a room containing a water closet or urinal, but not a bathtub or shower.

17 *Townhouse* means a single-family dwelling unit constructed in a group of three or more
18 attached units in which each unit extends from foundation to roof and with no side yards except
19 end units which have one side yard.

20 *Vacant building* means a building or structure that is unoccupied for more than 30 days, is
21 unsecured, is secured by other than normal means, as defined in this section, is illegally occupied,
22 or poses an imminent danger to the health and safety of surrounding residents and properties or to
23 the general public by being unsafe as determined by an authorized local official, including, but not

1 limited to, the existence of a fire hazard, a collapsed or dilapidated portion, the loss of a utility, or
2 an unsanitary condition.

3 *Ventilation* means the natural or mechanical process of supplying conditioned or
4 unconditioned air to, or removing such air from, any space.

5 *Vermin* means small animals, such as mice, and insects, such as bedbugs and lice, that tend
6 to occur in great numbers, are difficult to control, and are offensive as well as injurious.

7 *Violation* means any condition that is a violation of this article, or any act that is prohibited
8 or made or declared to be a blight violation by any section of this article, and any omission or
9 failure to act where the act is required by any section of this article.

10 *Violator* means a person who is responsible for a blight violation.

11 *Visual assessment* means a visual examination conducted according to the U.S. Department
12 of Housing and Urban Development Visual Assessment Guidelines for, as applicable:

13 (1) Deteriorated paint;

14 (2) Visible surface dust, debris and residue; or

15 (3) Bare soil within the dripline of a rental property.

16 Visual assessment also means the provision of a report explaining the results of such an
17 examination.

18 *Warming center* means a facility which is not designed for lodging and is operated for the
19 purpose of sheltering the transient homeless from the elements for brief intervals during any 24-
20 hour period.

21 *Waterbody* means any surface water of the state, as likewise defined in the Michigan
22 Administrative Code R 323.1044(u), and includes:

23 (1) The Great Lakes and their connecting waters;

- 1 (2) All inland lakes;
- 2 (3) Rivers;
- 3 (4) Streams;
- 4 (5) Impoundments;
- 5 (6) Open drains;
- 6 (7) Wetlands; and
- 7 (8) Other surface bodies of water within the confines of the state. Drainage ways and
- 8 ponds used solely for wastewater conveyance, treatment, or control are expressly
- 9 excluded from this definition.

10 *Waterbody barrier* means humanplaced material including but not limited to dikes,
11 seawalls, riprap, and other shoreline embankments used to armor shorelines, streambeds, bridge
12 abutments, pilings, and other shoreline structures against scour, water, and wave or ice erosion.

13 *Waterbody property* means any real property that abuts any portion of a Waterbody. set
14 forth by the State of Michigan or its subsidiaries or agencies.

15 *Workmanlike* means constructed or repaired in a skilled professional manner, for example,
16 work that is generally plumb, level, square, in line, undamaged and without marring adjacent work
17 and generally in compliance with any applicable requirements of the Michigan Construction Codes
18 enacted pursuant to Section 4 of the Stille-DeRossett-Hale Single State Construction Code Act,
19 being MCL 125.1504.

20 *Yard* means an unobstructed open space on the same lot with a building or structure.

21 **Sec. 8-15-11. Civil fines for violations of article.**

22 (a) The following schedule of civil fines shall be assessed and paid at the Department
23 of Appeals and Hearings for the specified violation of this article:

	First Offense	Second Repeat Offense	Third and Subsequent Repeat Offense
I. Failure to meet a requirement of this article, except as otherwise specified in this section:			
One- or two-family dwelling	\$50.00	\$100.00	\$200.00
All other structures, except buildings with five or more stories	\$100.00	\$200.00	\$500.00
Buildings with five or more stories	\$200.00	\$500.00	\$1,000.00
All other structures, except buildings with five or more stories	\$100.00	\$200.00	\$500.00
Collection boxes	\$200.00	\$500.00	\$1,000.00
II. Failure to comply with an emergency or imminent danger order concerning an emergency condition, an imminent danger, an unsafe or unsanitary condition, or unlawful occupancy.			
One- or two-family dwelling	\$500.00	\$1,000.00	\$1,500.00
All other structures, except buildings with five or more stories	\$1,000.00	\$1,500.00	\$2,000.00
Buildings with five or more stories	\$1,500.00	\$3,000.00	\$5,000.00
Collection boxes	\$1,500.00	\$3,000.00	\$5,000.00
III. Failure of the owner to obtain a Certificate of Compliance in violation of Section 8-15-35 or 8-15-82(a) of this Code.	\$250.00 \$400.00	\$500.00 \$650.00	\$1,000.00 \$1,150.00
IV. Failure of the owner to obtain a Certificate of Registration for Vacant Property in violation of Section 8-15-45 of this Code.	\$250.00 \$400.00	\$375.00 \$525.00	\$500.00 \$650.00
V. Failure of the owner to obtain a Certificate of Registration of Rental Property in violation of Section 8-15-81 of this Code.	\$250.00 \$400.00	\$350.00 \$500.00	\$500.00 \$650.00
VI. Failure to obtain a Lead Clearance <u>comply with lead safety requirements</u> for Rental Property in violation of Section 8-15-82(d) of this Code <u>or use of retaliatory action in violation of Section 8-15-88 of this Code.</u>			
One- or two-family dwelling	\$500.00 \$650.00	\$1,000.00 \$1,150.00	\$2,000.00 \$2,150.00

All other structures, except buildings with five or more stories	\$1,000.00	\$2,000.00	\$4,000.00
Buildings with five or more stories	\$2,000.00	\$4,000.00	\$8,000.00
VII. Failure to obtain a Lead Clearance <u>comply with lead safety requirements</u> for Rental Property in violation of Section 8-15-82(d) of this Code, and tenant under six years of age with elevated blood level as determined by the Detroit Health Department or Michigan Department of Health and Human Services.			
One- or two-family dwelling	\$2,500.00	\$3,500.00	\$4,500.00
All other structures, except buildings with five or more stories	\$3,500.00	\$4,500.00	\$5,500.00
Buildings with five or more stories	\$4,500.00	\$7,500.00	\$10,000.00
VIII. Failure to remove snow or ice in violation of Section 8-15-103 of this Code.			
One- or two-family dwelling	\$50.00	\$125.00	\$250.00
All other buildings, premises, or structures with five or more stories	\$100.00	\$250.00	\$500.00
IX. Weeds or plant growth in violation of Section 8-15-104 of this Code.	\$50.00	\$125.00	\$250.00
X. Rodent harborage in violation of Section 8-15-105 of this Code.	\$100.00	\$250.00	\$500.00
XI. Failure to remove inoperable or unlicensed motor vehicle from premises in violation of Section 8-15-110 of this Code.	\$100.00	\$250.00	\$500.00
XII. Failure to maintain a vacant building or structure in accordance with the requirements of Section 8-15-113 of this Code			
One- or two-family dwelling	\$500.00	\$750.00	\$1,000.00
All other structures, except buildings with five or more stories	\$750.00	\$1,250.00	\$1,500.00
Buildings with five or more stories	\$1,000.00	\$2,000.00	\$3,000.00
XIII. Failure to maintain a collection box or related premises in accordance with the requirements of Section 8-15-521 of this Code.	\$1,000.00	\$2,000.00	\$3,000.00

XIV. Failure to obtain a Certificate of Collection Box Maintenance in violation of Section 8-15-531 of this Code.	\$250.00	\$500.00	\$1,000.00
XV. Failure of the owner to obtain a Certificate of Registration of Waterbody Barrier in violation of Section 8-15-552 of this Code.	\$250.00	\$500.00	\$1,000.00

1

2 (b) In the case of a firm or a partnership, the civil fine may be imposed upon the
3 partnership or members thereof and, in the case of a corporation, the civil fine may be imposed
4 upon the officers thereof.

5 (c) The imposition of a civil fine, or the payment of the same, under this section shall
6 not be construed as excusing or permitting the continuance of any violation of this article.

7 (d) A civil fine that is paid before the administrative hearing date shall be reduced by
8 ten percent.

9 (e) A civil fine that is paid after the administrative hearing date shall be increased by
10 ten percent.

11 (f) A civil fine that is paid on the administrative hearing date neither shall be reduced
12 nor shall be increased.

13 (g) Pursuant to Section 4q(13) of the Michigan Home Rule City Act, being MCL
14 117.4q(13), and Section 3-2-52(a)(6) of the 2019 Detroit City Code, Blight Administrative
15 Hearings Bureau hearings officers shall impose a justice system assessment fee for each blight
16 violation determination.

17 (h) Pursuant to Section 3-2-55(b) of the 2019 Detroit City Code, each blight violation
18 notice shall be subject to an administrative processing and adjudication fee established by the
19 Director of the Department of Appeals and Hearings and approved by the City Council.

1 (i) Pursuant to Section 4q(3) of the Michigan Home Rules City Act, being MCL
2 117.4q(3), and Section 3-2-52(4) of the 2019 Detroit City Code, a hearings officer at the Blight
3 Administrative Hearings Bureau may waive a fine for a blight violation at an owner-occupied
4 dwelling, or for an owner who is verified as "low income," provided, that such owner is a first-
5 time violator of the Code and the violator has corrected the circumstances of the violation. For
6 purposes of this subsection, an owner shall qualify as "low income:"

7 (1) Where the owner establishes that his or her household income is at or below 50
8 percent of the median household income for the City of Detroit as determined by
9 the most recent United States Census;

10 (2) Where the owner has been granted eligibility for the Detroit Homeowners Property
11 Exemption; or

12 (3) Where the owner meets criteria that the Director of the Buildings, Safety
13 Engineering, and Environmental Department may promulgate, in his or her
14 discretion, in accordance with Section 2-111 of the Charter.

15 (j) Provided the property owner or agent has remedied the violation for which a civil
16 fine has been issued, a hearings officer at the Department of Appeals and Hearings may reduce by
17 up to 50 percent the amount of such civil fine for:

18 (1) Failure of the owner to obtain a Certificate of Compliance in violation of Section
19 8-15-35 or Subsection 8-15-82(a) of this Code;

20 (2) Failure of the owner to obtain a Certificate of Registration of Rental Property in
21 violation of Section 8-15-81 of this Code; or

22 (3) Failure to comply with lead safety requirements for Rental Property in violation of
23 Section 8-15-82(d) of this Code.

1 (k) If an owner or responsible party does not pay a civil fine or costs assessed pursuant
2 to Subsection (a) of this section, the City may file a lien against the property for any unpaid amount
3 in the manner described in Sections 4r(1) and 4r(2) of the Michigan Home Rule City Act, being
4 MCL 117r(1) and (2). Nothing in this section shall be interpreted to limit any option otherwise
5 available to the City under law to enforce a judgment or collect a civil fine.

6 (l) Pursuant to 4r(3) of the Michigan Home Rule City Act, being MCL 117.4r(3), a
7 lien recorded in accordance with Subsection (k) of this section may be enforced in the same manner
8 as are liens for delinquent taxes under the General Property Tax Act, MCL 211.1 to 211.155.
9 Provided, however, a lien recorded against a property that is eligible to be exempt as a principal
10 residence under Section 7cc of the General Property Tax Act, being MCL 211.7cc, is not subject
11 to forfeiture, foreclosure, and sale under Sections 78 to 79a of the General Property Tax Act, being
12 MCL 211.78 to 211.79a, for nonpayment of a civil fine or costs unless the property is also subject
13 to forfeiture, foreclosure, and sale under sections 78 to 79a of the General Property Tax Act, being
14 MCL 211.78 to 211.79a, for delinquent property taxes. Nothing in this section shall be interpreted
15 to limit the City's ability to waive or reduce all or a portion of the unpaid amounts associated with
16 a lien for civil fines recorded in the manner prescribed in this section upon a determination by the
17 Buildings, Safety Engineering, and Environmental Department that the owner or responsible party
18 has corrected all underlying violations associated with the civil fine at the owner or responsible
19 party's own expense.

20 **DIVISION 2. ADMINISTRATION AND ENFORCEMENT**

21 **Sec. 8-15-33. Fees.**

22 (a) In accordance with Section 9-507 of the Charter, the Director of the Buildings,
23 Safety Engineering, and Environmental Department is authorized to establish necessary fees with

1 the approval of the City Council, through adoption of a resolution, for the cost of registration,
2 certificates, inspections, re-inspections, and other fees that are required by to administer the
3 provisions of this article. The fees that are authorized by this subsection shall cover the costs that
4 are incurred by the Buildings, Safety Engineering, and Environmental Department when rendering
5 such services in the administration and enforcement of this article.

6 (b) After adoption of a resolution by the City Council and approval of the resolution
7 by the Mayor, the fees provided for in Subsection (a) of this section shall be:

8 (1) Published in a daily newspaper of general circulation and in the Journal of the City
9 Council;

10 (2) Made available at the Buildings, Safety Engineering, and Environmental
11 Department and at the Office of the City Clerk; and

12 (3) Reviewed by the Director of the Buildings, Safety Engineering, and Environmental
13 Department at least once every two years.

14 (c) The fees that are prescribed by this section shall be paid to the Buildings, Safety
15 Engineering, and Environmental Department.

16 (d) When any fees adopted in accordance with this section and charged to a property
17 owner or its agent remain unpaid after 30 days, the City may file a lien against the property that
18 may be enforced in the same manner as are liens for delinquent taxes under the General Property
19 Tax Act, MCL 211.1 to 211.155 provided, however, the limitations on enforcement in this manner
20 against certain owners or responsible parties in Section 8-15-11(k) are applicable.

1 **Sec. 8-15-35. Certificate of Compliance required; violation for failure to obtain; temporary**
2 **certificate and modifications.**

3 (a) The following buildings and structures shall be required to have a Certificate of
4 Compliance issued by the Buildings, Safety Engineering, and Environmental Department:

5 (1) All buildings and structures required to be inspected pursuant to Section 8-15-34(d)
6 of the City Code, excluding collection boxes, which, instead, require a Certificate
7 of Collection Box Maintenance; and

8 (2) One- and two-family dwellings, or any part of a residential structure, which are
9 occupied by persons pursuant to an oral or written rental contract or lease agreement
10 for monetary compensation. This requirement shall not include one-family
11 dwellings which are occupied by the owner of the structure and the owner's
12 immediate family and those portions of a two-family dwelling which are occupied
13 by the owner and the owner's immediate family.

14 (b) As required by this article, a Certificate of Compliance for a building or structure
15 shall be issued, upon inspection, by the Buildings, Safety Engineering, and Environmental
16 Department, correction of any violations, and a determination by the Buildings, Safety
17 Engineering, and Environmental Department that the building or structure is in compliance with
18 this article, including, but not limited to, the standards in Section 8-15-36(a) of the City Code.

19 (c) The Certificate of Compliance, which is issued by the Buildings, Safety
20 Engineering, and Environmental Department pursuant to this article, shall be posted in a
21 conspicuous place within the building or structure and be readily available for inspection with the
22 exception of Certificates of Compliance issued for one and two-family rental dwellings.
23 Certificates of Compliance for one- and two-family rental dwellings shall be maintained by the

1 owner and made available upon request by the Building Official or the Public Health Director, or
2 their authorized local officials or designees, or by any current or prospective tenant.

3 (d) Subject to Section 8-15-81 of this Code, it shall be unlawful to occupy or use a
4 building, premises, or structure required to have a Certificate of Compliance under this article, or
5 cause same to be occupied, without the required Certificate of Compliance for the building,
6 premises, or structure. Upon the issuance of either a blight violation notice or a determination by
7 a court of competent jurisdiction that a violation of this article exists with respect to the building,
8 premises, or structure, and a finding that the building, premises, or structure is unsatisfactory for
9 human habitation, the Building Official or Public Health Director may order such building,
10 premises, or structures vacated.

11 (e) Whenever there are practical difficulties involved in carrying out the provisions of
12 this article, the Building Official shall have the authority to issue a Temporary Certificate of
13 Compliance or grant modifications for individual cases, provided, that the Building Official shall
14 first find a specific reason that:

- 15 (1) Would make the strict letter of this article impractical;
16 (2) The modification from the requirement is in compliance with the intent and purpose
17 of this article; or
18 (3) Such modification does not lessen any health and safety requirements of any
19 provision of state law, of this article, or of the 2019 Detroit City Code as determined
20 by the appropriate City official.

21 (f) The details of any action granting a modification from this article shall be recorded,
22 entered, and maintained in the records of the Buildings, Safety Engineering, and Environmental
23 Department.

1 **Sec. 8-15-36. Suspension or denial of Certificate of Compliance; revocation.**

2 (a) The Building Official may suspend or deny a Certificate of Compliance or a
3 Temporary Certificate of Compliance for a property where the owner either fails to comply with
4 one or more blight violation notices or any other type of violation notice lawfully issued by the
5 Building Official or the Buildings, Safety Engineering, and Environmental Department describing
6 a violation of this article on that property, or owes property taxes on that property that have been
7 delinquent for one year or more. For purposes of this subsection, taxes on a property shall not be
8 considered delinquent where the owner has a valid tax repayment plan for that property with the
9 Wayne County Treasurer, has made all scheduled payments in accordance with that plan, and
10 provides the Buildings Safety Engineering, and Environmental Department with documentation
11 establishing that the owner has made all scheduled payments in accordance with the plan. The
12 suspension or denial of a Certificate of Compliance shall be by written notice to the owner of the
13 building, premises or structure, or his or her legal representative, and contain the specific reason(s)
14 for the suspension or denial. In addition, a Certificate of Compliance may be denied by the
15 Building Official where an owner fails to respond within 60 days after written notice of a required
16 inspection under Section 8-15-34(d) of this code.

17 (b) An owner aggrieved by the suspension or denial of a Certificate of Compliance
18 shall be entitled to a hearing before a hearing officer designated by the Director of Department of
19 Appeals and Hearings. A request for a hearing on the suspension of a Certificate of Compliance
20 shall be in writing addressed to the Director of the Buildings, Safety Engineering, and
21 Environmental Department and must be made within seven days after the date of the notice of
22 suspension or denial of the Certificate. A hearing pursuant to a timely request shall be scheduled
23 at the earliest possible date, but not sooner than seven or later than 30 days after the receipt of the

1 request for a hearing. The Buildings, Safety Engineering, and Environmental Department shall
2 notify the owner and the appropriate City departments of the hearing at least seven days prior to
3 the hearing. The hearing may be adjourned only by agreement of the parties or, upon cause shown,
4 by order of the Director of the Buildings, Safety Engineering, and Environmental Department or
5 the hearing officer.

6 (c) At the hearing, the Buildings, Safety Engineering, and Environmental Department
7 shall present relevant evidence to show the owner's failure to comply with the requirements of this
8 article. The owner shall be given an opportunity at the hearing to present relevant evidence in
9 support of the continuation or issuance of the Certificate of Compliance. A decision based upon
10 preponderance of the evidence shall be issued in writing to the Buildings, Safety Engineering, and
11 Environmental Department and to the owner within ten days after the hearing.

12 (d) Where the owner does not request a hearing within the seven day period after
13 receiving notice of suspension or denial of the Certificate of Compliance, the suspension or denial
14 shall be deemed final seven days after the date of notice of suspension or denial of the Certificate
15 of Compliance. Where the owner requests a hearing but does not appear, the suspension or denial
16 of the Certificate of Compliance shall be deemed final and effective at the end of the business day
17 on which the hearing was scheduled. Where a hearing is conducted but the decision sustains the
18 suspension or denial of the Certificate of Compliance, the suspension or denial of the Certificate
19 of Compliance shall be deemed final and effective at the end of the business day on which the
20 decision was issued. When suspension of a Certificate of Compliance becomes final and effective,
21 the Certificate of Compliance shall be considered revoked.

22 (e) The hearing shall be conducted in accordance with the procedural administrative
23 rules that are promulgated in accordance with Section 2-111 of the Charter.

1 (f) Upon final suspension or denial of a Certificate of Compliance, as provided for in
2 Subsection (d) of this section, the Buildings, Safety Engineering, and Environmental Department
3 shall deliver, to any known tenant at the subject property, written notice that the owner's Certificate
4 of Compliance has been suspended or denied. Notice may be delivered via U.S. Mail, via electronic
5 mail, via text message, or in person. The notice shall specify that any rents due to the owner shall
6 be paid into an escrow account, in accordance with Section 8-15-82(d) of this Code, until a
7 Certificate of Compliance has been obtained by the owner.

8 **Sec. 8-15-47. Issuance of correction notice or blight violation.**

9 (a) An authorized local official shall issue either a correction notice or a blight violation
10 to the owner or operator of a premises, or any persons having interest in the property, in violation
11 of this article. The correction notice or blight violation shall be served in the manner required by
12 Section 3-2-25(2) of the 2019 Detroit City Code.

13 (b) Subject to Section 4(q) of the Michigan Home Rule City Act, being MCL 117.4(q),
14 Section 3-2-24 of the 2019 Detroit City Code and Section 8-15-45 of this Code, and Subsection
15 (c) of this section, the recipient of a correction notice shall have seven days to cure all violations
16 that are listed in a correction notice.

17 (c) The correction notice may provide a shorter period to cure conditions that create an
18 emergency or present an imminent danger to health or safety. The Buildings, Safety Engineering
19 and Environmental Department may adopt rules establishing circumstances where a cure period
20 of longer than seven days may be provided. The cure period shall be stated in the correction notice.

21 (d) An authorized local official shall issue a blight violation under the following
22 circumstances:

1 (1) Where the recipient of a correction notice fails to cure the violation within the
2 applicable cure period after service of a correction notice.

3 (2) Where the recipient of a correction notice disputes a violation identified on a
4 correction notice; and

5 (3) Where, in the authorized local official's exercise of judgment and discretion
6 pursuant to rules adopted by the Department, the violation is of such a nature as to
7 be substantially serious, chronic, or willful.

8 **Sec. 8-15-48. Curing or disputing correction notice; right of entry by City to abate public**
9 **nuisance; obstruction of City employees and agents prohibited.**

10 (a) Where the recipient of a correction notice has not cured the violations within the
11 cure period stated in the notice, or disputed the notice, in addition to powers granted in this article,
12 including Sections 8-15-40 and 8-15-42 of this Code, the City, through its authorized employees,
13 agents, or contracted parties, may enter upon the premises and abate the public nuisance by means
14 determined by the City.

15 (b) A recipient of a correction notice may dispute the notice by contacting the
16 Buildings, Safety Engineering and Environmental Department in the manner specified in the
17 correction notice, which shall be established by rule adopted by the Department. Where notice of
18 a dispute is allowed by telephone, the Department shall establish a method to verify and track
19 receipt of correction notices that are disputed via telephone.

20 (c) Where a correction notice is disputed by the recipient, the City's right of entry under
21 this section shall be suspended until a blight violation proceeding has determined that a blight
22 violation exists or a court has determined that a violation of this article or public nuisance exists.

1 (d) Where the correction notice is not disputed by the recipient within the cure period,
2 the opportunity to object to the City's entry to cure the violation and abate the public nuisance is
3 deemed waived.

4 (e) Upon a blight violation determination that the owner or operator, or any persons
5 having interest in the property, are responsible for a blight violation, the City, through its authorized
6 employees, agents, or contracted parties, may enter upon the premises and abate the public
7 nuisance by means determined by the City.

8 (f) Authorized City employees and agents, or contracted parties, shall be granted free
9 access to and from the premises, as defined in Section 8-15-8 of this Code, for the work necessary
10 to accomplish abatement of any violation of this article that is found to exist. Any person who
11 obstructs or prevents a City employee from performing such work is subject to issuance of a
12 misdemeanor under Section 31-2-2 of the 2019 Detroit City Code.

13 **Sec. 8-15-49. Costs of abatement; collection of costs for City abatement of public nuisances.**

14 The entire cost of abatement actions taken, or caused to be taken, pursuant to Section 8-
15 15-48 of this Code shall be paid by the owner. The City's costs, including administrative fees, labor
16 and materials, to secure compliance with a blight violation order or to abate a public nuisance
17 under this article may be included in a blight violation determination. In accordance with Section
18 8-15-11 and 8-15-12 of this Code, the City may use all available remedies to secure compliance
19 and payment, except where limited or prohibited by law.

1 **DIVISION 3. REQUIREMENTS FOR RENTAL PROPERTY**

2 **Subdivision A. In General**

3 **Sec. 8-15-81. Registration of rental property.**

4 (a) The owners or agents of rental property shall register all such dwellings with the
5 Buildings, Safety Engineering, and Environmental Department and obtain a Certificate of
6 Registration of Rental Property as provided for in this section. Application for the Certificate of
7 Registration of Rental Property shall be made on forms provided by the Department and shall
8 contain:

- 9 (1) The location and use of the rental property;
- 10 (2) The name, address, email address, telephone number, and, if an individual, the
11 driver's license number or state identification number of the rental property owner
12 applicant, and, if a corporation or other legal entity, the name, address, email
13 address, and telephone number of the property manager and the resident agent;
- 14 (3) Information listed in Subsection (a)(2) of this section for each partner, corporate
15 officer, or any other person having any interest in the rental property;
- 16 (4) The names, addresses, email addresses, and telephone numbers of any persons or
17 firms, other than the owner or owners, who are responsible for property
18 maintenance, or a person who is a caretaker of the rental property pursuant to
19 Section ~~8-15-86~~ 8-15-84 of this Code, and a 24-hour emergency number to contact
20 a responsible person or caretaker of the rental property; and
- 21 (5) Whether the rental property is listed on the lead safe housing registry established
22 under Section 5474b of the Michigan Lead Abatement Act, Part 54A of the
23 Michigan Health Code, being MCL 333.5474b.

1 (b) It shall be unlawful for any person to provide false information on an application
2 for a Certificate of Registration of Rental Property required by this section.

3 (c) Certificates of Registration of Rental Property, once received, shall be valid until
4 there is a change in ownership, or a change of use, of the rental property.

5 (d) The Buildings, Safety Engineering, and Environmental Department shall maintain
6 a registry of owners and rental property governed by this section. The Department may combine
7 this registry with the registry required by Section 8-15-82(e.g.) of this Code.

8 (e) The owner of a property registered pursuant to this section, or its agent, are required
9 to notify the Department of any changes to the owner's or agent's address, email address, or
10 telephone number within 30 days of such change. The Department shall update the registry or
11 registries described in Subsection (d) of this section with such changes.

12 (f) Where rental property required to be registered under this section is sold or
13 otherwise transferred to a new owner, the Certificate of Registration of Rental Property issued the
14 previous owner shall expire on the date of the sale or transfer and, within 90 days after the sale or
15 transfer of the rental property, the new owner shall apply for a Certificate of Registration in the
16 manner prescribed in this section.

17 (g) The Department may adopt and charge owners a reasonable annual fee to maintain
18 the registry and to cover the costs of administering the provisions of this division.

19 **Sec. 8-15-82. Inspection of ~~registered~~ rental property; Certificate of Compliance required;**
20 **registry of Certificates of Compliance for rental properties; violations; occupancy; length of**
21 **Certificate of Compliance.**

22 (a) In accordance with Subsection 8-15-34(d) and Section 8-15-35 of this Code, the
23 owner of any rental property or properties required to register their property pursuant to Section

1 8-15-81 of this Code must secure a Certificate of Compliance before the owner may lawfully allow
2 the property to become occupied and collect rent from an occupant.

3 (b) In order to secure a Certificate of Compliance for rental property, the Building
4 Official shall cause an inspection to be made of all rental property required to be registered to have
5 a Certificate of Registration of Rental Property pursuant to Section 8-15-81 of this Code according
6 to the schedule for registration renewal in ~~Subsection (e) of the~~ this section. Each inspection shall
7 strictly conform to ~~both Section~~ Subsection 8-15-34(b) of this Code and the requirements of this
8 section.

9 (c) The Buildings, Safety Engineering, and Environmental Department shall issue a
10 Certificate of Compliance for a rental property where the Department determines that the owner
11 or its agent(s) and the rental property, its units, accessory structures and the premises, including
12 exterior areas, comply with the standards and requirements of this article, ~~and .~~

13 (d) For purposes of rental property inspections conducted pursuant to this section, all
14 paint on the interior or exterior of any residential rental property is presumed to be lead-based and
15 any deteriorated paint in rental property is a deteriorated paint violation.

16 (e) On an annual basis, the Detroit Health Department, in consultation with the
17 Building, Safety Engineering, and Environmental Department, shall identify high-risk geographic
18 areas that exhibit disproportionately high rates of elevated blood lead levels among children or
19 disproportionate risk of lead poisoning to children. Such geographic areas may include ZIP codes,
20 Census Tracts, or other geographic units of measure. High-risk geographic areas must include, at
21 a minimum, ten percent of geographic areas in the city.

22 (f) All inspections performed pursuant to Subsection (b) of this section shall utilize the
23 following protocol:

1 (1) For rental properties located outside of high-risk geographic areas:

2 a. All inspections performed shall include a visual assessment.

3 b. When a visual assessment identifies no deteriorated paint violation or bare
4 soil violation, the inspection shall satisfy the requirements of Subsection (c)
5 of this section.

6 c. When a visual assessment identifies a deteriorated paint violation or bare
7 soil violation, the property owner shall be required to remedy such violation
8 then complete a re-inspection. To the extent permitted by state law, such re-
9 inspection shall include both a visual assessment and dust wipe samples.
10 When such re-inspection identifies no deteriorated paint violation, bare soil
11 violation, or, if dust wipe samples collected, dust-lead violation, the
12 inspection shall satisfy the requirements of Subsection (c) of this section.

13 (2) For rental properties located inside high-risk geographic areas:

14 a. All inspections performed shall include a visual assessment. To the extent
15 permitted by state law, all inspections shall also include dust wipe samples.

16 b. The inspection requirements found in Subsection (c) of this section shall be
17 satisfied when the inspection identifies no deteriorated paint violation, bare
18 soil violation, or, if dust wipe samples collected, dust-lead violation.

19 c. When the inspection identifies a violation, the property owner shall be
20 required to remedy such violation then complete a re-inspection. Such re-
21 inspection shall include a visual assessment and, to the extent permitted by
22 state law, dust wipe samples. When such re-inspection identifies no
23 deteriorated paint violation, bare soil violation, or, if dust wipe samples

1 collected, dust-lead violation, the inspection shall satisfy the requirements
2 of Subsection (c) of this section.

3 (3) Notwithstanding the foregoing, a visual assessment or dust wipe samples shall not
4 be included in a rental property inspection when the owner can demonstrate that
5 one or more of the following apply:

6 a. Original construction on the rental property was completed after January 1,
7 1978; or

8 b. All lead-based paint has been fully abated by removal or other permanent
9 elimination from a rental property in accordance with the Michigan Lead
10 Abatement Act, MCL 333.5451 through 333.5479, and the property has
11 passed a lead clearance exam, as certified by a certified lead inspector or
12 risk assessor; or

13 c. A lead inspection conducted by a certified lead inspector has certified that
14 no lead-based paint exists on a rental property.

15 (g) The Buildings, Safety Engineering, and Environmental Department shall maintain
16 a registry of all rental properties for which a Certificate of Compliance has been issued, and shall
17 make the registry available on the City's website. The Department may combine this registry with
18 the registry required by ~~Section~~ Subsection 8-15-81(d) of the City this Code.

19 (h) Notwithstanding ~~Section~~ Subsection 8-15-35(d) of this Code, ~~and subject to~~
20 ~~Subsections (e) and (f) of this section,~~ it shall be unlawful for an owner or its agent to allow any
21 unoccupied rental property to be occupied, or to collect rent from a tenant for occupancy of a rental
22 property, during or for any time in which there is not a valid Certificate of Compliance for the
23 rental property. Tenants of an occupied rental property that lacks a Certificate of Compliance ~~shall~~

1 may pay the rent that would otherwise have been due the owner or its agent into an escrow account
2 established in accordance with Section 8-15-86 of this Code,~~which is established by the Buildings,~~
3 ~~Safety Engineering, and Environmental Department with a third party financial institution. If the~~
4 ~~owner of the rental property obtains a Certificate of Compliance within the first 90 days in which~~
5 ~~payments are made into the escrow account, the rent in the escrow account shall be paid to the~~
6 ~~owner, less the actual administrative fee charged by the third party financial institution. If the~~
7 ~~owner fails to obtain a Certificate of Compliance within those first 90 days, the rent in the escrow~~
8 ~~account shall be paid, at the end of those 90 days, to the tenant, less the actual administrative fee~~
9 ~~charged by the third party financial institution. Thereafter, the tenant shall continue paying rent~~
10 ~~into the escrow account until the owner obtains a Certificate of Compliance. At the end of every~~
11 ~~60 days in which the owner fails to obtain a Certificate of Compliance, the rent in the escrow~~
12 ~~account shall be paid to the tenant, less the actual administrative fee charged by the third party~~
13 ~~financial institution. If the owner of the rental property obtains a Certificate of Compliance, all~~
14 ~~rent accrued in the escrow account shall be paid to the owner, less the actual administrative fee~~
15 ~~charged by the third party financial institution. Nothing in this article shall be construed to permit~~
16 ~~eviction of an existing tenant from a rental property or to deprive existing tenants of their rights to~~
17 ~~possession of a rental property under the laws of this state and this Code, and such existing tenants~~
18 ~~shall have a right under this Code to retain possession of a rental property notwithstanding an~~
19 ~~owner's inability to collect rent from such tenants pursuant to this subsection.~~

20 (i) A tenant who retains possession of a rental property under Subsection (d-h) of this
21 section, notwithstanding an owner's inability to collect rent, may nevertheless be evicted if an
22 owner establishes that the tenant is subject to eviction for non-retaliatory reasons other than
23 nonpayment of rent in accordance with MCL 600.5714 and MCL 600.5720.

1 (j) Section 8-15-35(d) of this Code shall not be construed to penalize the tenant or
2 occupant of a rental property for occupancy of a rental property that does not have a valid
3 Certificate of Compliance except as set forth in this subsection. Notwithstanding Subsection (e h)
4 of this section, where an inspection of a rental property or a notice of suspension or denial of a
5 Certificate of Compliance states that there is an immediate danger due to a violation or violations
6 of this article or other applicable laws, codes or regulations, the dwelling may be ordered
7 immediately vacated by the Building Official, or his or her designee, and any occupancy shall
8 thereafter be unlawful.

9 ~~(g) It shall be unlawful for the owner of a rental property on which the original~~
10 ~~construction was completed prior to January 1, 1978 and required to be registered pursuant to~~
11 ~~Section 8-15-81 of this Code to allow the rental property to be occupied without a lead clearance~~
12 ~~report being obtained and provided to the Buildings, Safety Engineering, and Environmental~~
13 ~~Department in accordance with Subdivision B of this division.~~

14 (k) Nothing in this section shall be interpreted as limiting or controlling the amount of
15 rent an owner may charge to a tenant pursuant to a lawful agreement with the tenant.

16 ~~(i) Subsection (d) of this section shall take effect by ZIP Code according to a schedule~~
17 ~~promulgated by the Director of the Buildings, Safety Engineering, and Environmental Department~~
18 ~~and posted on the City's website. Such schedule shall be promulgated no later than 60 days~~
19 ~~following the effective date of this subsection, which was November 24, 2017, and may thereafter~~
20 ~~be amended periodically at the discretion of the Director of the Buildings, Safety Engineering, and~~
21 ~~Environmental Department.~~

22 ~~(j) In each of the five years following the effective date of this subsection, which was~~
23 ~~November 24, 2017, the Buildings, Safety Engineering, and Environmental Department shall~~

1 provide the City Council with a report outlining the state of rental housing in the City. The report
2 shall include, by ZIP Code, the number and percentage of registered rental properties that are
3 currently occupied, the percentage of residents who are renters, the average monthly income and
4 average household size of renters, and the number and percentage of registered rental properties
5 that lack a Certificate of Compliance. In addition, the report shall include, by ZIP Code, the median
6 income of rental property owners who are individuals, the average percentage of individual rental
7 property owner's income that is attributable to the owner's rental property portfolio, the average
8 number of rental properties in each owner's rental property portfolio, and the average yearly profit
9 on rental properties that are one family dwellings, two family dwellings, and multi family
10 dwellings. Further, the report shall include the average costs during the preceding year that rental
11 property owners expended to bring their properties into compliance with this article. Where
12 practicable, the report shall break down such repair costs according to the type of repair made, and
13 according to the type of rental property: one family, two family, and multi family. Any report
14 issued pursuant to this subsection shall include United States Census data regarding the
15 demographics of each ZIP Code subject to the report. When preparing reports pursuant to this
16 subsection, the Buildings, Safety Engineering, and Environmental Department may use any data
17 source, including, but not limited to, surveys of property owners and tenants, The first report under
18 this subsection shall be made no later than one year following the effective date of this subsection,
19 which was November 24, 2017.

20 (l) Nothing in this section shall be interpreted as limiting the ability of the Buildings,
21 Safety Engineering, and Environmental Department to exercise its discretion or to establish
22 policies or procedures to focus the enforcement of this article on a particular geographic area based

1 on a range of criteria that may include but is not limited to, geographic areas where there may be
2 high risk to the health and safety of tenants or occupants of rental property.

3 (m) Each Certificate of Compliance issued pursuant to this division shall be for a term
4 of three years, and may be extended from three years to five years when the Certificate of
5 Compliance is approved for two consecutive periods prior to expiration. Nothing in this section
6 shall limit the ability of the Buildings, Safety Engineering, and Environmental Department to limit
7 or otherwise reduce the term for which a Certificate of Compliance is valid where, either before
8 or after a Certificate of Compliance is granted, the property owner demonstrates a repeated
9 inability to comply with the requirements of this article.

10 ~~Sec. 8-15-83. Lead inspection/risk assessment, lead clearance~~

11 ~~(a) Initial lead inspection/risk assessment required upon rental registration. An owner~~
12 ~~shall have a lead inspection/risk assessment performed on any property built prior to 1978 in~~
13 ~~accordance with Subdivision B of this division the first time such property is registered as a rental~~
14 ~~property in accordance with Section 8-15-81 of this Code. If the lead inspection/risk assessment~~
15 ~~reveals a lead-based paint hazard, such hazard shall be addressed by interim control, abatement,~~
16 ~~or a combination of the two as identified in Subsections (b), (c), and (d) of this section. If neither~~
17 ~~lead paint nor lead hazards are identified in the lead inspection/risk assessment, no further~~
18 ~~compliance action shall be required.~~

19 ~~(b) Risk assessment after interim controls. Where interim controls were used to reduce~~
20 ~~lead-based paint hazards in a rental property as prescribed in Subdivision B of this division, or~~
21 ~~where a lead inspection reveals the presence of lead paint on the rental property, the owner shall~~
22 ~~have a risk assessment performed on the rental property and obtain a lead clearance report in~~

1 accordance with this section. An owner shall have a risk assessment performed on such property
2 within three years, plus or minus 60 days.

3 (e) ~~— Risk assessment after abatement by encapsulation. Where abatement was used to~~
4 ~~remove all identified lead paint hazards, as prescribed in Subdivision B of this division, by~~
5 ~~permanent encapsulation of lead-based paint and permanent covering of soil lead hazards, as~~
6 ~~indicated in the post-remedy clearance report, the owner shall have a risk assessment performed~~
7 ~~on the rental property every four years, and the lead clearance report shall be valid for four years.~~
8 ~~If, as a result of such risk assessment, it is determined that the lead-based paint hazard is no longer~~
9 ~~fully encapsulated, the owner must immediately take necessary action to remedy the lead-based~~
10 ~~hazard pursuant to Section 8-15-93 of this Code, provided, that, if an owner at any time becomes~~
11 ~~aware that the integrity of a permanent encapsulation or permanent covering of soil lead hazards~~
12 ~~may have been damaged, the owner must immediately take necessary action to remedy the lead-~~
13 ~~based paint hazard pursuant to Section 8-15-93 of this Code.~~

14 (d) ~~— Risk assessment after abatement by enclosure. Where abatement was used to~~
15 ~~remove all identified lead-based paint hazards, as prescribed in Subdivision B of this division, by~~
16 ~~permanent enclosure of lead-based paint, as indicated in the post-remedy clearance report, an~~
17 ~~owner shall have a risk assessment performed on the rental property every four years and the lead~~
18 ~~clearance report shall be valid for four years. If, as a result of such risk assessment, it is determined~~
19 ~~that the lead-based paint hazard is no longer fully enclosed, the owner must immediately take~~
20 ~~necessary action to remedy the lead-based paint hazard pursuant to Section 8-15-93 of this Code,~~
21 ~~provided, that, if an owner at any time becomes aware that the integrity of a permanent enclosure~~
22 ~~may have been damaged, the owner must immediately schedule an inspection by a certified risk~~

1 ~~assessor and take necessary action to remedy the lead based paint hazard pursuant to Section 8-~~
2 ~~15-93 of this Code.~~

3 ~~(e) — Risk assessment after abatement by removal or elimination. Where all lead based~~
4 ~~paint has been fully abated by removal or other permanent elimination from a rental property in~~
5 ~~accordance with the Michigan Lead Abatement Act, Part 54A of the Michigan Public Health Code,~~
6 ~~being MCL 333.5451 through 333.5479, as certified by a certified lead inspector or risk assessor,~~
7 ~~or where a certified lead inspector or risk assessor certified that no lead based paint exists on a~~
8 ~~rental property, no further lead inspection, risk assessment, or lead clearance shall be required in~~
9 ~~order to obtain a Certificate of Compliance, or a Certificate of Registration of Rental Property, for~~
10 ~~the property.~~

11 ~~(f) — Length of Certificate of Compliance.~~

12 ~~(1) — With the exception of Subsection (f)(2) of this section, each Certificate of~~
13 ~~Compliance issued pursuant to this division shall be for a term of three years, and~~
14 ~~may be extended from three to five years when the Certificate of Compliance is~~
15 ~~approved for two consecutive periods prior to expiration.~~

16 ~~(2) — Certificates of Compliance issued after lead abatement by complete removal or~~
17 ~~elimination shall be for a term of seven years. REPEALED.~~

18 **Sec. 8-15-83. Federal and other governmental agency inspections accepted.**

19 Pursuant to Section 126(3) of the Michigan Housing Law, being MCL 125.526(3), the
20 Buildings, Safety Engineering, and Environmental Department may accept inspections of one- or
21 two-family dwellings, multiple dwellings, and rooming houses conducted by the United States
22 Department of Housing and Urban Development under the Real Estate Assessment Center
23 inspection process, by the Michigan State Housing Development Authority, by the City of Detroit

1 Housing and Revitalization Department, or by other governmental agencies, as long as that
2 inspection certifies that the properties inspected comply with the standards and requirements of
3 this article as a substitute for all inspection requirements for rental properties found in this division.
4 If such an inspection is accepted by the Buildings, Safety Engineering, and Environmental
5 Department, such acceptance shall result in the issuance of a Certificate of Compliance as provided
6 in Section 8-15-82(c) of this Code.

7 ~~**Sec. 8-15-84. Landlords and staff required to obtain HUD Visual Assessment Certification;**~~
8 ~~**annual inspections.**~~

9 ~~Every landlord shall procure the services of a person who has obtained a current HUD~~
10 ~~Visual Assessment Certification. Such landlord shall have completed a visual inspection annually,~~
11 ~~and, upon change of tenant, certify to the Buildings, Safety Engineering, and Environmental~~
12 ~~Department that a visual assessment has been completed for all units according to the HUD Visual~~
13 ~~Assessment Guidelines and that all noted hazards have been abated. If the visual inspection reveals~~
14 ~~cracked or peeling paint, significant dust on a windowsill, or bite marks on a windowsill, a risk~~
15 ~~assessment shall be performed for the property within one month. REPEALED.~~

16 **Sec. 8-15-84. Caretaker; responsible person; warning devices.**

17 (a) Where the owner of the rental property does not reside in the building, the owner
18 shall designate a responsible person who resides in each building with a common entrance and
19 eight or more dwelling units, seven or more sleeping rooms, or any combination thereof. The unit
20 occupied by the responsible person shall be identified and the information posted in a visible place
21 at the common entrance of the building, except for rental property that has a business office with
22 posted regular office hours on site. Where there is no centralized business office and a number of
23 buildings exist which are owned by the same rental property owner, the responsible person may

1 be located in a remote location, provided, that the location of the responsible person is identified
2 and posted in a conspicuous location at the common entrance of each building.

3 (b) In addition, all Group R-1 multiple rental properties that neither are of fire-proof
4 construction nor are protected with an approved sprinkler system or an approved, self-supervised
5 and properly maintained automatic fire alarm system, that has sleeping accommodations for over
6 50 persons above the first floor, shall have one employee, and more if necessary, on duty at all
7 times able to notify the tenants and the Fire Department in case of a fire or other emergency. There
8 shall be at least one employee on duty at all times for this purpose for each 100 persons and for
9 each next fraction of 100 persons in the building.

10 **Sec. 8-15-85. Window stops or guards required; exceptions.**

11 (a) The owner and/or management company of a rental property, which is two stories
12 or taller, shall provide, install, and maintain a window stop or window guard on each exterior
13 window of a type determined as acceptable by the Buildings, Safety Engineering, and
14 Environmental Department for the following:

15 (1) The windows of each dwelling unit more than 72-inches above finished grade or
16 other surface below on the exterior of the building where a child or children under
17 ten years of age reside;

18 (2) The windows of all common areas; and

19 (3) The windows of each dwelling unit more than 72 inches above finished grade or
20 other surface below on the exterior of the building where the tenant requests
21 installation of such stops or guards.

22 (b) Subsection (a) of this section does not apply to windows that provide access to a
23 fire escape or to windows that are a required means of egress from a dwelling unit.

1 **Sec. 8-15-86. Tenant escrow.**

2 (a) The City shall establish a tenant escrow program to be administered by the Housing
3 and Revitalization Department or its designee, which may include a third-party organization
4 authorized by the Housing and Revitalization Department.

5 (b) Tenants may pay their rent into the escrow program identified in Subsection (a) of
6 this section if the rental property where they reside lacks a Certificate of Compliance or has
7 documented property maintenance code violations that pose a safety risk to the tenant.

8 (c) A tenant's payment of rent into the tenant escrow program that is otherwise made
9 in accordance with the terms of the tenant's lease agreement with the owner, including terms
10 related to timely payment, shall not be a violation of the tenant's obligation to pay rent under the
11 lease agreement.

12 (d) A tenant shall be responsible for providing notice to the property owner that rent
13 has been paid into an escrow account.

14 (e) A property owner shall be responsible for obtaining a Certificate of Compliance,
15 including bringing the property into compliance with the property maintenance code and
16 scheduling necessary inspections required by this division.

17 (f) Distribution of escrow funds:

18 (1) A tenant account shall be evaluated by the Housing and Revitalization Department
19 or its designee on a periodic basis, not to exceed 120 days;

20 (2) If the owner has acquired a Certificate of Compliance or otherwise resolved the
21 violations that were the basis for the tenant paying into the escrow account at the
22 time of such periodic review, the Housing and Revitalization Department or its
23 designee shall return to the owner the rent accrued in the tenant's escrow account;

1 (3) If the owner has not acquired a Certificate of Compliance or otherwise resolved the
2 violations that were the basis for the tenant paying into the escrow account at the
3 time of such periodic review, the Housing and Revitalization Department or its
4 designee will return the rent in the escrow account to the tenant.

5 (g) In accordance with Section 2-111 of the Charter, the Housing and Revitalization
6 Department promulgate rules for administration of the tenant escrow program.

7 (h) Nothing in this section shall be interpreted to limit other escrow options available
8 to tenants under the law.

9 **Sec. 8-15-87. Termination of tenancy to avoid compliance with subdivision or retaliatory**
10 **action prohibited.**

11 (a) An owner of rental property, or any person acting on the owner's behalf, shall not:

12 (1) Terminate, or cause to be terminated, the tenancy of any person for the purpose of
13 avoiding compliance with Subdivision A or B of this division; or

14 (2) Take any retaliatory action toward a tenant who reports any suspected lead-based
15 paint hazards, violations, or suspected violations of this article to the owner or City,
16 which includes reporting any one or more of the following:

17 a. An owner's failure to obtain a Certificate of Compliance or Certificate of
18 Registration of Rental Property.

19 b. An owner's failure to comply with lead safety requirements for rental
20 properties in violation of Section 8-15-82(d).

21 c. An owner's failure to maintain a rental property in compliance with this
22 article.

1 d. The discovery that a tenant residing within the property has an elevated
2 blood lead level.

3 (3) Take any retaliatory action toward a tenant who lawfully uses the escrow program
4 established under Section 8-15-86 of this Code.

5 (b) Action by the rental property owner to achieve compliance with this subdivision
6 shall not be deemed a basis for the modification or termination of a tenancy for the property.

7 (c) Nothing in this section shall alter the rights and privileges of tenants or property
8 owners under state law, including the Michigan Rules of Evidence, the Michigan Court Rules, and
9 MCL 600.5701 et seq..

10 ~~Secs. 8-15-88—8-15-90.~~ REPEALED.

11 **Sec. 8-15-88. Consideration of Certificate of Compliance in eviction judgment.**

12 (a) Nothing in this subsection shall modify the procedures prescribed in MCR 4.201.
13 As required by MCR 4.201, when filing summary proceedings to recover possession of premises,
14 a property owner must affirm that the property is in compliance with local health and safety laws,
15 which include this division, except when:

16 1) The disrepair or violation has been caused by the tenant's willful or irresponsible
17 conduct or lack of conduct

18 2) The parties to the lease or license have modified those obligations, as provided for
19 by statute, or

20 3) The property owner explains any defects in compliance, for example the City of
21 Detroit's failure to inspect despite a request to do so.

22 (b) Under MCL 600.5720(f), a property owner's failure to obtain a certificate of
23 compliance, in accordance with the requirement of MCL 554.139(1) to comply with the applicable

1 health and safety laws of the local unit of government, shall be considered a breach of lease. A
2 court of competent jurisdiction shall determine if such breach excuses the payment of rent if
3 possession is claimed for nonpayment of rent.

4 (c) In accordance MCL 600.5720(a), a tenant may use any legal method, including but
5 not limited to one or more of the following methods to document an attempt to secure or enforce
6 his or her rights under MCL 554.139(1) that a rental property comply with applicable health and
7 safety laws of the local unit of government:

8 1) Documenting and reporting a property's lack of a Certificate of Compliance and
9 notifying the property owner or agent of such non-compliance; or

10 2) Documenting and reporting to the Buildings, Safety Engineering, and
11 Environmental Department alleged Property Maintenance Code violations in the
12 rental property.

13 **Sec. 8-15-89. Utilization of escrow accounts established under Michigan Housing Law.**

14 (a) In accordance with MCL 125.530, a rental property shall not be occupied until the
15 owner has obtained a certificate of compliance. During such time that a property lacks a certificate
16 of compliance, rents due may be paid into an escrow account established under MCL 125.530(4),
17 and if such rents are paid into an escrow account established under 125.530(4), actions for rent
18 and possession for the premises may not be maintained.

19 (b) In accordance with state law, rents paid into an escrow program established under
20 MCL 124.530(4) shall be paid thereafter to defray the cost of correcting the violation(s) to the
21 property owner or any other party authorized to make repairs. Where the tenant chooses to
22 terminate tenancy prior to the property owner or their agent undertaking the repair, any unexpended

1 part of the sums paid in to the escrow account, attributable to the unexpired portion of the rental
2 period, shall be returned to the tenant.

3 **Sec. 8-15-90. Notice and posting requirements for housing providers.**

4 (a) A housing provider must include the following information in all solicitations or
5 advertisements for the rental or lease of residential property:

6 "Rental property owners are required to register with the City and complete
7 a property inspection to ensure that rental housing meets safety and health
8 requirements. Tenants in non-compliant properties can pay their rent into
9 escrow. For additional information, please contact the City of Detroit
10 Buildings, Safety Engineering, and Environmental Department."

11 (b) The Buildings, Safety Engineering, and Environmental Department shall publish
12 and make available to housing providers, in all languages spoken by more than five percent of the
13 City's population, a notice suitable for posting that informs tenants and prospective tenants of the
14 requirements of this article.

15 **Subdivision B. Lead Clearance**

16 **Sec. 8-15-91. Purpose and intent; requirements.**

17 (a) For purposes of this subdivision, all paint on the interior or exterior of any
18 residential rental property on which the original construction was completed prior to January 1,
19 1978, is presumed to be lead-based and that all windows and doors on homes constructed prior to
20 January 1, 1978, are lead-based paint hazards unless they are replacement items that were
21 manufactured after 1978 or unless a lead-based paint inspection is performed by a certified lead
22 inspector who verifies they do not contain lead-based paint. The purpose and intent of this
23 subdivision is to protect the health and welfare of children who occupy rental property that contains

1 lead-based paint hazards since exposure to lead can cause serious problems for children, including
2 learning problems, behavioral problems, and speech and language problems and statistics show
3 that the highest percentage of young children with elevated blood levels in the City reside in rental
4 property.

5 (b) This subdivision sets forth the requirements for obtaining a lead clearance, ~~which~~
6 ~~is required by this article prior to the occupancy of rental property. Owners of rental property shall~~
7 ~~have a lead inspection/risk assessment performed by a certified lead inspector/certified risk~~
8 ~~assessor to inspect for the presence of lead-based paint and lead-based paint hazards and, where~~
9 ~~lead-based paint hazards are present, the owner must correctly reduce and control hazards prior to~~
10 ~~families occupying the rental property.~~

11 (c) The interior and exterior of any residential rental property, on which the original
12 construction was completed prior to January 1, 1978, shall be maintained in a condition such that
13 the paint does not become deteriorated paint as defined in Section 8-15-5 of this Code.

14 (d) The Department of Health, the Housing and Revitalization Department, and the
15 Building, Safety Engineering, and Environmental Department shall ensure that a risk assessment,
16 or another type of home or environmental investigation is completed when a tenant in a rental
17 property under the age of six is identified as having an elevated blood lead level, as defined in
18 Section 20-4-1 of the Code,

19 (e) When a tenant in a rental property under the age of six is identified as having an
20 elevated blood lead level, as defined in Section 20-4-1 of this Code, or an emergency condition
21 concerning lead exposure exists, as defined in Section 20-4-1 of this Code, the Director of the
22 Building, Safety Engineering, and Environmental Department may issue an emergency order
23 reciting the existence of the emergency condition and requiring that a property owner or its agent

1 have a risk assessment performed, take actions to remedy lead-based paint hazards identified, or
2 take other reasonably necessary actions to meet the emergency.

3 **Sec. 8-15-92. Lead inspection and risk assessment, reports required.**

4 (a) The owner of rental property shall obtain a lead inspection, as defined in Section 8-
5 15-7 of this Code, and a risk assessment, as defined in Section 8-15-8 of this Code, from a certified
6 lead inspector and/or risk assessor in order to obtain a lead clearance ~~as required by Section 8-15-~~
7 ~~83 of this Code.~~

8 (b) The lead inspection report shall contain the following information:

- 9 (1) Date of the lead inspection;
- 10 (2) Address of the rental property, including apartment or dwelling unit number, where
11 applicable;
- 12 (3) Date the rental property was built;
- 13 (4) Name, address and telephone number of the owner;
- 14 (5) Name, signature and certification number of each individual conducting testing on
15 the rental property;
- 16 (6) Name, address and telephone number of the company employing the individual
17 conducting the testing, where applicable;
- 18 (7) Each testing method, device and sampling procedure used for paint analysis, and
19 where used, the serial number of any x-ray fluorescence lead testing device;
- 20 (8) Specific locations of each painted component tested for the presence of lead-based
21 paint; and
- 22 (9) The result of the inspection in units of measure that match the type of sampling
23 method used.

- 1 (c) The risk assessment report shall contain the following information:
- 2 (1) Date of the risk assessment;
- 3 (2) Address of the rental property, including apartment or dwelling unit number, where
4 applicable;
- 5 (3) Date the rental property was built;
- 6 (4) Name, address and telephone number of the owner;
- 7 (5) Name, signature and certification number of risk assessor conducting the
8 assessment;
- 9 (6) Name, address and telephone number of the company employing the risk assessor
10 conducting the assessment, where applicable;
- 11 (7) Name, address, and telephone number of each laboratory conducting analyses of
12 collected samples;
- 13 (8) Results of the visual inspection;
- 14 (9) Testing method and sampling procedure used for paint analysis;
- 15 (10) Specific locations of each painted component tested for lead;
- 16 (11) Results from on-site testing and, where used, the serial number of any x-ray
17 fluorescence lead testing device;
- 18 (12) All results from the laboratory analysis of collected paint and dust samples;
- 19 (13) Any other sampling results;
- 20 (14) Any background information regarding the physical characteristics of the property
21 and use patterns of the residents that may cause lead paint exposure to young
22 children;

1 (15) To the extent that they are used as part of the risk assessment, the results of any
2 previous inspections or analyses for lead paint or hazards;

3 (16) A description of the location, type, and severity of identified lead paint hazards and
4 any other potential lead hazards; and

5 (17) A description of temporary and/or permanent options to fix each lead paint hazard
6 found, and a priority for fixing each hazard from the most serious to the least and,
7 where the use of an encapsulant paint or physical barrier (siding or paneling) is
8 recommended, the report should recommend a maintenance and monitoring
9 schedule for these solutions.

10 (d) An individual who is certified as both a lead inspector and a risk assessor may
11 combine the information required in reports under Subsections (b) and (c) of this section.

12 **Sec. 8-15-94. Post-remedy clearance report.**

13 (a) After lead abatement or interim controls are performed, the owner of rental property
14 shall have a clearance examination on the property and obtain a post-remedy clearance report, as
15 defined in Section 8-15-8 of this Code.

16 ~~(b) In order to obtain lead clearance for the rental property, the owner shall provide the~~
17 ~~post-remedy clearance report to the Buildings, Safety Engineering, and Environmental~~
18 ~~Department.~~

19 **Sec. 8-15-95. Requirement to avoid conflict of interest regarding lead-clearance inspection.**

20 Any lead inspection, risk assessment, visual assessment, dust wipe samples, or lead
21 clearance is required to be performed by persons or entities independent of persons performing
22 abatement or interim controls.

1 ~~Sec. 8-15-98. Termination of tenancy to avoid compliance with this subdivision or retaliatory~~
2 ~~action prohibited.~~

3 (a) ~~An owner of rental property, or any person acting on the owner's behalf, shall not:~~

4 (1) ~~Terminate, or cause to be terminated, the tenancy of any person for the purpose of~~
5 ~~avoiding compliance with any section of this subdivision; or~~

6 (2) ~~Take any retaliatory action, as defined in Section 8-15-8 of this Code, toward a~~
7 ~~tenant who reports a suspected lead-based paint hazard to the owner or to the City.~~

8 (b) ~~Action by the rental property owner to achieve compliance with this subdivision~~
9 ~~shall not be deemed a basis for the modification or termination of a tenancy for the property.~~

10 REPEALED.

11 **Sec. 8-15-98. Required distribution of information.**

12 An owner of rental property, or any person acting on the owner's behalf, shall provide the
13 federal lead disclosure pamphlet to every tenant at the commencement of their lease, and shall
14 keep a record of such distribution for inspection upon request by the Building, Safety Engineering,
15 and Environmental Department.

16 **Sec. 8-15-99. Annual report required.**

17 The Public Health Director and the Director of the Building, Safety Engineering, and
18 Environmental Department shall submit a joint report to City Council by October 31st of each
19 year, identifying the number of tenants under the age of six who were hospitalized with an elevated
20 blood lead level, as determined by the Detroit Health Department or the Michigan Department of
21 Health and Human Services, and the related Certificate of Compliance status for the preceding 12
22 months.


23 **Sec. 8-15-100. Reserved.**

1 **Section 2.** This ordinance is hereby declared necessary to preserve the public peace, health,
2 safety, and welfare of the People of the City of Detroit.

3 **Section 3.** All ordinances, or parts of ordinances, that conflict with this ordinance are
4 repealed.

5 **Section 4.** This ordinance shall become effective on January 1, 2025 in accordance with
6 Section 4-118 of the 2012 Detroit City Charter.

Approved as to form:


Conrad L. Mallett
Corporation Counsel