

Exhibit 2

City of Victorville

Article 5: - Rental Property Inspection Requirements

Sec. 16-6.05.010: - Purpose

The purpose of the enforcement of this article is to identify residential rental properties within the City and to enhance the quality of life for residents of those properties and in the community. These licensing requirements are intended to encourage all Rental Property owners to consistently meet applicable code requirements including those relating to property maintenance and housing, have well-maintained and clean exterior areas, and to ensure that rental unit occupants comply with crime free lease requirements. These licensing requirements will ensure that rental units do not create public nuisances that may be detrimental to the public health, safety or welfare of the community. The inspection requirements will be self-funded by the required annual regulatory Rental Business License fee.

([Ord. No. 2333, § 2, 7-21-15](#))

Sec. 16-6.05.020: - Scope

- (a) The provisions of this article shall apply to all single and multi-family residential Rental Property, as that term is defined herein, within the City. Not only does this article apply to the exterior of single and multi-family residential rental structures, but it also applies to the premises on which a Rental Property is located, including but not limited to all yards, parking lots, driveways, landscaped areas, accessory structures, fences, walls, swimming pools, hot tubs and spas.
- (b) The provisions of this article are supplementary and complementary to other provisions of this Code and applicable laws. Nothing in this article may be construed to limit any existing right of the City to abate nuisances or to enforce any provisions of applicable law, statute or this Code, including provisions of the International Property Maintenance Codes adopted by reference in the Development Code.

([Ord. No. 2333, § 2, 7-21-15](#))

Sec. 16-6.05.030: - Definitions

For the purpose of this article, unless otherwise apparent from their context, certain words and phrases used in this article shall have the meanings hereinafter designated. The definitions in this article are included for reference purposes only and are intended to define the terms used in this article in relation to the rental inspection requirements.

- a. "Crime Free Lease Addendum" means the property lease addendum described in section 16-6.05.070.
- b. "Occupant or tenant" means any person who occupies a Rental Property, whether as a tenant or permittee of the owner.

- c. "Owner's Authorized Representative" means a person, agent, property owner or property management company with respect to a Rental Property who has the legal authority to act upon the Owner's behalf with respect to the Rental Property.
- d. "Owner" or "Property Owner" means any person having legal title to real property, including all individuals, partner, joint venture, stock owner, persons in care of the Rental Property as shown as owners on the last equalized assessment roll of the San Bernardino County Assessor's Office, or an owner's authorized representative. If more than one person or an entity owns the Rental Property, owner or property owner refers to each person or entity holding any kind of ownership interest in the Rental Property, and the property owners' obligations in this article are joint and several as to each property owner.
- e. "Rental Business License" means the city business license issued per Rental Property after the property has successfully passed a Rental Property inspection performed by City enforcement personnel and successfully complied with all other applicable laws, including payment of all applicable fees.
- f. "Rental Property" means any single or multi-family zoned parcel used for occupancy by a person(s) other than the owner of the unit and is occupied or intended to be occupied for rental purposes. This definition includes the exterior of the structure, and the entire legal property upon which the structure exists, including but not limited to all yards, parking lots, driveways, landscaped area, accessory structures, fences, walls, swimming pools, hot tubs and spas. For the purpose of this article, the following types of dwelling units or facilities are not considered Rental Property/Dwelling/Unit:
 - (1) Conventional hotels or motels.
 - (2) Accommodations in any hospital, extended care facility, residential care facility, convalescent home, nonprofit home for the aged, or dormitory that is owned and operated by an educational institution.
 - (3) Mobile Home Parks.

([Ord. No. 2333, § 2, 7-21-15](#))

Sec. 16-6.05.040: - Rebuttable presumption

For the purposes of this article, if a property tax bill, water or sanitation utility bill for a property is mailed to an address other than the property's address, it shall be a rebuttable presumption that the property is a Rental Property. This presumption can be rebutted by the owner of record by providing reasonable documentation to the City sustaining that the property is owner occupied or is not being used, actively or not, for rental income.

([Ord. No. 2333, § 2, 7-21-15](#))

Sec. 16-6.05.050: - Rental business license required

Every owner of a Rental Property shall be required to obtain a city Rental Business License for each Rental Property, pursuant to Chapter 7, of Title 16 of this Code, as may be amended. A Rental Business License shall be issued after the Rental Property has passed an annual Rental Property inspection as provided in section 16-6.05.080 or has submitted and met all the requirements to qualify for self-inspection as provided in section 16-6.05.090, and has complied with all other applicable laws, including payment of fees. The Rental Business License shall not be transferable and upon a change of property ownership. Upon property ownership change, the Rental Business License issued to the prior property owner shall be null and void and such Rental Business License file shall be closed.

([Ord. No. 2333, § 2, 7-21-15](#))

Sec. 16-6.05.060: - Owner's authorized representative

- (a) For purposes of this article, all owners of Rental Property may designate a local authorized representative with full authority to act on behalf of the owner for all purposes under this article, including the acceptance of service of all notices from the city and the submittal of a self-inspection form, described in section 16-6.05.090.
- (b) Any designated local authorized representative must establish and maintain, at all times, a working telephone number and a residence or business address within thirty-five 35 miles of any of his or her designated Rental Property(ies). A local authorized contact representative shall be accessible to the city through the provided telephone number 24 hours, 7 days a week.

([Ord. No. 2333, § 2, 7-21-15](#))

Sec. 16-6.05.070: - Crime free rental property lease addendum

- (a) All Rental Property required to obtain a Rental Business License shall include a "Crime-Free Lease Addendum" within each lease, maintained by the property owner or the Owner's Authorized Representative, requiring that Tenants shall not engage in illegal, nuisance, or criminal activity on the premises, as part of their rental agreement.
- (b) It is unlawful for any person to allow any tenant to occupy a Rental Property in violation of any provision of the Crime Free Lease Addendum required by this article.
- (c) The Crime Free Lease Addendum shall be substantially in the following form: In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows: Tenant, any members of tenant's household, a guest, or other person under the tenant's control or otherwise on the leased premises for a purpose related to tenant shall not:
 - (1) Engage in any nuisance activity as defined in Civil Code Sections 3479 and 3480, or under Chapter 16-6.04 of the Victorville Municipal Code, any criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related Criminal Activity" means the illegal manufacture, sale, use, possession, distribution, or possession with the intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 201 of the Controlled Substances Act (21 U.S.C. 802).
 - (2) Engage in any act intended to facilitate nuisance or criminal activity on or near the said premises.
 - (3) Use, permit or facilitate the dwelling unit or areas on or near the said premises to be used for, nuisance or criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
 - (4) Engage in the unlawful manufacturing, selling, using, storing, keeping, distributing or otherwise giving away of a controlled substance as defined in Health & Safety Code Section 11350 et seq., at any locations on or near the said premises, including in or near the dwelling unit.
 - (5) Engage in any illegal activity, including unlawful conversions of residential and commercial structures for the growth, sale and distribution of marijuana, prostitution as defined in Penal Code Section 647(b); criminal street gang activity as defined in Penal Code Section 186.20 et seq., assault and battery as prohibited in Penal Code Section 240; burglary as prohibited in Penal Code Section 459; the unlawful use and discharge of firearms as prohibited in Penal Code Section 245; sexual offenses as prohibited in Penal Code Sections 269 and 288; or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his or her agent or any other tenant or involving imminent or actual serious property damage.
- (d) The Chief of Police or his or her designee may request the revocation, suspension or denial of a Rental Business License upon concluding that criminal activity is ongoing at the Rental Property. The Chief of Police or his or her designee may base his or her findings on past or ongoing criminal

activity located at the Rental Property. Criminal activity includes those activities which are required to be explicitly prohibited in this Crime Free Lease Addendum, pursuant to the Victorville Municipal Code Section 16-6.05.070(c).

- (e) Violation of any of the above provisions shall be a material and irreparable violation of the lease and good cause for immediate termination of tenancy. A single violation of any of the provisions of this addendum may be deemed a serious violation and a material and irreparable breach of compliance with the lease. It is understood that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of the violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

([Ord. No. 2333, § 2, 7-21-15](#))

Sec. 16-6.05.080: - Initial and annual inspection

- (a) All Rental Property located in the City shall be subject to an initial inspection upon submittal of a Rental Business License application, and annual inspection thereafter by the Director of Development or his or her designee for compliance with all applicable laws. The intent of the inspections shall be limited to the scope stated in section 16-6.05.020 to verify compliance with the International Property Maintenance Code and Victorville Municipal Code for housing, building, land use, and property maintenance codes.

Additionally, Development Department staff may consult with the property owner, Owner's Authorized Representative or the City of Victorville Police Department to ensure that the leased residential rental units are complying with section 16-6.05.070 requiring a crime-free property lease addendum.

- (b) If agreed upon between the Owner's Authorized Representative and the City, the Property Owner, Tenant or Owner's Authorized Representative need not be present during either the initial or annual inspection so long as the areas to be inspected are accessible. Such agreement shall be made in writing upon submittal of an initial Rental Business License or upon renewal of Rental Business License. Rental Business License.
- (c) The Director of Development, or his or her designee shall conduct an exterior site inspection of each Rental Property prior to the initial issuance of a Rental Business License or prior to the annual issuance of a renewal Rental Business License. The scope of the inspection shall include, but is not limited to:
 - (1) Exterior property maintenance and cleanliness.
 - (2) Landscape maintenance in accordance with the Victorville Development Code;
 - (3) Land use such as off street parking requirements, storage of inoperative vehicles and accessory structure and uses related to unpermitted business;
 - (4) Maintenance and upkeep of the primary structure such as windows, paint/stucco, weather protection, roof and other architectural features and accessory structures such as sheds, cabanas, trash enclosures, etc.
- (d) Rental Business License Initial Application Inspections: Inspections a Rental Property seeking an initial Rental Business License shall consist of one initial compliance inspection conducted within 30 days after the submittal of a Rental Business License application and one compliance re-inspection conducted 15 days after a failed initial compliance inspection. Any violation found after the compliance re-inspection shall be enforced in accordance with section 16-6.01.100 of the Development Code.
- (e) Rental Business License Annual Renewal Inspections: Inspections a Rental Property seeking a renewal Rental Business License shall consist of one compliance inspection conducted within 30 days prior to the business license expiration and one compliance re-inspection conducted 15 days

after a failed annual renewal inspection. Any violation found after the compliance re-inspection shall be enforced in accordance with section 16-6.01.100 of the Development Code.

- (f) Notice of Annual Rental Business License Renewal Inspection.
 - (1) Prior to a Rental Business License expiration, the Development Department will mail a Rental Business License renewal notice to the Property Owner and the owner's authorized representative notifying the Property Owner of the following:
 - (i) The Property Owner's requirement to renew the annual Rental Business License; and
 - (ii) Notice that the Development Department staff will inspect the exterior area of the Rental Property within thirty 30 days from the date of the Rental Business License renewal notice.
 - (2) Said notice will be mailed by first class mail to the Owner at the Owner's last known address as it appears in the City business license records, and a copy will also be mailed to the attention of the Tenant of the Rental Property to be inspected. In the case of multiple Owners of the same Rental Property, notice to anyone of the Property Owners is sufficient notice.
 - (3) In the event an Owner, Owner's Authorized Representative or Tenant in possession of the Rental Property refuses to allow access to conduct the exterior inspection, the Director of Development, the City Code Enforcement Official, or his or her designee and the City Attorney may use all legal remedies to ensure that an inspection is conducted as required by this article.
 - (4) If the City is not able to obtain the consent of the Owner, Owner's Authorized Representative or Tenant of the Rental Property to conduct an inspection, the City shall withhold the Owner's Residential Rental Business License until the inspection is conducted.
- (g) After completion of the initial Rental Business License application inspection or the annual Rental Business License renewal inspection, where the Rental Property fails the Inspection due to having violation(s) on the property, the City shall send a written report to the Owner or the Owner's Authorized Representative by mail. The report shall contain:
 - (1) An itemization of any violation(s) of the applicable laws identified during the inspection;
 - (2) The period of time given for correcting each of the identified violations;
 - (3) Notice that the City will re-inspect the Rental Property at the end of the period of time for correction;
 - (4) A statement that if the violations are found to be out of compliance by Director of Development or his or her designee during the re-inspection, the City will not issue the Rental Business License provided under section 16-6.01.100 of this Code may apply, and the City may pursue any legal remedies available to it, whether from this Code or any other applicable law, in order to abate said violations.
- (h) After completion of a failed initial application Rental Business License re-inspection or a failed annual renewal Rental Business License re-inspection, a report listing the violations shall be provided to the property tenant, the database shall reflect the failed re-inspection and the matter shall be enforced under section 16-6.01.100.
- (i) If no violations are found as a result of an initial or annual renewal inspection or re-inspection, the report and database shall state so and the City shall issue the Rental Business License to the owner. All inspection reports shall be available as a public record upon request.

([Ord. No. 2333, § 2, 7-21-15](#))

Sec. 16-6.05.090: - Self-inspection privilege

- (a) Rental properties may qualify for the annual Rental Property Self-Inspection Privilege option after the Director of Development, Zoning Administrator, Building Official or Code Enforcement Official or his/her designee has completed an initial inspection of the Rental Property. The annual rental

business license fee for self-inspecting rental properties in good standing shall be half of the annual rental business license renewal fee per property. Self-inspection shall not relieve the property owner of the annual Rental Business License fee requirement.

- (b) In order for a rental property to qualify for the self-inspection privilege, the property owner or the Owner's Authorized Representative may use its own inspection form as long as the inspection is conducted no more than sixty (60) days prior to the expiration of the Rental Business License and the form contains, at minimum, the information stated below:
 - (1) Property address.
 - (2) Date of inspection.
 - (3) Name and contact information of the property management employee completing the self-inspection.
 - (4) A statement or checklist indicating a satisfactory inspection of the following exterior items:
 - (i) All yard areas visible from public view are free of junk and debris.
 - (ii) Front yard landscaping is maintained and free of decayed or decaying vegetation or weeds.
 - (iii) Front landscaped yard areas are not being utilized for off street parking or storage of large or bulky items.
 - (iv) The property does not store inoperative vehicles.
 - (iv) The primary and accessory structures and architectural features are aesthetically well maintained and free of substandard structure conditions as defined in Health and Safety code 17920.3.
 - (v) Tenant, any members of tenant's household, or other person under the tenant's control or otherwise on the leased premises are complying with the Crime Free Rental Property Lease Addendum.
- (c) The Rental Property self-inspection report/form shall be submitted to the City Code Enforcement Division thirty (30) days prior to the expiration of the Rental Business License. Rental Properties may lose the privilege of the self-inspection option if the City receives a nuisance complaint from a city resident pertaining to the Rental Property and finds the complaint to be valid. Rental Properties who lose the self-inspection option may appeal such this action in accordance with section 16-2.02 of the Development Code. Rental properties shall be re-inspected by the Director of Development, Zoning Administrator, Building Official or Code Enforcement Official or his or her designee and upon passing the property inspection, may be allowed to self-inspect on the following Rental Business License renewal period. A request for re-enrollment for the privilege to self-inspect shall be made in writing by an Owner or an Owner's Authorized Representative and submitted to the business license division for review and approval.

([Ord. No. 2333, § 2, 7-21-15](#))

Sec. 16-6.05.100: - Violations

- (a) Whenever the Development Director or his or her designee determines that a violation of this article exists, a Code Enforcement Officer shall issue a notice of violation in the form of the Rental Property inspection report and provide an order to correct the violation(s) located at the Rental Property. The notice shall be provided (1) by mail to the Owners or Owner's Authorized Representative, and (2) either by mail or hand delivery to the Rental Property Tenant, or by posting said notice on the front door of Tenant's dwelling unit. Said notice shall be in writing and shall describe with reasonable detail the violation(s) so that the Property Owner has the opportunity to identify and correct any identified violation. Any person who fails to comply with any provisions of this article after receiving

written notice of the violation(s) and has been given a minimum of 15 days to correct such violation(s) shall be deemed to be in violation of this article.

- (b) A violation of this article shall be enforced in accordance with section 16-6.01.100 of the Development Code. The Development Department may also take action to suspend or revoke the Rental Business License issued to the property owner if the property owner has failed to correct any or all violations.
- (c) Any Rental Property which has been subjected to enforcement actions under section 16-6-01.100 of the Development Code and has continued to fail to comply with this Code, including any Rental Property maintenance requirements, and the adopted International Property Maintenance Code, or any state or local law relating to housing standards, property maintenance, building codes, or land use requirements, shall be considered a public nuisance and subject to abatement procedures as set forth in Title 6, Chapter 6, Article 4 of this Code.

([Ord. No. 2333, § 2, 7-21-15](#))

Sec. 16-6.05.110: - Complaint based inspections

Nothing contained in this article shall prevent or restrict the City's authority to inspect any Rental Property in response to a complaint alleging Code violations or violations of any other applicable laws, or to pursue all remedies available under this Code or applicable laws.

([Ord. No. 2333, § 2, 7-21-15](#))

Sec. 16-6.05.120: - Failure to pay fees

Should a property owner fail to timely pay the annual Rental Business License fee, any cost recovery fee or administrative fine related to the enforcement of and compliance with this article, shall be a debt to the City and shall be enforced in accordance with section 16-7.05.080.

([Ord. No. 2333, § 2, 7-21-15](#))

City of Hesperia

Chapter 8.20 - CRIME FREE RENTAL HOUSING PROGRAM

Sections:

8.20.010 - Purpose and scope.

The purpose of this chapter is to identify and regulate rental dwelling units in the City of Hesperia, to ensure that such units afford tenants a safe and decent place to live, to hold tenants and owners accountable for their actions, and to reduce criminal activity. The city council has determined that requiring that all rental dwelling units governed by this chapter be registered with the city and inspected, and requiring landlords to use a crime free lease addendum in their leases, serves these legitimate governmental interests.

Nothing in this chapter shall be construed to:

- A. Excuse, waive, limit, or modify any requirements or obligations in the applicable laws;
- B. Limit any right or authority of the city to investigate and abate nuisances or to enforce any provisions of the applicable laws or any other provision of law;
- C. Conflict with any rights or obligations under the Fair Housing Laws or the Americans with Disabilities Act, as amended;
- D. Otherwise prevent or waive compliance with all other applicable laws or regulations; or
- E. Discourage victims of domestic violence or abuse from reporting such violence or abuse.

([Ord. No. 2015-12, § 1, 11-17-15](#))

8.20.020 - Definitions.

For the purposes of this chapter, words and phrases used in this chapter shall mean as they are defined in Chapter 1.04 of this Code, except as otherwise defined below:

"Annual inspection" means an inspection meeting the criteria and standards of crime free through environmental design (CFTED).

"Applicable laws" means and includes all federal, state and local statutes, ordinances and regulations that pertain to the condition, habitability and safety of dwelling units and residential property. This includes, but is not limited to, this code.

"Crime free lease addendum" means the lease addendum described in this chapter.

"Criminal activity" means behavior or actions that are in violation of established federal, state, or local laws, including but not limited to all applicable laws.

"Fair Housing Laws" means the Federal Fair Housing Act, as amended, (42 U.S.C. Sec. 3601 et seq.), the California Fair Housing and Employment Act (Government Code Section 12900 et seq.), and the Unruh Civil Rights Act (Civil Code Section 51).

"Law enforcement officer" means an individual(s) who is designated by state law or by the city manager to enforce applicable laws.

"Local property management company" shall mean an entity that is responsible for the day-to-day maintenance, upkeep and security of a rental property and is operated by a person who is licensed with the California Department of Real Estate as a real estate broker.

"Local property manager" shall mean a person who is responsible for the day-to-day maintenance, upkeep, and security of the rental property. The local property manager may be the owner of the property.

"Multi-family residences" means three dwellings or more on a single property.

"Occupant" or "tenant" means any person who occupies a residential rental property, whether as a tenant or permittee of the owner.

"Owner" or "property owner" means a single individual, partnership or joint venture or any entity that has any kind of ownership interest in a single-family residential rental property, multi-family rental property, or residential rental dwelling unit (collectively, "residential rental property") whether as an individual, partner, joint venture, stock owner, or ownership interest in some other capacity or the owner's designee, which may include a local property management company. If more than one person or an entity owns the subject rental property, owner or property owner refers to each person or entity holding any kind of ownership interest in the property, and the property owners' obligations in this chapter are joint and several as to each property owner. Owner shall also mean any person having legal title to real property, including all individuals shown as owners on the last equalized assessment roll of the San Bernardino County Assessor's Office, or an owner's authorized representative.

"Program" means the crime free rental housing program as set forth in this chapter.

"Single-family residence" means a dwelling configured for one group to live in with common areas such as a kitchen and common bathrooms on a single property.

"Single-family residential rental property," "multi-family rental property," or "residential rental dwelling unit" (collectively, "residential rental property") means a dwelling unit, all or part of which is occupied by a person(s) other than the owner of the unit where money, services or valuables are exchanged for the ability to reside whether this agreement is verbal or in writing. This includes the premises on which said residential rental property is situated and any common areas. The following types of dwelling units or facilities are not considered residential rental property:

1. Hotels or motels.
2. Accommodations in any hospital, extended care facility, residential care facility and convalescent home.
3. Mobile home parks.
4. Business, commercial or industrial properties unless there is a dwelling structure on the property.

[\(Ord. No. 2015-12, § 1, 11-17-15\)](#)

8.20.030 - Rebuttable presumption.

For the purpose of this chapter, if the water, refuse, gas, electric or property tax bill is in a different name than that of the property owner, or if the water, refuse, gas, electric or property tax bill is in the owner of record's name but mailed to an address other than the property address, it shall be a rebuttable presumption that the property is residential rental property. This presumption can be rebutted by the owner of record, or by his or her designated representative, providing satisfactory documentation to the city that the property is owner-occupied or is not being used for rental income.

[\(Ord. No. 2015-12, § 1, 11-17-15\)](#)

8.20.040 - Residential rental property registration.

- A. **Registration Required.** As a condition of exercising the privilege of renting or leasing a residential rental property to any person and/or entity, the owner of the residential rental property, local property management company or local property manager shall register with the city by the first day of the January immediately following the adoption of this chapter and shall register every subsequent first day of January thereafter.
1. **Contents of Registration Form and payment of Fees.** The registration form shall be in a format determined by the city manager from time to time, and shall contain the location of the residential rental property, the owner's name and contact information, the name of person acting on the owner's behalf and his or her contact information, number of dwelling units, and any other information the city manager deems necessary. The owner shall pay an annual registration fee, set by resolution of the city council, which shall cover the costs of the city's administration and enforcement of this chapter.
 2. **Non-Transferable.** Registration of a residential rental property accepted by the city pursuant to this chapter is not transferable to a new owner of the residential rental property. Any new owner must re-register and provide current registration information.
 3. **Failure to Register.** Failure to comply with or violations of this chapter shall be considered a misdemeanor.

[\(Ord. No. 2015-12, § 1, 11-17-15\)](#)

8.20.050 - Crime free rental housing program.

- A. **Participation in the Program.** Owners shall participate in the program by registering pursuant to Section 8.20.040. Owners who comply with the requirements of this chapter will be considered in "good standing," and the City may hold in abeyance any fines levied against a tenant for such tenant's unlawful activity in or around the residential rental property leased by the tenant, and not levy such fines against the owner. If the owner is not in good standing, the city shall levy fines against the tenant and the owner jointly and severally.
- B. **Crime Free Tenant Screening.** The chief of police will maintain a crime free data base. This data base shall include all owners participating in the program. All owners or their designees are required to provide identifying information for all potential adult tenants of a residential rental property prior to leasing or renting. Prospective adult tenants must be identified by a valid government-issued photo identification card. The chief of police will in turn determine if the potential adult tenants have been in violation of a crime free agreement or rules at previous locations. The chief of police shall provide the owner or their designee notice of the determination as provided herein within two business days after receipt of identifying information contemplated herein. Upon receiving this notice, the owner or their designee has the sole discretion to take actions that he or she determines to be legally appropriate.
- C. **Crime Free Lease Addendum.** The crime free lease addendum shall be in a form approved by the city manager from time to time, and subject to approval of the city council. The owner of a residential rental property shall include the crime free lease addendum in any lease agreement between the owner and tenant. The crime free lease addendum shall be incorporated into all new or renewed rental agreements and leases executed after the effective date of this chapter.
1. When an owner or their designee is notified by the chief of police, or his or her designee, that a tenant has engaged in criminal activity that would violate any federal, state or local law, on or near the residential rental property leased to tenant, the owner shall begin the eviction process against the tenant within ten business days of the date of such notice, and pursuant to the crime free lease addendum. The Chief of police may require proof of the eviction process. Notwithstanding for the foregoing, this chapter shall not be applied in a manner that will result in the eviction of a victim of domestic violence or abuse.

- a. When allowed by law the notice provided by the chief of police shall provide a report or incident number, identify the offending tenant(s), unit number if applicable, and the specific violation(s), and shall state the date(s) and time(s) of any observed criminal activity and any resulting arrest(s), and shall further state the owner's obligations under this chapter.
 - b. The notice provided by the chief of police contemplated hereunder shall, to the extent permitted under applicable law and at the chief of police's discretion, contain the evidence and documents used by the chief of police to determine whether a tenant has engaged in criminal activity as contemplated herein.
 - c. The notice provided by the chief of police shall be in writing and sent by email with acknowledgement or certified mail, return receipt requested.
- D. Criminal Background Check. In addition to the crime free tenant screening described above, owners shall conduct a criminal background check for all tenants using a commercially available service, at owner's cost. The owner shall maintain the criminal background check on file during the tenant's occupancy of the residential rental property.

[\(Ord. No. 2015-12, § 1, 11-17-15\)](#)

8.20.060 - Inspections.

- A. Annual Inspections. All residential rental property located in the city shall be subject to an annual inspection by the city for compliance with applicable laws. The specific items to be inspected will be in keeping with national standards for the crime free program and can be adjusted with approval of the city manager to meet the needs of this city. The owner or their designee will receive the results of the inspection.
- B. Notice of Inspection and Procedures.
 1. After receiving a completed registration form from an owner, the city will conduct an exterior inspection of the residential rental property to identify compliance with the program and applicable laws. Additionally, a subsequent inspection of the owner's records may be requested to ensure compliance with this chapter.
 2. No prior notice of inspection will be made to the owner. An owner does not have to be present for the inspection.
- C. Members of the city's police department will be responsible for conducting the inspections authorized by this chapter. However, the city may request that other city departments participate in the inspection process. The inspection will be from the exterior of the residential rental property's buildings and structures. It will cover items relating to crime prevention and the health and safety of the occupants.
- D. After completion of the inspection, a written report of the inspection will be sent to the owner. The report shall contain:
 1. An itemization of any violations of the applicable laws identified during the inspection;
 2. The period of time for correcting each of the identified violations;
 3. A statement of a re-inspection at the end of the period of time for correction, if applicable;
 4. The amount of the re-inspection fee and the date by which the re-inspection fee must be paid;
 5. A statement that if the violations are not corrected within the period of time for correction the city may pursue legal action as authorized under this code to abate such violations; and
 6. If no violations are found as a result of the inspection, the inspection report shall state so and city shall issue a certificate of registration to the owner.

[\(Ord. No. 2015-12, § 1, 11-17-15\)](#)

8.20.070 - Fees.

The city council may establish such fees that are necessary for the administration of the regulatory program established by this chapter. All such fees shall be set by resolution of the city council.

[\(Ord. No. 2015-12, § 1, 11-17-15\)](#)

8.20.080 - Appeals.

- A. Any recipient of an administrative citation may contest the citation by the procedures set forth in this code.
- B. Any party to an administrative citation hearing may appeal an adverse ruling in accordance with this code.

[\(Ord. No. 2015-12, § 1, 11-17-15\)](#)

8.20.090 - Complaint-based inspections.

Nothing contained in this chapter shall prevent or restrict the city's authority to inspect any residential rental property in response to a complaint alleging code violations or violations of applicable laws and to pursue all remedies permissible under applicable laws.

[\(Ord. No. 2015-12, § 1, 11-17-15\)](#)

8.20.100 - Voluntary inspection requests.

Nothing contained in this chapter shall be construed to prohibit a property owner or occupant from voluntarily requesting an inspection pursuant to this chapter to determine whether the residential rental property complies with applicable laws.

[\(Ord. No. 2015-12, § 1, 11-17-15\)](#)

8.20.110 - Enforcement.

- A. **Violations Identified During Inspection.** If the owner fails to correct a violation of the applicable laws identified in the report of inspection within the time allowed, the city may issue an administrative citation, issue a notice of intent to abate, or may take any other action authorized by law to enforce the provisions of this code.
- B. **Failure to Pay Fees.** Should an owner fail to timely pay any fees due under the program, the city may take appropriate action to recover the unpaid fees, including any accrued interest, penalties and personnel costs utilizing any remedies authorized by law.
- C. **Violations.** Owners who fail or cause to fail to cooperate with inspections required under this chapter or fail to otherwise comply with the requirements of this chapter may be subject to an administrative citation in accordance with this code or any other action authorized by law to enforce the provisions of this chapter.
- D. **Strict Liability.** Violations of this chapter shall be treated as a strict liability offense regardless of intent. Any person, firm and/or corporation that violates any portion of this chapter shall be subject to prosecution under applicable law.
- E. **Revenue and Taxation Code.** The city may also utilize the provisions of the Revenue and Taxation Code Section 24436.5 to encourage the elimination of substandard conditions in rental housing. The

city is also authorized to bring an action under the Business and Professions Code for unfair business practices.

- F. Attorneys' Fees. In an action, administrative proceeding, or special proceeding to abate a violation of this chapter, the prevailing party may recover Attorneys' fees pursuant to Government Code Section 38773.5. Recovery of attorneys' fees is limited to those individual actions or proceedings in which the city elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fees. An award of attorneys' fees to a prevailing party shall not exceed the amount of reasonable attorneys' fees incurred by the city in an action, administrative proceeding, or special proceeding.

[\(Ord. No. 2015-12, § 1, 11-17-15\)](#)

8.20.120 - Severability.

If any provision, section, paragraph, sentence or word of this chapter is determined or declared invalid by any final court action in a court of competent jurisdiction or if the application of any provision, section, paragraph, sentence or word of this chapter is inapplicable to a specific situation by reason of any preemptive state or federal legislation or regulation, the remaining provisions, sections, paragraphs, sentences or words of this chapter shall remain in full force and effect.

[\(Ord. No. 2015-12, § 1, 11-17-15\)](#)

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in §102 of the Controlled Substance Act [21 U.S.C. 802]).

2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.

3. Resident, any member of the resident's household, or a guest or other person under the resident's control, will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household.

4. Resident, any member of the resident's household or a guest or another person under the resident's control, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near the dwelling unit premises or otherwise.

5. Resident, any member of the resident's household, or a guest or another person under the resident's control, shall not engage in any illegal activity, including: prostitution as defined in Penal Code §647(b); criminal street gang activity, as defined in Penal Code §186.20, et seq.; assault and battery, as prohibited in Penal Code §§240 and 243; burglary, as prohibited in Penal Code §459; the unlawful use and discharge of firearms, as prohibited in Penal Code §245; sexual offenses, as prohibited in Penal Code §§269 and 288, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, its agent or other tenant or involving imminent or actual serious property damage.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This addendum is incorporated into the lease executed or renewed this day between Owner and Resident.

_____	Date: _____	
Resident Signature		
_____	Date: _____	
Resident Signature		
_____	Date: _____	
Resident Signature		
_____	Date: _____	Property: _____
Property Manager's Signature		