

Redline Changes for Third Reading

ORDINANCE 2014-25 A RENTAL REGISTRATION AND INSPECTION PROGRAM AS AMENDED BY ORDINANCE 2025-09

Section 1. Title

This Ordinance shall be known as the "Rental Registration and Inspection Program" of the Town of Whitestown, Indiana.

Section 2. Definitions

The following definitions shall apply in the interpretation and enforcement of this Ordinance. Words in the singular shall include the plural, and words in the plural shall include the singular.

- 2.1. Inspection Certificate - A certificate issued by the Planning Department which documents that a rental unit has passed inspection and the owner is permitted to rent or lease the unit.
- 2.2. Inspection Officers - Shall mean the following persons, working separately or together, who shall enforce the provisions of this ordinance:
 - A. Planning Director or his/her designee.
 - B. Fire Inspector, Fire Chief or other designated officer.
 - C. County Health Officer.
- 2.3. Tenant - Any person, living, sleeping, cooking, or having physical or actual possession of a Rental Unit.
- 2.4. Owner - One (1) or more persons in whom is vested all or part of the legal title to property. The term includes a mortgagee or contract purchaser in possession.
- 2.5. Person - An individual, a corporation, an association, a partnership, a governmental entity, a trust, an estate, or any other legal or commercial entity.
- 2.6. Registration Fee - The amount paid to the Planning Department when registering a rental unit with the Town.
- 2.7. Rental Unit - As used in this Ordinance "Rental Unit" means:
 - A. A structure, or the part of a structure, that is used as a home, residence, or sleeping unit by:
 - i. One (1) individual who maintains a household; or
 - ii. Two (2) or more individuals who maintain a common household;

- or -
 - B. Any grounds, facilities, or area promised for the use of a residential Tenant, including the following:
 - i. An apartment unit.

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- ii. A boarding house.
- iii. A rooming house.
- iv. A mobile home space.
- v. A single or two (2) or more family dwelling;

That is the subject of a Rental Agreement as defined by Section 2.11.

2.8. Rental Unit Community - As used in this Ordinance, "Rental Unit Community" means one (1) or more parcels of contiguous real property upon which are located one (1) or more structures containing Rental Units, if:

- A. The Combined total of all rental units in all of the structures is five (5) or more rental units; and
- B. The rental units are not occupied solely by the Owner or the Owner's family.

2.9. Unsafe Building - A building or structure, or any part of a building or structure, that is:

- A. In an impaired structural condition that makes it unsafe to a person or property;
- B. A fire hazard;
- C. A hazard to the public health;
- D. A public nuisance;
- E. Dangerous to a person or property because of a violation of a statute or ordinance concerning building condition or maintenance;
- F. Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance; or
- G. Otherwise in violation of State or Town unsafe building laws.

2.10. Unsafe Premises - The tract of real estate on which an unsafe building is located.

2.11. Rental Agreement – An agreement together with any modifications embodying the terms and conditions concerning the use and occupancy of a rental unit.

2.11.2.12. Owner Representative – An individual or entity with a physical presence in the State of Indiana that is appointed by an Owner to act on the Owner's behalf in overseeing the management, operations, or development of a Rental Unit.

Section 3. Safe and Habitable Premises

3.1. An Owner must maintain the Rental Unit in a safe and habitable manner. Accordingly, the Owner must ensure that a Rental Unit:

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- A. Is not in an Unsafe Building;
- B. Is in compliance with all rules, regulations, ordinances, statutes, or other laws including, but not limited to:
 - i. The Town of Whitestown Unsafe Building Ordinance
 - ii. The State of Indiana Unsafe Building Law
 - iii. State and Town Fire Code
 - iv. State and Town Building Code
 - v. National, State, and Local Electric Code
 - vi. Any other rule, regulation, statute, or other law relating or pertaining to the safety or habitability of a residential or rental property.
- C. Is safe and habitable with respect to:
 - i. Electrical supply and electrical systems;
 - ii. Plumbing and plumbing systems;
 - iii. Water supply, including hot water;
 - iv. Heating, ventilation, and air conditioning equipment and systems;
 - v. Bathroom and toilet facilities;
 - vi. Doors, windows, stairways, and hallways;
 - vii. Functioning smoke detectors; and
 - viii. The structure in which a Rental Unit is located.

Section 4. Annual Registration

- 4.1. Registration Form - The Planning Director shall prepare a form for an Owner of a Rental Unit to complete ("Registration Form"). The Planning Director may amend the Registration Form from time to time as appropriate and/or necessary. The Registration Form shall require information including, but not be limited to:
 - A. name of Owner,
 - B. address of Rental Unit,
 - C. mailing address for Owner or Owner's ~~R~~Representative,
 - D. email address for Owner or Owner's ~~R~~Representative,
 - E. phone number for Owner or Owner's ~~R~~Representative,
 - F. name of tenant(s),
 - G. number of units that Owner rents, and
 - H. verification that the landlord will update any and all information within thirty (30) days of any change.
- 4.2. Annual Registration and Fee - An Owner of Rental Unit in the Town shall complete a Registration Form and pay an annual five-dollar (\$5) registration fee ("Registration Fee") for each parcel of real property on which a Rental Unit is located. The Registration Form and the Registration Fee shall be submitted to the Planning Director. An Owner's annual Registration Fee

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shall be due on the anniversary of the date the Owner submitted its initial Registration Form.

- 4.3. Rental Unit Community Exception - Notwithstanding the provisions of Section 4.2 above, an Owner of a Rental Unit Community will only be obligated to complete one Registration Form and to submit a single Registration Fee per each Rental Unit Community.
- 4.4. Initial Registration - Owners shall register the Rental Unit and submit the Registration Fee within thirty (30) days of obtaining ownership in a Rental Unit and/or leasing a new Rental Unit.
- 4.5. Obligation to Update Information - The Owner of a rental unit will be required to update its Registration Form within thirty (30) days of any change in address, change in ownership, change in Tenant , or any other material changes thereto. Failure to do so will result in a violation of this Ordinance.
- 4.6. Rental Registration and Inspection Fund - The Town Council hereby establishes a special fund which shall be known as the "Rental Registration and Inspection Fund" dedicated solely to reimbursing the costs actually incurred by the Town relating to the registration and inspection of rental units as provided in this Ordinance. All registration fees required hereunder shall be deposited in that special fund.

Section 5. Inspection

- 5.1. Inspections Authorized - The Inspection Officers are authorized and directed to make inspections to determine the condition of Rental Units located within the Town of Whitestown.
 - A. The Inspection Officers are authorized to enter, examine and survey, at all reasonable times, any and all Rental Units. The Owner or the Owner's ~~R~~Representative; and/or Tenant of every Rental Unit shall give the Inspection Officer free access to such Rental Unit and its premises at all reasonable times for the purpose of such inspection, examination and survey, provided, however, that such Inspection Officer has, prior to entry thereof, positively identified himself or herself as a person authorized pursuant to this Ordinance to enter upon said premises. At the time of each inspection, all pets must be controlled so that the Inspection Officer can move about the dwelling and surrounding property.
 - B. The Owner or the Owner's ~~R~~Representative and the Tenant shall be entitled to seventy-two (72) hours' written notice from the Inspection Officer prior to conducting the inspection, examination or survey. In the event that the Owner, or the tenant if occupied, refuses to allow the Inspection Officer to conduct the inspection, the Inspection Officer shall apply for a warrant to make the inspection in accordance with Ind. Code § 36-7-9-16.
 - C. This provision shall not be construed to limit or restrain the right of the Inspection Officer to make an inspection of any other building or

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premises pursuant to any of the provisions of Ind. Code § 36-7-9-~~4~~ *et al.* or the Town's Ordinances concerning Unsafe Buildings or unsightly premises.

5.2. Initial Inspections

- A. Every Rental Unit operated and maintained in the Town shall be inspected by the Planning Director or his/her designee within thirty days of the Owner's submission of the Initial Registration, Initial Registration Fee, and Inspection Fee. The Initial Inspection shall be made to ascertain that the Rental Unit conforms to all requirements of this Ordinance, any other ordinance of the Town, and all applicable statutes of the State of Indiana. Notwithstanding the foregoing, Rental Unit Communities are not subject to the Initial Inspection requirements.
- B. The Planning Director will not conduct Initial Inspections of occupied Rental Units. Owners may not permit Tenants to occupy a Rental Unit prior to the Owner's receipt of an Inspection Certificate. An Owner permitting a Tenant to occupy a Rental Unit without a valid Inspection Certificate is a violation of this Ordinance and is subject to a five hundred dollar (\$500.00) fine.

5.3. Exemption to Inspection Requirements - Pursuant to Ind. Code § 36-1-20-4.1(c), except as provided in Section 5.4, the Town may not conduct an Inspections of a Rental Unit or impose a fee pertaining to the inspection of a Rental Unit, if the Rental Unit satisfies all of the following:

- A. The Rental Unit is:
 - i. managed by a professional real estate manager; or
 - ii. part of a Rental Unit Community that is managed by a professional real estate manager.
- B. During the previous twelve (12) months, the Rental Unit has been inspected or is part of a Rental Unit Community that has been inspected-by either of the following:
 - i. By or for:
 - 1. the United States Department of Housing and Urban Development, the Indiana Housing and Community Development Authority, or another federal or state agency; or
 - 2. a financial institution or insurance company authorized to do business in Indiana.
 - ii. By an inspector who:
 - 1. is a registered architect;
 - 2. is a professional engineer; or

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3. satisfies the qualifications of the Town's Planning Department such that the inspector would qualify as an Inspection Officer.
 - iii. However, the inspector may not be an employee of the Owner.
 - C. A written inspection report of the inspection under subdivision 5.3(B) has been issued to the Owner of the Rental Unit that verifies that the Rental Unit is safe and habitable with respect to:
 - i. electrical supply and electrical systems;
 - ii. plumbing and plumbing systems;
 - iii. water supply, including hot water;
 - iv. heating, ventilation, and air conditioning equipment and systems;
 - v. bathroom and toilet facilities;
 - vi. doors, windows, stairways, and hallways;
 - vii. functioning smoke detectors; and
 - viii. the structure in which a rental unit is located.
 - D. The inspection report issued under subdivision 5.3(C) is delivered to the Town Planning Department on or before the date of the scheduled inspection.
- 5.4. Complaint-Based Inspections - The Town has the discretion to inspect any occupied or unoccupied Rental Unit, if the Town has reason to believe or receives a complaint that the Rental Unit does not comply with applicable code requirements, so long as the Town provides seventy-two (72) hours' written notice as provided in Section 5.1(B) above.
- 5.5. Access - Every Tenant of a Rental Unit shall give the Owner thereof or the Owner's Representative access to any part of such dwelling or Rental Unit or its premises at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this Ordinance.
- 5.6. Inspection Fee –
- A. Initial Inspections - For any Initial Inspection, the Town shall charge the Owner of the Rental Unit a fee of \$175.00 ("Inspection Fee"). Inspection Fees for Initial Inspections are due at the time the Owner submits its Initial Registration in accordance with Section 4.4 above. However, in the case of a Rental Unit that meets the requirements for an exemption under Section 5.3, the Town may not impose any Inspection Fee pertaining to the inspection of that Rental Unit.
 - B. Reinspection – If after conducting an Initial Inspection, the Inspection Officer determines that a reinspection is necessary, the Town shall charge the Owner of the Rental Unit an additional fee of \$75.00 per re-inspection ("Re-Inspection Fee"). The Re-Inspection Fee is due within thirty (30) days of the Owner's receipt of the notice of re-inspection. The

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Reinspection Fee must be paid to the Town prior to issuance of the Certificate of Occupancy.

- C. Complaint-Based Inspections – The Town will not charge an inspection or reinspection fee for Complaint-Based Inspections.

- 5.7. Inspection Certificate - The Planning Department issue to the Owner of every registered and inspected Rental Unit an Inspection Certificate as proof that the unit passed inspection. The Inspection Certificate shall be valid until the next inspection.
- 5.8. Violation Notice - If an Inspection Officer finds that a Rental Unit or any part thereof fails to comply with any standard set forth in this Ordinance, any other ordinance of the Town of Whitestown, or any statute of the State of Indiana, they shall give notice of the alleged violation to the Owner of the Rental Unit (the "Violation Notice"). The Violation Notice shall reasonably describe the violation found. The Violation Notice shall further specify the date by which the violation must be corrected.
- 5.9. Service of Violation Notice -The Violation Notice shall be served upon the Owner or the Owner's ~~R~~representative, and the Tenant of the Rental Unit. The Violation Notice may be served by any of the following methods:
- A. Sending a copy of the Violation Notice by registered or certified mail to the address of the Owner and/or Tenant as reflected on the Registration Form;
 - B. Delivering a copy of the Violation Notice personally to the person to be notified; or
 - C. Leaving a copy of the Violation Notice at the address of the Owner and/or Tenant as reflected on the Registration Form.
 - D. In the event that service cannot be obtained by foregoing methods, the alternate means of service described in Ind. Code § 36-7-9-25 may be used.
- 5.10. Curing Violations - A Rental Unit that the Inspection Officer finds to be unsafe or uninhabitable shall be repaired so that it meets acceptable standards within fifteen (15) days of the Violation Notice. Any other violations shall be repaired within thirty (30) days of the Violation Notice. Failure to cure a violation shall result in a violation of this Ordinance. The Town Planning Director may extend the period for cure for good cause.
- 5.11. Reinspection - Upon termination of the applicable notice period as provided in Section 5.10 above, the Town may reinspect the property and charge a Reinspection Fee for any and all such reinspections as provided in Section 5.6(B) above.

Section 6. Penalties for Violation

Any violation of any provision of this Ordinance shall subject the violating party to a fine not to exceed five hundred Dollars (\$500.00). Each day that a violation continues or remains uncured shall constitute a separate offense.

Section 7. Severability

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The provisions of this Ordinance are severable, and the invalidity of any phrase, clause or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

Section 8. No Third Party Beneficiaries

This Ordinance does not and is not intended to confer any rights or remedies upon any Owner, Owner Representative, Tenant, or any other third party.

Section 9. Other Ordinances

All ordinances and parts of ordinances inconsistent or in conflict with the terms of this Ordinance are repealed to the extent of such inconsistency or conflict. Nothing in this Ordinance shall repeal or otherwise alter the Town's Unsafe Building Code, or the Town's unseemly property ordinances.

Section 10. Effective Date

This Ordinance shall be in full force and effect thirty (30) after its passage, approval and publication according to the laws of the State of Indiana.