

**CITY OF BALCH SPRINGS**

**RENTAL AND MULTIFAMILY PROPERTY REGISTRATION AND INSPECTION  
ORDINANCE NO. 3273-23**

**AN ORDINANCE OF THE CITY OF BALCH SPRINGS AMENDING THE CITY'S RENTAL PROPERTY INSPECTION PROGRAM TO INCLUDE MULTIFAMILY HOUSING BY AMENDING CHAPTER 38, "HEALTH AND SANITATION," ARTICLE V, "RESIDENTIAL RENTAL PROPERTIES," OF THE CITY OF BALCH SPRINGS CODE OF ORDINANCES TO ADD NEW DEFINITIONS, MULTIFAMILY PROPERTY REQUIREMENTS, PROCEDURES FOR REGISTRATION AND INSPECTION OF MULTIFAMILY RENTAL DWELLING UNITS, FEES APPLICABLE THERETO, AND PROVISIONS FOR RE-INSPECTIONS, COMPLIANCE, AND ENFORCEMENT; AND PROVIDING FOR RESERVATION OF RIGHTS, SEVERABILITY, REPEAL OF CONFLICTS, PUBLICATION, AN EFFECTIVE DATE, AND OPEN MEETING.**

**WHEREAS**, the City Council of the City of Balch Springs ("the City Council") has heretofore adopted Article V of Chapter 38, titled "Residential Rental Property" in order to provide for inspection of rental units in the City for the purpose of improving housing conditions in the City, requiring inspections of rental housing dwelling units to determine if such premises comply with requirements that are intended to prevent the endangerment or impairment of the health and safety of a tenant; and

**WHEREAS**, it is the opinion of the City Council that the rental property inspection program should be expanded to include and apply to multifamily properties and units, including apartment housing, complexes, and buildings; and

**WHEREAS**, the City Council finds that the same reasons and bases for adoption of the rental property inspection program applies equally to multifamily properties; and

**WHEREAS**, the fees that will be imposed related to the Multi-Family Registration and Inspection Program are intended to recover the City's costs associated with the program and are not intended to raise revenues for other purposes; and

**WHEREAS**, the City Council adopts this ordinance in order to protect and promote the health, safety and welfare of the City of Balch Springs and its citizens;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BALCH SPRINGS, TEXAS, that:**

**SECTION 1. Legislative Intent.** The foregoing recitals are hereby adopted as the legislative intent of the City Council in the adoption of this Ordinance and are incorporated herein for all purposes.

**SECTION 2. Amendment.** Chapter 38 of the Code of Ordinances of the City of Balch Springs, entitled “Health and Sanitation,” is hereby amended by repealing Article V in its entirety and replacing it with a new Article V, titled “Residential and Multifamily Rental Property,” which shall read in its entirety as follows:

## **ARTICLE V**

### **Residential and Multifamily Rental Property**

#### **Sec. 38-601. Declaration of Purpose**

The City Council finds that the establishment of a Residential and Multifamily Rental Registration and Inspection Program is necessary to protect the public health, safety, and welfare of tenants by encouraging the proper maintenance of rental housing, by identifying and requiring correction of substandard housing conditions, and by preventing conditions of deterioration and blight that could adversely impact the quality of life in the City of Balch Springs.

#### **Sec. 38-602 Definitions**

For purposes of the chapter, the following terms, phrases and words shall have the meanings given below:

(a) “Certificate of Compliance” means the document signed and dated by a Qualified Rental Housing Inspector and submitted to the City as the result of an inspection conducted by a city inspector that certifies that the rental housing property that was inspected complies with the requirements of the Residential and Multifamily Registration and Inspection Program and are not in a condition that endangers or impairs or could endanger or impair the health and safety of a tenant.

(b) “Change of Tenancy” means a change in the identity of every person or persons who are renting or occupying a rental housing dwelling or unit.

(c) “Director” means the employee of the city authorized by the city manager to supervise the Residential and Multifamily Registration and Inspection Program, or his or her designee.

(d) “Inspections/Permits and Emergency Management Inspections/ Department” means the department or division of the city designated by the city manager to administer the provisions of this chapter.

(e) “Inspector” means any employee of the city authorized by the city manager to conduct inspections in accordance with the provisions of this chapter.

(f) “Landlord” means a person who acts as a lessor of one or more rental or multifamily housing dwelling or unit, whether as an owner or an agent of an owner. The term does not include a broker, manager, or other person who earns compensation as a result of rental housing units but who is not a lessor.

(g) “Manager” means the person responsible for leasing and collecting the rents for any rental housing property and /or is also in charge of the property.

(h) “Occupant” shall mean any person residing, living or sleeping in a rental housing unit.

(i) “Owner” means the owner of record of a rental housing unit, property or dwelling.

(j) “Rent” means to grant the possession or enjoyment of, in exchange for money or items of monetary value any other consideration.

(k) “Rental Housing Property” or “Rental Housing Unit” means a parcel of real property, as shown on the latest equalized tax assessment roles as maintained by the assessor of the county of Dallas, upon which a rental housing unit is maintained that is typically rented for residential occupancy for a period of one month or more, and which includes the following:

1. “Apartment building,” which means a structure containing two (2) or more self-contained groups of common rooms which are designed, constructed and used as dwelling units.
2. “Apartment Complex,” means one (1) or more apartment buildings under common ownership or management which are situated on one (1) lot or adjacent lots and operated or managed as a single entity.
3. “Lodging House or Dwelling House,” which means a building, including a former single-family residence, that has been divided or subdivided into multiple rental dwelling units or one rental dwelling unit in addition to one or more owner-occupied dwelling units.
4. “Multifamily dwelling unit” which means a rental dwelling unit located in an apartment building or apartment complex.

5. “Non-multifamily dwelling unit” which means a rental dwelling unit that is not part of an apartment building, apartment complex
6. “Rental dwelling unit” means any room or group of rooms which are used for the purpose of human habitation.

The term includes single family dwelling units, duplex units, townhome units, and HUD manufactured homes, industrialized housing, or mobile homes being used as rental property, accessory structures and facilities incidental to use of rental housing property including but not limited to, yards, courts, parking areas, storage buildings, offices, maintenance buildings, equipment buildings, mail rooms, laundry facilities, swimming pools, spas, ponds, wells, cabanas, play rooms and play yards, recreational and picnic facilities, public assembly rooms, garages, carports, fences, walls, and all other similar buildings, structures, and facilities on the premises.

The term shall not include hotels, motels, bed and breakfasts, or congregated residences. The term shall not include dwelling units which are owner-occupied. Owner-occupied units shall not count toward overall unit count.

(l) “Tenant” means a person that rents and occupies a rental housing unit.

### **Sec. 38-603 Fees**

**Fees are hereby** established to be imposed upon the owners of multifamily rental housing dwelling properties as follows

- (a) Rental property registration program fee. A fee applicable to a non-multifamily dwelling unit that is established for the administration and implementation of the provisions of this Article, in an amount to be specified in the City’s fee schedule, payable per dwelling unit at the time of registration and registration renewal.
- (b) Multifamily rental property registration program fee. A fee applicable to a multifamily dwelling unit that is established for the administration and implementation of the provisions of this Article, in an amount to be specified in the City’s fee schedule, payable per multifamily dwelling unit at the time of registration and registration renewal.
- (c) Re-inspection fee. The fee shall be imposed when a third (3rd) inspection is required under Section 38.605 or re-inspection is conducted pursuant to this Article. The fee shall pay for the costs of the additional inspection. A fee of and not to exceed \$50 fifty dollars shall be imposed.

### **Sec. 38-604 Registration**

- (a) No person shall engage in the business of providing rental housing property or units to a tenant or prospective tenant an owner or landlord of a rental housing property unless:

1. Each rental housing unit is registered with the city and obtains a certificate of occupancy;
  2. The rental housing registration program fee is paid for each rental housing unit when payment is due;
  3. Each rental housing unit is registered with the city when the owner of the unit submits the following to the Inspections/Permits and Emergency Management Department:
    - A. A completed registration form made available by the city which contains the following information:
    - B. A Description of the multi-family rental housing property, including but not limited to its street address and, if applicable, unit number;
    - C. Number and description of all occupied and unoccupied units on the rental housing property;
    - D. Name and current contact information for the owner of the rental property;
    - E. Name and current contact information for the contact representative and property manager as described in section 38-612; and
    - F. Any other information as reasonably required by the director.
  4. The applicable rental housing registration program fee(s) or multifamily rental housing registration fee(s) described in section 38-603 have been paid;
  5. Any applicable unit re-inspection fee, as described in the City's Fee Schedule has been paid;
  6. Any other outstanding fees that were previously imposed on the applicable property pursuant to this chapter have been paid.
- (b) It is unlawful for any person to knowingly make a false statement of fact or knowingly omit any information that is required to register rental housing unit pursuant to this section.
- (c) Registration shall be immediate upon program implementation and valid for a period of one (1) year or until one of the following:
1. The owner or landlord fails to notify the housing inspections division of the Inspections/ Permits and Emergency Management Department of any change in the information submitted pursuant to subsection (a)(iv) of this section, within ten (10) days of such change; or
  2. The owner or landlord fails to pay any fees established in this article when payment is due.
  3. Change of ownership

#### **Sec. 38-605. Inspections**

- (a) Rental housing properties and units are subject to inspection at the time that a change of tenancy occurs, as determined by the city according to requests for termination and initiation of water, wastewater, or other utility service at a rental housing property. Such inspections, as well as re-inspections, are for the purpose of determining whether the affected rental housing units comply with applicable provisions of the city's codes. Re-inspections shall be limited to matters identified in prior inspection or as provided in (b).
- (b) An inspection or re-inspection may be conducted in response to a legitimate complaint received from a tenant when, in the opinion of the city, such inspection or re-inspection is warranted.
- (c) The owner, landlord, or their designee shall be present at the rental housing property at the time of the inspection.
- (d) The time of the inspection or re-inspection shall be the time indicated in the notice issued pursuant to section 38-606.

#### **Sec. 38-606. Notice**

- (a) The city shall provide notice of the date and time of any inspection or re-inspection to be conducted pursuant to this Article, at a time and in a manner that will minimize interference with the owner or landlord's management of the rental housing property. In the case of multiple owners of the same property, notice to any one of the property owner's is sufficient notice.
- (b) Such notice may be provided at the time of a change of utility service, but an owner or landlord shall not allow a change of tenancy to occur prior to the city having conducted the inspection described in this Article.

#### **Sec. 38-607. Entry**

If the owner or landlord fails to make the property available for inspections, the building official may inspect the exterior of the property from the public right of way. If the owner does not consent to an interior inspection the building official shall obtain an administrative search warrant prior to entering the property.

#### **Sec. 38-608. Inspections, fees, and penalties related to non-compliance**

- (a) If, during an inspection conducted pursuant to this chapter, an inspector discovers that the property is in violation of this code or any other applicable law and the owner or landlord fails to correct the identified violations within ten (10) days of the inspection, the city may require an additional inspection of the property in accordance with this chapter, to ensure continued compliance. A re-inspection fee shall be imposed for a third inspection required pursuant to this subsection.

- (b) In addition to requiring an additional inspection pursuant to subsection (a) of this section, the city may commence enforcement action in accordance with any applicable provision of this code of ordinances.
- (c) Every person, firm, or corporation who shall violate any provisions of this Article shall be guilty of a Class C misdemeanor and, upon conviction thereof, shall be punished by a fine up to \$500. Each day that a violation exists shall be deemed a separate offense.
- (d) In the event any of the violations require a re-inspection, then a re-inspection fee of fifty dollars (\$50.00) shall be paid prior to the third re-inspection.
- (e) In the event that a landlord or owner fails to allow an inspection, fails to attend an inspection, or provides access to a rental housing unit that is not vacant, is unsanitary, or which otherwise contains personal property and items that make it difficult or impossible to conduct an inspection, the landlord or owner shall be guilty of a Class C misdemeanor, in addition to any other violation of this chapter, punishable by a fine of not to exceed five hundred dollars (\$500.00). Each day that a violation exists shall be deemed a separate offense.

#### **Sec. 38-609. Inspection Results**

- (a) Any non-compliance with city codes identified in an inspection that an owner or landlord is required to bring into compliance shall be limited to matters over which the owner or landlord has legal authority to affect.
- (b) Upon completion of an inspection conducted pursuant to this Chapter by the city, the housing inspector or designee shall provide the owner or their designee with a copy of the written results of the inspection along with a certificate of compliance letter.
- (c) The owner, landlord, or their designee shall provide a copy of the certificate of compliance letter to the occupants of the rental housing unit inspected.
- (d) Inspection of property that is vacant for a period of time thereafter shall continue to be valid for one year.

#### **Sec. 38-610. Nonexclusively**

None of the inspection provisions contained in this chapter shall prohibit condition or otherwise limit any inspection conducted pursuant to any other provision of this code or other applicable law.

#### **Sec. 38-611 Local Contact Representative or Owner's Designee**

All owners or landlords of rental housing properties shall designate a contact or designee with full authority to act on behalf of the owner for all purposes under this chapter, including the acceptance of service of all notices from the city.

### **Sec. 38-612 Owner Responsibilities-Minimum Standards and Violations**

(a) The following shall be considered a violation of this Article:

1. The existence or maintaining of a condition, facility, or structure that is dangerous or which may prove detrimental to the health or safety of minors, whether in a building, on the premises of a building or upon an occupied lot of rental housing property, including but not limited to any abandoned or open wells, shafts, basements, septic tanks, or excavations; abandoned refrigerators or motor vehicles; structurally unsound fences or structures; or any lumber, trash, fences, debris or vegetation that may prove to be a hazard to minors.
2. A condition, facility, or structure that is dangerous to human life or is detrimental to health, safety and welfare of a person.
3. Overcrowding a room with occupants.
4. Insufficient ventilation or illumination.
5. General uncleanliness.
6. A condition that renders air, food, or drink unwholesome or detrimental to the health, safety, and welfare of human beings.
7. An abandoned structure, basin chamber, pool or tank located indoors or outdoors containing an artificial body of water intended to be used for swimming, diving, or recreational bathing, including spas, or hot tubs, which becomes unfit to be used for the purpose intended.

(b) The owner shall present evidence that the multi-unit complex has been sprayed and treated for insects, rodents, and vermin, within the preceding six (6) months by a person licensed under the Texas Structural Pest Control Act.

(c) An owner shall:

1. Provide an adequate number of solid waste receptacles or containers on the premises and provide adequate removal services.
2. Keep the doors and windows of a vacant structure or dwelling



unit properly secured, to prevent unauthorized entry.

3. Not store junk, junked or wrecked vehicle or parts thereof on the premises.
4. The owner must also certify that all dwelling units are equipped with a smoke detector that complies with the applicable state law at the time of leasing the unit.
5. All apartment complexes shall have functioning interior and exterior lighting in all areas accessible to the general public including, but not limited to, common areas and parking lots.
6. Emergency numbers. The names of designated employees or other authorized persons who shall be assigned to respond to emergency conditions, and a telephone number where employees can be contacted during any twenty-four-hour period. The sign shall be prominently displayed in exterior, publicly accessible areas of the complex. If the complex has an on-site management office, one (1) sign shall be posted on the exterior of the office.

### **Sec 38-613 Utility Standards**

The owner shall:

- (a) Provide and maintain, in operating condition, connections to discharge sewage from a structure or land into a public sewer system when available.
- (b) Provide and maintain a supply of hot water of a constant minimum temperature of one hundred ten degrees Fahrenheit (120F), within each dwelling unit.
- (c) Provide and maintain electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures and comply with the electrical code of the City of Balch Springs, as it now exists or may hereinafter be amended.
- (d) Maintain all electrical, plumbing, heating and other facilities supplied by the owner in good working condition.
- (e) If a fixed air conditioning system is furnished, it must be designed to cool to a twenty-degree differential between inside and outside temperatures, or at least seventy-eight (78) degrees Fahrenheit. If mechanical air conditioning is not supplied, there shall be insect screens attached to all windows and doors as provided, and must have cross-air ventilation.

**SECTION 3. Reservation of Rights.** All rights and remedies of the City of Balch Springs are expressly saved as to any and all violations of the provisions of any other ordinance affecting the streets and roadways of the City which existed at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, the same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 4. Severability.** It is not the intention of the City of Balch Springs, City Council to enact any provision of this Ordinance in regard to which Federal or State law preempts the City's authority, and it is hereby declared that if any section, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or otherwise illegal by the valid judgment or decree of any court of competent jurisdiction, such event shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this, since the same would have been enacted by the City Council without such unconstitutional or illegal phrase, clause, sentence, paragraph, or section.

**SECTION 5. Conflicts.** This Ordinance shall be cumulative of all provisions of ordinances of the City except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. Nothing contained in this Ordinance generally or this chapter specifically shall be construed to allow the violation of any residential deed restriction.

**SECTION 6. Publication.** This Ordinance shall become effective immediately upon adoption and the penalties and fines herein shall become effective as of the date of its publication as required by Chapter 52, Local Government Code. The City Secretary is hereby directed to cause the caption of this Ordinance to be published in the manner required by law.

**SECTION 7. Open Meeting.** The City Council hereby finds and determines that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**ADOPTED, PASSED, AND APPROVED** this, the 25<sup>th</sup> day of September 2023, by a vote of the City Council, City of Balch Springs, Texas.

**City of Balch Springs**

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Carrie F. Gordon, PhD, Mayor

**Attest:**

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Cindy Gross, City Secretary