



Building A Better Community

RE: Basic Housing Standards

Dear Resident;

As a citizen of the City of Hopkinsville you should be aware of your rights and responsibilities as a property owner or tenant. Attached is a Checklist of Basic Housing Standards as well as a Rental Housing Guide, and a Complaint/Inspection Consent form. These standards can be found in detail within the Hopkinsville Basic Property Maintenance Code, Chapter 163 of the Hopkinsville Code of Ordinances.

When a complaint is observed or received by a Basic Property Maintenance Code Officer regarding a violation concerning your residence, a Notice of Violation will be sent to the property owner. In the case of a rental property a courtesy letter will also be sent to the tenant, making them aware of the violation.

Once a property owner receives a Notice of Violation the owner/property manager will be given seven (7) days to cure the violation. The inspector may give additional time if he feels it is warranted. If the violation is not remedied within the time allowed, a citation will be issued to the property owner.

If you, as a tenant, believe that a violation(s) exists in your residence or you have received the courtesy letter of violation there is a procedure that must be followed in order to file a complaint. To file a complaint you must first inform the landlord in writing of the violations you believe exist at this rental property. The landlord must be given seven (7) days to respond to the letter before you may file a complaint with a Code Enforcement Officer or other governmental agency. It's highly recommended that you keep a copy of the letter to the landlord for your records and to provide to the Code Enforcement Officer.

In February of this year the Hopkinsville City Council amended the Basic Property Maintenance Code ordinance to include a section to prohibit retaliation by landlords.

The ordinance specifically states:

It shall be unlawful for a landlord to retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for possession after the tenant has made a "good faith complaint" to a Code Enforcement Officer or other governmental agency of a violation of this Chapter applicable to the rented premise.

For more information please contact Community and Development Services at (270)887-4285

Sincerely,



Steven Bourne, AICP, Director

Attachments

CC: Mike Ousley

File

Correspondence

CITY OF HOPKINSVILLE
Basic Housing Standards Checklist

Address _____ Apt. # _____ Date : _____ Time: _____ AM/PM
Owner _____ Phone _____
Billing Address _____ State _____ Zip _____
Tenant _____ Phone _____

Exterior Property Area

- Sidewalks and driveways are in good repair and free of hazardous conditions. PMC 302.3
- Accessory structures are in good condition. PMC 302.7

Exterior Structure

- Assigned street numbers are visible from the street & each unit of a multi-tenant structure. PMC 303.3
- Structural members are in sound condition including decorative features and overhangs. PMC 303.4, 303.8
- Foundation walls are free of open cracks and appear to be in sound condition. PMC 303.5
- Roof is in sound condition and does not appear to be leaking. PMC 303.7
- Exterior stairs, decks, porches, and balconies are free of hazardous conditions and are structurally sound. PMC 303.10
- Doors and hardware are in good condition and operate easily. PMC 303.15

Interior Structures

- Unit has minimum plumbing facilities in good working order, properly connected to an approved water supply & sewage system. (Bathtub or shower, lavatory, kitchen sink, and water heater). PMC Chapter 5
- Heating facilities are in good working order and properly vented if gas appliance. PMC Chapter 6
- Unit has minimum electrical facilities, maintained in a safe operating condition. Light fixtures installed properly and where required. PMC 402
- Exit way is unobstructed and provides a safe passage to the exterior. PMC 702
- Handrails are installed on stairs with more than 4 risers and guard rails on surfaces more than 30 inches above finished floor/grade and in sound condition. PMC 304.5 ___ interior ___ exterior
- Smoke detectors are installed in sleeping areas also the immediate vicinity of the sleeping areas and one per floor, including basements. PMC 704.2, 704.3, 704.4
- Smoke detectors tested and working properly. PMC 704.1
- Unit complies with minimum area per occupant requirements. PMC 404
- Openable windows are operable and will hold open positions. PMC 303.13.2

Please read and sign the enclosed Complaint/Inspection Consent Form; mail to Community and Development Services,
P.O. Box 1125, Hopkinsville KY 42241 or deliver to 710 South Main Street. (270-887-4285)

Comments: _____

*All references refer to Chapter 163 (Property Maintenance Code) of the City of Hopkinsville Code of Ordinance

OFFICE OF ATTORNEY GENERAL: RENTAL HOUSING GUIDE

THE LEASE

A lease is a binding, legal agreement. It usually spells out the obligations of a landlord and a tenant to one another. Although the lease may limit you in some ways, it can offer protection you would otherwise not have. Insist on a written lease. Read the lease carefully and do not sign it until you fully understand all obligations. The lease should contain a description of the premises; the length of time the lease is to be in effect; the name and address of the landlord or owner and who receives legal notices on his/her behalf; the amount of the rent, its due date, where it should be paid and any associated late charges; termination requirements; the landlord's rules and regulations; and responsibilities for utility payments.

THE SECURITY DEPOSIT

The security deposit serves as insurance to the landlord that the unit will be inhabited for a set period of time. Usually, it serves as a damage deposit too. Before paying a deposit, which sometimes equals one or two month's rent, ask the person in charge:

- the exact amount of the deposit
- the purpose of the deposit
- what conditions will affect its refund
- when the refund will be made.

GUIDELINES TO AVOID PROBLEMS

The following is a list of five basic guidelines to help avoid problem areas renters sometimes encounter:

1. Know the rental situation before you sign. Ask who will be responsible for repairs. Find out how and where to contact that person, day or night. Be aware of any rules on painting and papering walls, hanging pictures, allowing pets and noise restrictions.
2. Read the lease carefully. Some contracts may limit your rights under state law. Ask questions before you sign. Make changes if necessary (and if possible) and have the landlord initial the changes along with your own initials. Keep copies in a safe place. Do not rely on verbal promises.
3. Before renting, you and your landlord should inspect the apartment/house together. Take pictures and/or make a checklist of all pre-existing damages and poor conditions which could later be charged to you. Both of you should sign and date the checklist and you each should keep a copy. If your landlord will not agree to this, have another person perform this job and have the list notarized. The return of your security deposit could depend on having an accurate checklist.
4. Try to maintain good relations with your landlord. Before reporting problems to authorities, discuss them with the landlord. If he/she will not help you, at least you have tried to cooperate and improve the situation on your own.
5. Report problems immediately to the landlord or manager. Minor problems are repaired more easily before they become major ones. In addition, the sooner problems are acknowledged, the less time you should have to live with them. Remember to keep accurate records.

TENANT RESPONSIBILITIES

As a tenant of rental property, you have some basic responsibilities to:

- pay rent on time
- abide by the landlord's rules and regulations
- keep your unit as clean and safe as possible
- not damage or remove parts of the property
- respect your neighbors' rights to peace and quiet

MOVING

Always give the landlord written notice of your plans to move. Follow the requirements stated in the lease. If you have no lease, or if it states no requirement, give 30 days written notice if you pay monthly and seven days written notice if you pay weekly. The landlord may have the right to keep your security deposit, depending on the terms of the lease. He/she may also have the right to demand that you make future rent payments due under the lease. The landlord has these options, if it is stated in the lease.

EVICTION

Remember that withholding your rent can be considered nonpayment and may subject you to eviction. If you fail to pay rent on time or break any rules of the landlord or provision of the lease, the landlord can go to court and may get an eviction notice. The landlord must inform you first of this intention. If you receive an eviction notice, consult an attorney immediately. You may go to court and explain your situation. If you have not lived up to the lease and/or have not paid your rent on time, you probably will not be allowed to remain in the apartment/house. The landlord cannot, however, remove your possessions without a court order.

RIGHT TO ENTRY

Your landlord has the right to enter your apartment/house for several reasons. They are:

- to make repairs
- to provide maintenance
- to show the property to prospective renters or buyers

Since you occupy the premises, you have a right to privacy. The landlord should come at times convenient to you.

SUBLETTING

Many leases forbid you from subletting. To sublet is to allow someone else to occupy your apartment and pay rent while you are bound by the terms of a lease. If you are able to sublet and wish to, you may be responsible if the person you sublet to doesn't pay the rent or damages the property.

DISCRIMINATION

You cannot be denied housing on the basis of race, color, religion, sex, national origin, handicap, or familial status. However, there are some exceptions. You may contact the Kentucky Commission on Human Rights for more information.

The U.S. Office of Housing and Urban Development (HUD) offers the following signs of possible discrimination:

- You are told the unit you wish to rent is not available when it really is.
- You are offered different rental terms or conditions from those offered someone else.
- You are being directed to rent in a particular neighborhood in order to keep people of your particular race, color, religion, sex, or national origin from obtaining a unit in a certain area.

If you feel you have been discriminated against, call HUD's toll-free number 1-800-669-9777; or call the Kentucky Commission on Human Rights at 1-800-292-5566. These agencies can assist you in filing a complaint.

SAMPLE LETTER FROM TENANT TO LANDLORD

Today's Date: _____

Landlord/Property Manager: _____

Landlord/Property Manager Address: _____

RE: Possible Basic Property Maintenance Code violations at _____

To Whom It May Concern:

I, _____, am the legal Tenant at _____. I am sending this notification in regards to the possible violations of the Basic Property Maintenance Code, Chapter 163 of the City of Hopkinsville Code of Ordinance. The specific concerns that I have are as follows:

This letter is being sent as a good faith attempt to resolve any substandard property issues that are at the reference property. I have contacted building officials at Community and Development Services, and they are aware of the complaints that have been made.

Please repair the listed concerns or contact me within seven (7) days of receipt of this letter with a schedule on when these possible violations can be remedied. Thank you for your commitment to ensuring a decent, safe housing stock in the City of Hopkinsville.

Sincerely:

Tenant at _____