

Introduced by: Councilwoman Lorraine Gorman  
Introduced on: February 7, 2018

**Ordinance No. 17-05**

**AN ACT TO PROVIDE FOR RENTAL PROPERTY REGISTRATION, INSPECTION, AND TO ESTABLISH VIOLATIONS AND PENALTIES FOR THE SAME WITHIN THE TOWN OF TOWNSEND.**

The purpose and intent of this Ordinance is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of dwellings operated for lease to the public. The health, safety and welfare of the occupants of the dwellings are of the utmost importance to the town, as is the general community character in which these dwelling units are located.

**BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF TOWNSEND** (a majority of the members elected thereto concurring therein):

**Section 1.** Amend Chapter 14 of the Code of Ordinances of the Town of Townsend by inserting a new Section, 14-127, therein to read as follows:

**DEFINITIONS**

*For the purpose of this Ordinance, the following terms and words shall be defined as follows:*

*Authorized agent* – The person or company that is available on a twenty-four-hours-a-day, seven-days-a-week basis and who has been registered with the Town of Townsend as being authorized to accept service for any landlord of any inquiry, notice, complaint or violation regarding the health, safety and/or condition of a rental unit. In the event that a landlord is a non-resident individual or foreign artificial entity, then a registered agent may serve as the authorized agent but only so long as that person or company is available in the State of Delaware, or within a fifty (50) mile radius of the incorporated Town of Townsend on a twenty-four-hours-a-day, seven-days-a-week basis to address any inquiry, notice, complaint or violation regarding the health, safety and/or condition of the rental unit.

*Commercial or Industrial Property* – Any premises used for commercial or industrial purposes.

*Criminal activity* – Any crime classified by applicable law as a:

- (1) Felony,
- (2) Class A misdemeanor, or
- (3) Any of the following offenses: any drug offense defined by Title 16 Chapter 47 of the Delaware Code, and the following misdemeanors in addition to any class A misdemeanor, as defined by Title 11 of the Delaware Code: ss602-menacing, ss628-vehicular assault, ss7640indecent exposure, ss811-criminal mischief, ss812-graffiti, ss820-trespassing, ss821/2/3-criminal trespassing, ss1105-crime against a vulnerable adult, ss1106-unlawfully dealing with a child, ss1301-disorderly conduct, ss1313-malicious interference with emergency communications, ss1315-public intoxication, ss1321-loitering, ss1322-criminal nuisance, ss1323-obstructing of public passage, ss1341-lewdness, ss1342-prostitution, ss1343-patronizing a prostitute, ss1445-

unlawfully dealing with a dangerous weapon, ss1446-unlawfully dealing with a switchblade knife.

*Directly related to the owner* – Any person who is related by blood or marriage (i.e. “in-laws”) to the following degrees of kinship: husband, wife, father, mother, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, uncle aunt, niece, and nephew.

*Drug-relates criminal activity* – The illegal manufacture, sale, distribution, use, or possession of any illegal or controlled substance defined by Title 16 Chapter 47 as the same may be amended from time to time and in accordance with any future corresponding provision of law.

*Dwelling Unit* - A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

*Landlord* – Owner, lessor or sub-lessor of a rental unit or a managing agent for the owner, or any person authorized to exercise any management of a rental unit, including any person who is authorized to receive any rent or any part of the rent, other than as a bona fide purchaser, and who has no obligation to deliver any portion of that rent to another. It also shall mean any person held out by the owner or the landlord as the appropriate person to accept performance or any person with whom the tenant normally deals as a landlord.

*Owner* – Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

*Owner-Occupied Rental Unit* – A rental unit that is occupied in whole or in part by an individual whose name specifically appears on the deed for the property where the rental unit is located.

*Person* – An individual, corporation, partnership, or any other group acting as a unit.

*Premises* – A lot, plot or parcel of land, including the buildings or structures thereon.

*Rental property registration form* – An application provided by the Town of Townsend that must be completed for each rental unit that is subject to the regulation pursuant to this Chapter.

*Rental unit* – That portion of any house, dwelling unit, dwelling place, building or structure, which is rented, or leased as the home or residence of one (1) or more persons to the exclusions of all others.

*Residential rental property* – The entire property on or in which any rental unit is located. By definition, every residential rental property must contain at least one rental unit.

*Tenant* – A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

## **Article I - Rental license required; exceptions; application and fee.**

### **A. Rental License Required.**

No person shall lease, rent, occupy, or otherwise allow a rental unit within the Town of Townsend to be occupied, unless all of the following requirements have first been met:

1. A current rental license for the property is on file with the Town.
2. The owner of the rental unit shall have registered the rental unit with the Town, completing and filing a current registration form with the Town, as provided in this Ordinance.
3. Rental inspection shall have been completed and passed to the satisfaction of the Town.
4. All past due bills, fees, and assessments incurred at the property address (and any other owned address) owed to the town must be paid prior to a rental inspection being scheduled.
5. Rental Units must comply with and continue to comply with all ordinances and Codes of the Town of Townsend and the Delaware State Housing Code.

B. **Application.** Application for a rental license shall be on forms provided by the Town and signed by the owner(s) of the subject property. Such forms shall require, among other information:

1. Certification that the owner(s) will provide the tenant(s)/occupant(s) with written notice of the conditions of the occupancy agreement required by Article II below:

#### **Article II -Conditions of lease or occupancy agreement; crime-free lease requirement**

- A. Any agreement for occupancy of a rental unit shall be subject to the condition, which shall be incorporated into and made a material provision of the occupancy agreement, that the occupancy agreement shall be terminated by the owner for any of the following:
1. Occupancy by more persons than permitted under the Delaware State Housing Code.
  2. Two convictions of any occupant and/or user for Town Ordinance violations occurring within any three consecutive month period.
  3. Engaging in any use prohibited by the zoning code of the town after written notice of such violation from the Town;
  4. Using or permitting the use of the rental unit or common areas thereof for purposes of prostitution, gambling and/or any drug offense in violation of applicable state statute.
  5. A violation of the provisions of Section 14-127 Article II (B) of the Town code.
- B. Tenants, any members of the tenant's household, any guest, or any other person under the tenant's control, on or within 500 feet of the leased premises, shall not engage in criminal activity or drug-related criminal activity, any act intended to facilitate criminal activity or drug-related criminal activity, or permit the leased premises to be used for or to facilitate any criminal activity or drug-related criminal activity. All residential leases renewed or otherwise entered into after the effective date of this section shall include a written lease addendum, signed by the property owner and tenant, which shall include the following provisions: In addition to all other terms of the lease, property owner and tenant agree as follows:
1. The tenant, any member of the tenant's household, any guest, or any other person under the tenant's control, on or within 500 feet of the leased premises:
    - a. Shall not engage in criminal activity, including drug-related criminal activity.
    - b. Shall not engage in any act intended to facilitate criminal activity or drug-related criminal activity.
    - c. Shall not permit the dwelling unit to be used for or to facilitate any criminal activity or drug-related criminal activity.
  2. Any activity prohibited by this agreement shall constitute a substantial violation of the lease, material noncompliance with the lease, material breach of an obligation imposed upon tenants

by a municipal ordinance under 25 Del.C.ss5513 (a) (3) and grounds for termination of tenancy and eviction.

3. The landlord shall incorporate into the lease agreement the Town approved crime-free lease addendum.

4. A copy of the signed crime free lease addendum, together with a copy of the signed written lease, shall be submitted to the Town upon the request of the town manager.

5. In order to facilitate compliance with this section, copies of a suitable notice form shall be provided to owners by the Town and shall be provided by the owner to the occupant(s) at or prior to the time of entering into such occupancy agreement. Such notice is to be filled out in triplicate, with one copy being filed with the Town by the owner. Such notice shall specify the maximum number of occupants permitted in the rental unit. Failure of the owner to provide the occupants with a copy of such notice, failure of the owner to obtain the number of occupants and/or failure to file a completed copy of such notice with the Town shall constitute a violation of this article. Such information shall be deemed to be confidential information not available for public inspection.

### **Article III – License Fee**

The annual fee for a rental license shall be as set forth in the fee schedule (Chapter 1 Section 4 of the Code of Ordinances) **(\$50 per building and \$10 for each additional unit in the building)** per calendar year, payable in advance at time of application. Rental license fees are payable by the first day of each calendar year. Licenses applied for and paid for in December of any year shall be issued for the following calendar year.

### **Article IV - Registration**

A. **Registration Forms.** Registration shall be made upon forms furnished by the Town and shall require all of the following information: The street address of the rental unit(s), and parcel number; The number and classification of rental units within the rental property; The name of property owner, mailing address, business name, business address, Town of Townsend Business License # (if applicable), date of birth, business telephone number, emergency twenty-four-hours-a-day, seven-days-a-week contact phone number, and e-mail address of the responsible authorized agent designated by the owner; The name of authorized individual to make repairs or services for the authorized agent, mailing address, business name, business address, Town of Townsend Business license #, date of birth, business telephone number, mobile telephone number, and e-mail address of the person authorized to make or order repairs or services for the property, if in violation of Town codes or ordinances or State codes, if the person is other than the owner or the authorized agent;

**B. Accurate and Complete Information**

All information provided on the registration form shall be accurate and complete. No person shall provide inaccurate information for the registration of a rental unit, or fail to provide the information required for such registration. The registration form shall be signed by both the property owner(s) and the designated responsible authorized agent. Where the owner is not a natural person, the owner information shall be that of the president, general manager or other chief executive of the organization. Where more than one person has an ownership interest, the required information shall be provided for each such owner.

**C. Change in Registration Information or Transfer of Property.**

Except for a change in the registered authorized agent, the property owner of a rental unit registered with the Town shall re-register within thirty (30) calendar days after any change occurs in the registration information. If the property is transferred to a new owner, the new property owner of a registered rental unit shall re-register the rental unit within thirty (30) calendar days following the transfer of the property. Property owners shall notify the Town of any change in the designation of the registered authorized agent, including a change in name, address, telephone number, mobile telephone number, or e-mail address of the designated registered authorized agent within five (5) business days of the change. If a transfer of ownership occurs and there is a current passed Housing Code Inspection Report on file, and there have been no change of tenants or alteration to the property then the new owner will only be required to fill out a new registration form and pay any fees or assessments that are owed to the Town, and/or registration fee if required. If owner does not comply with this section, Administrative penalties will be followed in accordance with Article VIII.

**D. Registration Term and Renewals.**

Registration of a rental unit shall be effective for one (1) calendar year. The property owner shall re-register each rental unit with the town thirty (30) calendar days prior to the expiration of the registration of the rental unit. If within the calendar year there are any changes to the building, occupancy use, or ownership the property must be re-registered at that time. If owner does not comply with this section, administrative penalties will be followed in accordance with Article VIII.

**E. Responsible Authorized Agent.**

The designated responsible authorized agent shall be responsible for all of the following:

1. Operating the registered rental unit in compliance with all applicable Town ordinances and codes and State codes;
2. Providing access to the rental unit for the purpose of making any and all inspections necessary to ensure compliance with the applicable Town ordinances and codes; and State codes;
3. Maintaining a list of the number of occupants of each rental unit for which he or she is responsible; and
4. Accepting all legal notices or services of process with respect to the rental unit.

**Article V - Inspections**

Rental units shall be inspected and shall comply with the standards and provisions of the ordinances and codes adopted by the Town of Townsend.

- A. Except as provided in Article V, Section C, all rental units are required to be inspected by the Town, at the change of each tenant/lessee.
  1. All rental inspections must comply with the Town of Townsend's rental policy code and all other Town ordinances, procedures and rental inspection check list.

2. If the first inspection is in compliance with the Town's rental policy code and all other Town ordinances, policies and codes, this will be satisfactory for a passed Housing Code Inspection Report.
  3. If inspection is not satisfactory, further re-inspections will be charged as re-inspections.
- B. If a complaint is filed with the Town and upon determination of the Town that inspection of the rental unit is needed and the inspection is conducted, and is found to be in violation of the Town's rental property code; property maintenance code or any other Town ordinance(s) or codes, or State codes, therefore making the unit not compliant, there will be an inspection fee assessed, to the owner or authorized agent of the rental unit.
- C. The following rental units shall be exempt from inspections:
1. New rental units that have been issued a certificate of occupancy from the Town for newly constructed building(s) or a new renovated building(s) shall be exempt from the rental inspection for six (6) months from the date of issuance. All rental units must comply with the town of Townsend Rental property Code and all policy and procedures.
  2. Rental inspections are good for six (6) months from date of passed inspection; this is that the rental unit has not been occupied or altered within this time.
  3. Nothing in this subsection shall preclude the inspection of said rental units pursuant to Article 5 Section D below.
- D. Basis for Inspections. Inspections may be made to obtain and maintain compliance with the standards of this Ordinance based upon one of the following:
1. A complaint received by the Town or a State Agency, indicating that there is a violation of the standards or the provisions of any ordinance(s) or code(s) adopted by the Town of Townsend or any state code(s) or state law;
  2. An observation by the Town, the DSP, the Town of Townsend Fire Chief, or a State Agency, of a violation of the standards or the provisions of any ordinance(s) or code(s) adopted by the Town of Townsend or any state code(s) or state law;
  3. A report or observation of a rental unit that is unoccupied and unsecured or a dwelling that has been damaged in any way, or is considered to be unsafe;
  4. The registration, re-registration or certification of a rental unit as required by this Ordinance;
  5. The need to determine compliance with a notice violation, and/or an order issued by the Town.
  6. An emergency observed or reasonably believed to exist;
  7. Requirements of law where a rental unit is to be demolished by the Town or where ownership is to be transferred to the Town.
- E. Inspection Procedures.
1. Once the Town has determined that a rental unit is in compliance with all of the ordinances and codes adopted by the Town and state law, a passed housing Code Inspection Report shall be issued. The inspection shall then be valid for the period of time which that tenant is in the premises. A new rental inspection is required at each change of tenants/lessee.
  2. If, upon completion of an inspection, the premises are found to be in violation of one or more provisions of applicable town ordinances, codes, and or State codes, the Town shall provide the owner and/or authorized agent with written notice of such violation(s).

The Town shall set a re-inspection date by which time such violation(s) must be corrected. If at re-inspection such violation(s) have been corrected, the inspection shall be satisfied and a passed Housing Code Inspection Report shall be issued. If such violation(s) have not been corrected within that period, the Town may revoke the rental registration, and or business license, and may take any action necessary to enforce compliance with applicable town ordinances and codes and state codes. Administrative penalties will be followed in accordance with Article VIII.

3. Where a re-inspection must be made to ensure conformity with this Ordinance or before a passed Housing Code Report is issued for those rental units that have been issued violation(s), the Town will charge a separate re- inspection fee for every inspection after, if the violation(s) have not been corrected.
  4. If a rental inspection is scheduled and the owner or authorized agent fails to appear, this will count as the first inspection and must be paid in full before scheduling another inspection. Any other inspections that are to be made to pass the rental inspection shall be a separate fee.
  5. If there is a complaint filed on property with the Town, and the Town determines there is an inspection of the property needed, and the inspection of the property is conducted, the owner or authorized agent will be billed an inspection fee for this inspection. The owner and or authorized agent will be notified in writing of issues and or violations pertaining to the rental property that have been found. In the event that the complaint is of an emergency nature, as determined by the Town or the Fire Department or a State Agency, it will require immediate compliance with all applicable Town ordinances, codes, and State codes. If the complaint is not of an emergency nature, the Town shall set a re-inspection date by which such violation(s) must be corrected. If a violation is not corrected by the property owner/authorized agent as required by this Ordinance, the Town may revoke the rental registration, and or business license and may take any action necessary to enforce compliance with the applicable Town ordinances, codes and State codes. Administrative penalties will be followed in accordance with Article VIII.
  6. Where a re-inspection must be made due to a complaint to ensure conformity with this ordinance and all Town codes or state codes for those rental units that have been issued a violation(s), the Town will charge a separate inspection fee for every inspection after if the violation(s) have not been corrected.
  7. If an inspection is initiated by a complaint and no violation is found to exist, no inspection fee will be assessed against the owner of the inspected rental unit in compliance.
- F. Transfer of Ownership Inspections
1. When there is a transfer of ownership of any rental unit(s), including an owner-occupied rental unit, and a current rental registration, and a passed housing Code Inspection Report exists for the unit(s), and there have been no change of tenants or lessee, then the Town shall waive the rental inspection. The new owner shall comply with the requirements of Article IV Section C of this Ordinance by re-registering the rental unit(s) within thirty (30) calendar days following the transfer of the property. If

owner does not comply with this section, Administrative penalties will be followed in accordance with Article VIII.

2. When there is a transfer of ownership of any rental unit, including an owner-occupied rental unit, and a current passed Housing Code Inspection Report does not exist for the unit, then the Town shall conduct an inspection within twenty (20) calendar days following the notification of the transfer of ownership as required by Article IV Section C. The owner/authorized agent is responsible for scheduling this inspection. If a violation(s) of this ordinance or any other Town ordinance, code or State code or law are found, a failed Housing Code Inspection Report will be given and the Town shall set up a re-inspection date that the violations must be corrected by. Administrative penalties will be followed in accordance with Article VIII.
3. If ownership of any rental unit is transferred contrary to Article IV Section C of this section, or if the owner fails to re-register a rental unit as required by Article IV Section D of this ordinance, the rental unit registration, and the passed Housing Code Inspection Report shall be deemed to expire within thirty (30) days of the transfer unless appropriate steps are taken to obtain a rental unit registration and required rental inspections. If owner does not comply with this section, Administrative penalties will be followed in accordance with Article VIII.
4. Within thirty (30) calendar days of the transfer of ownership of a rental unit, the new owner shall notify all residents of said unit(s) which undergoes a transfer of ownership while the individuals are residing in that unit, including an owner-occupied rental unit, of the transfer of ownership.

#### **Article VI – Inspection Fees.**

- A. Mayor and Council of the Town of Townsend shall establish by resolution an appropriate fee for inspections. (will be shown in fee schedule as \$75 for a SF home and \$50 per rental unit for 2 or more units. Re-inspection fee of \$70 to be consistent with other re-inspection fees).
- B. If the first inspection is in compliance with the Town’s Rental Property Code and all other Town ordinances, codes, and State codes, this will be satisfactory for the issuance of the passed Housing Code Inspection Report.
- C. Where a re-inspection must be made to ensure conformity with this rental property code before a passed rental inspection is issued, the Town will charge a separate re-inspection fee for every inspection thereafter when the violation has not been corrected.
- D. Where an inspection must be made due to a complaint with the Town, to ensure conformity with this rental property code and all adopted Town ordinances, codes, and State codes for those rental units, the owner/or authorized agent will be billed an inspection fee(s) for the inspection (s).
- E. If an inspection is initiated by a complaint and no violation is found to exist, no inspection fee will be assessed against the owner of the inspected rental unit in compliance.
- F. If a rental inspection is scheduled and the owner or authorized agent fails to appear, the inspection fee will be assessed and must be paid before rescheduling the inspection. Any other inspections that are to be made to pass the rental inspection shall be a separate fee, and must be paid in full before scheduling another inspection.

## **Article VII - Maintenance of records**

- A. All records, files and documents pertaining to the Rental Registration and Inspection Program shall be maintained by the Town and made available to the public as required by State Law.

## **Article VIII - Administrative Penalties**

Notwithstanding any other section of this chapter, any person who is found to have violated any provision of this Chapter or directive of the Town of Townsend shall be assessed administrative penalties in the following amounts:

- A. Failure to properly register rental unit with the Town of Townsend:
  - 1. First Violation: The total amount of the penalty shall be \$150, for any rental unit not properly registered. Failure to register rental unit(s) within ten (10) days of receiving the \$150 penalty shall result in a \$10-per-day penalty for each unit(s) thereafter not properly registered. The per-unit penalty shall accumulate on a daily basis until such penalty is paid.
  - 2. Any time after a property owner/authorized agent is subject to the "First Violation" provisions stated in Article VIII Section A-1 above, failure to properly register, or re-register; each rental unit shall be subject to a \$150 penalty. Failure to register, or re-register, rental unit(s) within ten (10) days of receiving the \$150 penalty shall result in a \$10-per-day penalty for each unit thereafter not properly registered. The per-unit penalty shall accumulate on a daily basis until such penalty is paid.
- B. Failure to timely update information required on the rental property registration Form:
  - 1. First Violation: The total amount of the penalty shall be \$150 regardless of the number of rental units that have not been properly updated. Failure to update registration of rental unit(s) within ten (10) days of receiving the \$150 penalty shall result in a \$10-per-day penalty for each unit(s) thereafter not properly updated. The per-unit penalty shall accumulate on a daily basis until such penalty is paid.
  - 2. Any time after a property owner/authorized agent is subject to the "First Violation" provisions stated in subsection B1 above, failure to properly update a rental unit(s) shall be subject to a \$150 penalty. Failure to update registration on a rental unit(s) within ten (10) days of receiving the \$150 penalty shall result in a \$10-per-day penalty for each unit thereafter not properly updated. The per-unit penalty shall accumulate on a daily basis until such penalty is paid.
- C. Failure to obtain a passed Housing Code Inspection Report.
  - 1. First Violation: The total amount of the penalty shall be \$150 for not obtaining a passed Housing Code Inspection and Request Report, regardless of the number of rental units that have not been properly inspected. Failure to obtain a passed Housing Code Inspection Report of a rental unit(s) within ten (10) days of receiving the \$150 penalty shall result in a \$10-per-day penalty for each unit(s) thereafter not properly inspected. The per-unit penalty shall accumulate on a daily basis until such penalty is paid.
  - 2. Any time after a property owner/authorized agent is subject to the "First Violation" provisions stated in subsection C1 above, failure to obtain a passed Housing Code Inspection Report of a rental unit(s) within ten (10) days of receiving the \$150 penalty

shall result in a \$10-per-day penalty for each unit(s) thereafter not properly inspected. The per-unit penalty shall accumulate on a daily basis until such penalty is paid.

#### **Article IX - Severability and Captions**

This ordinance and the various parts, sections, subsections, phrases and clauses thereof are hereby declared to be severable. If any part, section, subsection, sentence, phrase or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall not be affected thereby. The Captions included at the beginning of each section are for convenience only and shall not be considered a part of this Ordinance.

#### **Article X - Appeals**

Any person aggrieved by any decision of the Town of Townsend shall have the right to appeal to the Mayor & Town Council by filing a written appeal with the Mayor & Town Council within thirty (30) days following the effective date of the action or decision complained of. The appeal shall set out a copy of the order or decision appealed from and shall include a statement of facts relied upon to avoid the order.

- A. The Mayor & Town Council shall fix a time and a place for hearing the appeal and shall serve written notice upon the person requesting the appeal informing them of the hearing. The findings of the Mayor & Town Council shall be final and conclusive and shall be served upon the person who requested the appeal.

#### **Article XI - Administrative Liability.**

No official, inspector, agent, employee or member of the Town of Townsend shall render himself or herself personally liable for any damage that may occur to any person or entity as a result of any act or decision performed in the discharge of his or her duties and responsibilities pursuant to this Ordinance.

#### **Article XII - Owners duty to terminate lease and commence proceedings for summary possession; revocation of rental license for failure to do so.**

- A. Any violation of the conditions of occupancy established by Article II Section A , or engaging in three or more of the activities prohibited under subsection Article II Section B within a twelve month period, is hereby declared to be a “material breach of an obligation imposed upon tenants” by the code of the Town in accordance with 25 Del.C. Section 5513(a)(3) or any future corresponding provision of law. Anything herein to the contrary notwithstanding, any individual who was the victim of criminal activity and who did not engage in criminal activity shall not be in violation of any of the provisions under Article II Section B.
- B. Whenever an owner receives written notice from the Town of a breach of any of the conditions set out in subsections Article II Sections A or B , the owner shall, within three business days, initiated and diligently and in good faith pursue all necessary steps and procedures required by 25 Del.C. Part III (Residential landlord/tenant code) to obtain an order of summary possession. The owner shall provide the Town copies of all required letters, notices, and court documents, contemporaneously upon the mailing, filing, or receipt of same by the owner so as to allow the Town to monitor the progress of such

- efforts by the owner. The owner shall not be required to evict an individual who was the victim of criminal activity and who did not engage in criminal activity.
- C. Failure of the owner to initiate and diligently pursue such steps in a timely manner shall constitute a violation of this section and shall also authorize the town to revoke the owners rental license for a period of not less than one month and not more than one year; provided, however, that no rental license shall be revoked for violation hereunder unless the owner shall have been given prior written warning by the town of such intention to revoke, stating the grounds therefore, and the owner shall not have corrected such violation or appealed such decision to the town manager as outlined in Article V Section E.
- D. Notice of a breach of the conditions imposed by Article II Sections A or B, and notice of a violation under Article V Section E shall be given to the owner by any of the following:
1. Certified mail, return receipt requested addressed to the owners address as provided by the owner on the application for rental license; provided, however that notice shall be deemed complete if the notice is returned marked "refused". If such notice is returned marked "unclaimed", the town shall publish notice one in a newspaper of general circulation in the county.
  2. Facsimile transmission (fax) to a fax telephone number provided to the town by the owner or e-mail sent with delivery confirmation to e-mail address on file
  3. Personal delivery to the owner or to the owner's agent or by leaving a copy thereof at the owner's usual place of abode in the presence of some person residing there of suitable age and discretion who shall be informed of the contents thereof.
- E. The property owner and tenant shall have 15 days from the date of the notice of mandatory eviction to file a written appeal with the town manager contesting the determination that eviction is required under the Town Code, and the property owner and tenant shall be notified of this right of appeal in the notice of mandatory eviction. Any appeal filed by the property owner or the tenant with the town council shall be heard at any special or regular council meeting to be held within 30 days of the date the appeal was filed. The party filing the appeal shall receive prior written notice of the date the appeal will be heard. In addition to any other lawful grounds upon which an appealing party may challenge an eviction requirement, the town council may find that eviction is not required where the town council finds that the tenant was wholly without knowledge of the unlawful activities outlined in Article II Section B of the Town code or did everything reasonably possible to prevent or curtail the same unlawful activities.

### **Section 2 - Effective Date**

This ordinance shall become effective \_\_\_\_\_ upon passage by the Mayor and Council of the Town of Townsend.