

ORDINANCE NO. 20-2022

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, ADDING A NEW CHAPTER 36, TO BE ENTITLED THE “DELTONA RENTAL REGISTRY” ORDINANCE, REPEALING ORDINANCE NO. 11-2007, CHAPTER 22, “BUSINESSES” ARTICLE VIII, “RENTAL PROPERTIES”; REPEALING RESOLUTION NO. 2014-31 FOR RENTAL REGULATORY LICENSE FEES; REPEALING ORDINANCE NO. 01-2013, SECTION 22-235 AS TO PROVIDING FOR A BUSINESS TAX RECEIPT FOR RESIDENTIAL RENTAL PROPERTY; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR APPLICATION; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING FOR DISPUTE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Deltona (“City”), recognizes there are a significant number of residential rental units located throughout the City; and

WHEREAS, the presence of these units can lead to a general decrease in neighborhood and community aesthetics; and

WHEREAS, in order to ensure that the current owners or managers of rented residential dwelling units are notified, as soon as possible, of violations or any emergencies related to their property; and

WHEREAS, the properties are the responsibility of out-of-town/state/country or otherwise absentee owners and the records of Volusia County Tax Collector and Volusia County Property Appraiser do not contain all information necessary to contact an owner in case of a health and safety violation or an emergency; and

WHEREAS, it is in the best interest of the health and safety of the citizens of Deltona that any violations are cured as quickly as possible and that residential rental properties be included within the Residential Rental Unit Inspection Program which will enable the City to have better contact information for owners; and

WHEREAS, it is necessary to off-set the City’s cost for the Residential Rental Unit Inspection Program; and

WHEREAS, it is necessary to repeal previous attempts by the City of Deltona to deal with these issues so that only one section of the Code would provide the rules and regulations as to residential rental property in the City; and

WHEREAS, the City Commission of the City of Deltona, therefore, finds it to be in the best interest of the health, safety, and welfare of the citizens of the City of Deltona to appropriately manage rented residential units.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DELTONA AS FOLLOWS:

SECTION 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part hereof.

SECTION 2. Chapter 36, “Deltona Rental Registry Ordinance,” is added to the Code of ordinances of the City of Deltona to read as follows:

Section 36-1.- Short Title. This Chapter shall be known and may be cited as the “Deltona Rental Registry Ordinance”.

Section 36-2.- Authority. This Chapter is enacted under the home rule power of the City of Deltona in the interest of the health, safety, and general welfare of the people of the City, and pursuant to Florida Statutes, Section 166.00.

Section 36-3.- Intent. The intent of the City Commission in adopting Chapter 36 is to:

- (a) . Establish reasonable and uniform regulations for the management of rental/absentee-owned residential dwelling units that will protect the health, safety, property values and general welfare of the people, businesses, and industries of the City;
- (b) Provide the means to give adequate notice to owners of residential dwelling units in the City who do not reside in that property as to their responsibilities under City codes and ordinances
- (c) Ensure that rental/absentee-owned dwelling units are maintained in a high-quality manner as required of all residential properties; and
- (d) Maintain the tax base of the City of Deltona.

Section 36-4. - Findings of Fact. The City of Deltona is primarily a residential community composed of residential dwelling units with a mix of owner-occupied residential dwelling units and rental/absentee-owned residential dwelling units. Historically, rental/absentee owned residential dwelling units in Deltona have been the subject of code enforcement violations, and the expense of code enforcement activities by the City relating to rental/absentee owned residential dwelling units is borne by the City. The property values of all residential dwelling units can be negatively impacted by rental/absentee-owned properties in the area that are not appropriately maintained/managed in compliance with applicable City codes. The rental of a residential dwelling unit is a business that can be regulated by the City to protect the health, safety, property values and general welfare of the people, businesses, and industries of the City. The ability of the City of Deltona Code Enforcement to contact a responsible party designated by the owner of a rental property greatly aids in the successful resolution of code issues.

Section 36 – 5. Definitions. - The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Where words have not been defined, the most recent edition of the Merriam-Webster Unabridged Dictionary shall prevail.

- (a) Agent or Managing Agent means the individual or individuals designated, in writing, through notarized authorization, by the owner as the entity authorized by the owner to perform appropriate property management and to address matters that may be imposed upon property covered by this Chapter.
- (b) Certificate of Inspection means the document issued by the City attesting the rental unit has been properly inspected in accordance with this Chapter.
- (c) City Code – the City of Deltona has an adopted City Code that includes Chapters on Code Enforcement which is inextricably linked to Chapter 36 – Deltona Rental Registry.
- (d) Enforcement Officer means any Law Enforcement Officer, Building Official, Code Compliance officer, Fire Inspector, Building Inspector, or other person authorized by the City to enforce the applicable code.
- (e) Inspection year means a year based on a four-way division of the City where every absentee-owned address within that quadrant will be responsible for submitting home inspections completed by a licensed home inspector, as per the requirements of this Chapter. The City will be divided into quadrants so that a quarter of the rental properties

on the list will be inspected each year. The map showing the quadrants will be available for review and will be **Exhibit A** of this ordinance.

- (f) Dependent member means any individual who is a legal dependent of the property owner, as defined by FS 627.6562 and more generally defined as a child or relative that is a tax dependent of the owner.
- (g) Landlord means one (1) or more persons or entity, jointly or severally, in whom is vested all or part of the legal title to the premises or all or part of the beneficial ownership and a right to the present use and enjoyment of the premises, including a mortgage holder in possession of a rental unit. Also, see the Owner.
- (h) Lease shall mean any agreement or other arrangement, written or otherwise, offered by a landlord to lease, rent, license, or otherwise allow occupancy of a residential rental unit.
- (i) Lessee shall mean a person to whom a lease, sublease, license, or residential rental agreement is granted, whether written or oral.
- (j) Local point of contact means a person who resides or has a business location within a 30-mile radius of the subject property.
- (k) Owner shall mean every person, entity, Landlord, or mortgagee, who alone or severally with others:
 - (1) Has legal title to any rental dwelling, dwelling unit, attached mobile home, residential building structure; or
 - (2) Has legal care, charge, or control of any dwelling, dwelling unit, building, structure, parcel of land, vacant or otherwise, including a mobile home, in any capacity, including but not limited to, agent, executor, executrix, administrator, administratrix, trustee or guardian of the estate of the holder of legal title; or
 - (3) Is a mortgagee in possession of any such property; or
 - (4) Is an agent, trust, or other person appointed by the courts and vested with possession or control of any such property or through the production of a power of attorney providing for such authorization.
 - (5) The property manager shall not be considered the Owner.
- (l) Person means any individual, firm, corporation, partnership, association, trust, or other legal entity, or

- (m) Property Manager means any party designated and duly authorized by the owner as responsible for inspecting, maintaining, and securing the property as required in this Chapter.
- (n) Rental Property means, for this Chapter only, any structure or portion of a structure within the City of Deltona which is occupied by someone other than the owner or dependent family member of the real estate for residential purposes, including but not limited to the following: mobile homes, mobile home spaces, townhomes, multi-plex facilities; apartment units consisting of 10 or more units are exempt if the complex has a current City Business Tax Receipt (BTR) for an on-site property management office responsible for those units, and for which the owner receives any value or consideration, including but not limited to money, goods or services, regardless of the relationship between lessor and lessee. Evidence of rental shall be presumed when any information that on its own or combined with other documentation would lead a reasonable person to believe that the property is rented. This definition shall exclude “vacation rental” as defined by Florida Statutes.
- (o) Residential rental unit shall mean for this Chapter, a self-contained (containing a separate kitchen), a residential single-family dwelling unit, including a single-family dwelling, duplex, condominium units, townhomes, mobile homes, and multi-plex units. In the case of duplex or multi-plex premises where the owner occupies one (1) of the units, the unit the owner occupies as a homestead shall not be considered a rental unit but must register the other units as rental units. For the purposes of this Chapter, any residential unit, one dwelling unit two (2), three (3), or four (4), or more dwelling units, where the unit is not occupied by the owner of the property or dependent family even if rent is not being charged or collected, shall be considered a rental unit. Residential rental unit shall not include any dwelling unit that is owned by a federal, state, or local housing program or federal Department of Housing and Urban Development, hotels, motels, public lodging establishments, as defined in Section 509.013, 509.242 (1) (c).
- (p) Rent means to lease, rent, or allow a person or persons who are not a member of the owner’s dependent family to occupy, a residential dwelling unit.
- (q) City rental inspector means any designated City employee or agent of the City whose duty it is to receive rental inspection applications, issue Certificates of Inspection, and enforces Codes and Ordinances enacted by the City.

- (r) Tenant means a person or persons to whom a rental unit is leased.

SECTION 36-6 **Residential Unit Inspection Program**

- (a) **Purpose and Intent.** This Section shall be known as the “Residential Rental Unit Inspection Program.” The purpose of the Program is to create a database of current and accurate information required to contact a property owner, or designated entity, regarding code, health or safety violations, housing code complaints, or emergency situations associated with residential rental units. Another program purpose is to ensure long-term rental property inspections are conducted to promote maintenance of these properties, protect the good condition of the City housing stock, achieve greater compliance with the City property maintenance standards, protect property values, and preserve the quality of neighborhoods.
- (b) **Utility Accounts.** Deltona Water shall require, prior to activating water and/or sewer accounts, that any applicant for service, other than the record owner of the property as determined in accordance with the Volusia County Property Appraiser’s Office, shall provide a copy of the rental registry certificate for the rental of the property from the City, and the account shall be in the name of the renter and the owner including a notarized statement of authorization from the owner to turn on the water and/or sewer service by the City.

For those rental properties in the Deltona North Service Area, a rental registry certificate must be submitted to Deltona North before water and/or sewer services may be activated. Section 68 of the City Code deals with utility issues such as Service Initiation Fee at Section 68-61; Customer Deposits at Section 68-58; Florida Statute at 180.135 addresses nonpayment of service charges by former occupant of a rental unit and provides that non-payment can be cause for eviction.

- (c) **Septic Service.** Each property served with septic tanks is subject to inspection under this Chapter if it is not connected to a central sewage system, the licensee shall provide to the city, evidence that the septic system has been examined by a licensed septic tank contractor, and has been pumped or has been found not to need pumping. Within four (4) years of the effective date of this Chapter, all properties subject to this provision shall

have been inspected by the owner's licensed septic tank contractor and a copy of such inspection furnished to the city. The City may notify licensees at the time of application as to when the first septic system inspection begins.

- (d) **Inspection required.** All rental units, as defined in this Section, shall hereafter be inspected on a rotating four (4) year inspection plan where the City is divided into four (4) quadrants as shown on the **Exhibit C** map. Each year, one (1) quadrant will be inspected until all four (4) quadrants have been inspected and then quadrant one will then be inspected again and so forth, as facilitated by the City of Deltona Building and Construction Services Department or a private entity as determined by the City Manager. Rental inspections shall be the responsibility of the landlord/property manager, and such inspections must be performed by a licensed home inspector. The City will provide the necessary rental inspection form and the necessary application forms and instructions – all documents may be obtained from the City and will be posted online. Such inspections shall occur as provided herein.
- (e) **Registration Required.** If a rental unit does not pass inspection, such unit shall not be granted a certificate of inspection. The fact a unit has failed inspection shall not relieve the owner of the obligation to register the property in accordance with this section recognizing that necessary repairs have not yet been made. However, no certificate of inspection shall be issued until such time as the City is presented with satisfactory evidence the property has been reinspected and complies with the Code sections referenced in this article.
- (f) **Periodic Inspections.**

- (1) Each rental unit shall have their submitted professional inspection provided to the City once in each inspection cycle or upon a substantiated complaint filed against the property. A substantiated complaint shall be submitted in writing with ample photographic evidence to document the condition of the property. The City shall determine if the complaint should move forward using past inspection information and inspection criteria. Inspection disputes shall be the responsibility of the owner to address through the submission of a new inspection. An inspection that results in approval or a satisfactory rating shall be valid until the conclusion of the next inspection cycle for the property at issue.

(2) Such inspection shall be carried out in accordance with the following: All rental units shall be inspected at the expense of the owner by a professional inspection service to determine compliance with the City provided inspection sheet and in compliance with City Codes including, but not limited to, landscape, debris, interior and exterior maintenance, expired building permits, unpermitted work, utilities, etc.

(g) Rental Inspection Procedures, Renewals, Transferability.

(1) The owner of a rental unit that is being inspected for the first time under this article shall complete the rental inspection application form for the rental unit and tender the prescribed fee, within 90 days of the ordinance being approved by the City Commission. The City will notify affected properties by mass mailing through property appraiser records cross-referenced with utility information. The data used by the City will also be mapped and available. After 90 days, the City will initiate Code Compliance to address compliance through a Notice of Violation.

After the registration process proceeds, six (6) months after the adoption of the rental ordinance, the City will then request professionally prepared inspections from the first quadrant of the City. These inspections will be performed by the owners using a professional and licensed home inspection service and if required a septic system inspection service utilizing the City inspection checklist. Inspections within each quadrant will be granted 3 months to be submitted to the City and inspections will be reviewed by the City. After the licensed/professional inspection, review by the City, and a finding of no violations and satisfactory compliance - a certificate of inspection shall be issued and shall be valid from the date of issue until the next inspection cycle for the property at issue. If a complaint is made to the City as to an issue at a rental unit prior to that unit being scheduled for inspection the City will address it through a Code Compliance investigation and pursue action as deemed appropriate.

(2) A rental fee is charged yearly but during the inspection year, an owner will receive notice to submit an inspection report performed by a licensed home inspector based on the City's inspection form and pay the prescribed inspection fee as found in

Exhibit B for the required City review and which shall entitle the owner to continue operating under the existing certificate of inspection until such time as the City reviews the submitted inspection report.

- (3) The required inspection is scheduled based on the quadrant system (Exhibit A) or once every four (4) years after the initial application date and based on the map in Exhibit A. The City shall bill each rental property as to yearly rental fee for the property. Failure to pay fees under this Chapter shall be handled as a code violation. It is the responsibility of the owner, or designated manager, to update, as required, all information required for the certification.
- (4) In the event an inspected property is sold, assigned, or transferred during the scheduled inspection year, the rental certificate of inspection shall be transferable to the new owner if an amended application with the contact information for the new record owner is submitted to the City within 30 calendar days of a change in ownership of the property. If the new contact information is not submitted within 30 calendar days, then a new application shall be required. Continued failure to comply may result in a Notice of Violation.

SECTION 36-7 Rental, Registration/ Inspection Application Forms, Filing, Indexing, Contents, Availability; Amendment.

- (a) Every owner shall file with the City a rental inspection application form for each rental unit contained within a building or structure, which shall include the following information:
 - (1) The property owner's name, address, and telephone number including a cell phone number, email address, and any other emergency contact information.
 - (2) If the applicant is a corporation, partnership, limited liability company, or any other legal entity, the full corporate name and physical address of the business, phone number and name and address of the registered agent, and the state of incorporation.

- (3) The legal address of the dwelling unit for which the rental application certification is applied, and the legal description as indicated by the Volusia County Property Appraiser's Office.
- (4) The name of the complex or community, including the homeowner's or condominium association if applicable, and whether it is a single-family home, multi-plex facility condominium, mobile home, or townhouse including the name and address and phone number of the association.
- (5) The name, address, telephone number, and e-mail address of the designated property manager agent to provide regular maintenance service, if appropriate. An owner who resides more than 30 miles from the rental property shall designate a property manager/agent, that shall be the first point of contact should there be any matters related to the property, including an emergency affecting the premises, and who has the authority to make emergency decisions concerning the building and any repair thereto or expenditure in connection therewith. The address shall be a physical location of where the person(s) can normally be reached during regular business hours and normally reached during off hours. Any notices required by the City Code or by Florida Statutes will also be sent to the designated property manager. All property managers/agents shall be formally authorized to act on behalf of the owner as an authorized agent.
- (6) The names and addresses of every holder of a recorded mortgage on the premises.
- (7) As to each rental unit, the number of adults and/or dependents residing in the rental unit, specification of the exact number of sleeping rooms contained in the rental unit, and the exact number of sleeping accommodations contained in each of the sleeping rooms, identifying each sleeping room specifically by number and location within the multi-plex building or single-family dwelling. To satisfy the requirements of this provision, an owner shall submit a floor plan which shall become part of the application, and which shall be attached to the rental inspection application form.
- (8) The number of buildings and residential dwelling units on the property.

(9) Whether the owner has ever been cited for or found in violation by the City of Deltona of any required codes and if so, the date, jurisdiction, nature of violation, and disposition of violation.

(10) Such other information as may be prescribed by the City.

(11) In addition to the information above, the owner shall:

- a. Maintain a listing of the names and relationships of the tenants residing within each unit. This list will not be required to be submitted with the application; however, the list should be made available to the City upon reasonable notice.
- b. In the event an inspected property is sold, assigned or transferred during the certificate of inspection year, the seller of the property shall notify the buyer of the property of the requirements of this article.
- c. Certification from the property owner that all tenants and prospective tenants have been screened and that there are no violations related to article XII, sexual offender, and sexual predators of [Chapter 33 of the] City Code.
- d. Statement of accuracy and signature: The application form shall contain substantially the following language:

"The undersigned has carefully reviewed this application and all facts, figures, and statements contained in this application are true, correct, and complete. The undersigned understands that failure to comply with the City ordinances may result in the issuance of a Code Enforcement Notice of Violation that may require a hearing before a special magistrate and could result in administrative fines, and other penalties pursuant to the City Code.

The applicant shall execute the registration application immediately after the statement required above, and the person's title/capacity in relation to the property.

(b) Registration Fees.

- (1) Fees for the residential rental unit inspection program, including any applicable late fees, additional inspection fees, and application form amendments, as initially

- provided in Exhibit B and any future changes will be proposed by Resolution and discussed at a public hearing of the City Commission.
- (2) Fees shall be due at the time of filing the rental application form and are not prorated based upon the date of application.
 - (3) The fees as to initial inspection and review shall occur once within each four (4) year period with fees as shown in Exhibit B. The fees provide for the cost of that inspection and additional fees may be charged due to failure to pass inspection and thus require additional inspections. Fees may only be changed pursuant to City Commission action. Other inspections may only occur based on a Code Compliance complaint made to the City.
- (c) **Amendments; filing.** Every owner required to file a rental inspection application pursuant to this article shall file an amended rental inspection application within 10 days after any change in the information required to be included therein.
 - (d) The owner shall make available to the City, upon a reasonable request, any rental record necessary to determine when changes of occupancy have occurred. In this regard, the tenant listing shall be made available to the City upon request.
 - (e) An annual renewal of the registration is required each year. The City shall submit notification of renewal to the property owner. It is the responsibility of the owner, or their designated agent, to update, as required, any and all information required for the certification. Completed applications for renewal which are not received by the City within thirty (30) days of required application or renewal, shall be subject to a Notice of Violation.
 - (f) **Self-inspection checklist:** For all properties subject to this Chapter, the City shall include a self-inspection checklist as part of the initial certification application that must be completed by the owner of record or designee.
- (1) The self-inspection checklist must be submitted to the City at the time the initial certification application is submitted. The owner of record of the property or designee

- must certify the inspection has been completed and the results of the inspection, as indicated on the checklist are accurate and complete.
- (2) For any items on the checklist that are not in compliance at the time of submittal, the property owner shall be given 20 business days for non-safety issues to correct, which may be extended upon written approval by the City. For life-safety issues as marked on the City inspection form in red, five (5) business days will be allowed for corrections and if not corrected could result in an issuance of a Notice of Violation.
 - (3) The self-inspection checklist shall include, but not be limited to, code requirements related to health and safety concerns (i.e. swimming pools, mowing and maintaining the lawn, trash and litter and house/dwelling unit address) and property maintenance (i.e. roof, exterior storage, inoperable vehicles, required landscaping, fencing, screening of accessory structures etc.).
 - (4) Every year the owner of the property or designee shall certify that the property is still in compliance and shall remain in compliance pursuant to this section on a form made available by the city.
- (g) **Applicability.** This article shall be considered cumulative and not superseding or subject to any other law or provision for same but shall rather be an additional remedy available to the city above and beyond any other state, county and/or other local provisions.
- (h) **Penalties.** City Code Compliance will issue a Notice of Violation associated with any violation of the terms of this Chapter. The minimum fine for non-compliance with this Chapter shall be \$50.00/day.
- (i) **Opposing, Obstructing Enforcement Officer; Penalty.** Pursuant to Section 2-113 of the City Code harassment of Code Enforcement officers is not allowed. Florida law also provides in statute – Sections 843.01 and 843.02 similarly. Whoever opposes, obstructs or resists any Code Compliance officer or any person so authorized in the discharge of their duties as provided in this may be subject to a civil and/or criminal penalty.
- (j) **Dispute.** Any dispute regarding the meaning or application of any provision of this article shall, upon written request to the City Manager, be referred to a scheduled Special

Magistrate meeting and adjudicated therewith. Section 2-156, of the City Code, charges a non-refundable \$100.00 for a request and under Section 2-103, plus hearing costs if the City position is upheld.

SECTION 3. THE FOLLOWING ORDINANCES ARE REPEALED IN THEIR ENTIRETY; (1) ORDINANCE 11-2007, REPEALING ARTICLE VIII OF CHAPTER 22, “BUSINESSES”, A REGULATORY ORDINANCE AS TO RENTAL PROPERTIES; (2) ORDINANCE 18-2018, AN ATTEMPT TO REPEAL ARTICLE VIII OF CHAPTER 22 THAT WAS NEVER SCHEDULED FOR A 2ND PUBLIC HEARING; (3) ORDINANCE 01-2013, AN AMENDMENT TO CHAPTER 22, ARTICLE VIII TO PROVIDE FOR A BUSINESS TAX RECEIPT AND FEE FOR EVERY TAX PARCEL WITH A RESIDENTIAL RENTAL PROPERTY; (4) RESOLUTION 2014-31, A RESOLUTION THAT SET FEES FOR ORDINANCE 11-2014, WHICH WAS REPEALED BY ORDINANCE 28-2014;

SECTION 4. It is the intention of the City Commission of the City of Deltona, Florida that the provisions of this ordinance shall become and be made a part of the City of Deltona Code of Ordinances. The sections of this ordinance may be re-numbered or re-lettered and the word “ordinance” may be changed to “section”, “article”, or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 5 All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict here within be, and the same are hereby repealed to the extent of such conflict.

SECTION 6. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 8. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Deltona, Florida.

PASSED AND ADOPTED THIS _____ DAY OF _____ 2022.

FIRST READING: _____

SECOND READING: _____

HEIDI K. HERZBERG, MAYOR

ATTEST:

JOYCE RAFTERY, CITY CLERK

Approved as to form and legality for use
& reliance by the City of Deltona, Florida

MARSHA SEGAL-GEORGE, CITY ATTORNEY