

2012 RENTAL DWELLING LICENSE APPLICATION

_____ New License



Attn: Becky Roy
12800 Arbor Lakes Pkwy, PO Box 1180
Maple Grove, MN 55311
763-494-6000 763-494-6425-fax

Date Received _____
Amount Paid: _____

*RENTAL PROPERTY ADDRESS: _____

Type of Dwelling - _____ single family detached _____ double/townhouse

Number of Bedrooms _____ Year Built: _____

*Property Owner's Name/Mailing Address(S): _____

STREET ADDRESS CITY STATE ZIP

CONTACT PHONE # SECONDARY CONTACT PHONE # E-MAIL ADDRESS

Type of ownership: __ Individual __ Partnership __ Corporation

RENTAL DWELLING AGENT: If owner doesn't live in Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, Sherburne, Washington or Wright County, a dwelling agent, who resides within these counties, shall be designated by the owner to be legally responsible for compliance with Maple Grove's ordinances.

*MANAGEMENT COMPANY: _____ AGENT: _____

STREET ADDRESS CITY STATE ZIP

COMPANY PHONE # AGENT PHONE # E-MAIL ADDRESS

*TENANT INQUIRIES AND COMPLAINTS TO BE PROCESSED THROUGH:

Owner Agent

*CITY MAILINGS TO GO TO:

Owner Agent

NAME OF OWNER: _____

DATE OF BIRTH: _____

Please contact the Becky, Rental Housing Coordinator at 763-494-6062 or broy@ci.maple-grove.mn.us if there is a change of ownership. In the act of filing this application with the City of Maple Grove, the owner or agent of the rental unit(s) agrees to permit inspections.

SIGNATURE OF OWNER OR AGENT

DATE

CITY OF MAPLE GROVE
Rental Property Address _____

Acct No. 1001-4159

PAYMENT OPTION AND AUTHORIZATION:

Rental License Fee ~

_____ \$325 - New Rental License fee of \$225 plus \$100 property conversion inspection fee

Form of Payment:

_____ Check # _____

_____ Credit Card: __Master __Visa __ Discover __ American Express

Amount: \$ _____

- - - - -

Credit Card # _____

Expiration Date: _____

Credit Card Billing Address and Zip Code: _____

Print Name: _____

Signature: _____

All credit card information will be destroyed upon completion of payment.

LEASE ADDENDUM FOR CRIME-FREE/DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 801]) or possession of drug paraphernalia.
2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.
3. Resident or members of the household will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless or whether the individual engaging in such activity is a member of the household.
4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his agents or tenants.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease.

It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

MANAGEMENT

(Resident)

(Resident)

By: _____

(Resident)

Date Signed: _____

Date Signed: _____

Resident(s) acknowledge receipt of this addendum by signature of this document.

Rental Property Pre-Inspection Checklist

Interior	
<p>Walls and Ceilings</p> <ul style="list-style-type: none"> ○ In good repair ○ Free from holes ○ Free from water damage 	<p>Doors</p> <ul style="list-style-type: none"> ○ Secure ○ Fits frame ○ Proper hardware ○ Weather tight and rodent proof
<p>Floors</p> <ul style="list-style-type: none"> ○ In good repair ○ No holes ○ Structurally sound ○ No trip hazards (ie. torn carpet) 	<p>Sleeping Rooms</p> <ul style="list-style-type: none"> ○ Proper egress or door open to the outside required ○ Floor space shall be no less than 70 square feet with a 7' minimum width ○ Proper light and ventilation ○ Operable smoke detectors
<p>Hallway/Landing</p> <ul style="list-style-type: none"> ○ Clear pathway ○ Handrails/guardrails securely attached. ○ Continuous guardrails required on open sides of landings/stairways 30" or more above grade ○ Grippable handrails ○ Floor covering should be intact and secured to floor ○ Locate a smoke detector within close proximity to sleeping rooms ○ All smoke detectors shall be installed per the manufacturer's installation instructions and its listing. Hard-wired smoke detectors shall be wired to a proper unswitched circuit. <p>Carbon monoxide detector required outside of bedrooms within 10' of doors.</p>	<p>Windows</p> <ul style="list-style-type: none"> ○ No broken/cracked glass ○ Easily openable ○ Capable of being held in position by window hardware ○ Openable windows must have screens in good repair ○ Weather tight ○ Window frame must be free of cracked, chipped, peeling, chalking, or flaking paint and caulk and biological growth
<ul style="list-style-type: none"> ○ Occupancy ○ Occupied sleeping rooms must have proper egress window or door opening to the outdoors. ○ Cellars/crawlspaces shall not be used as habitable space. ○ Basements must meet all permit construction requirements for light, ventilation, egress, etc. prior to being used as habitable space. ○ Adequate hot and cold running water must be provided to all sinks and tubs. ○ All household drains must connect to sanitary sewer ○ 	<p>(occupancy cont.)</p> <ul style="list-style-type: none"> ○ Waste lines must be properly installed, "S" traps not allowed, no flexible style waste lines ○ Hand held showers must have backflow prevention or shorten line to 1-1/2" above spill line ○ No leaking faucets or pipes ○ Unused gas lines must be capped ○ All pipes must be free from defects and obstruction and properly secure and supported.

<ul style="list-style-type: none"> ○ Fire Protection ○ Storage of paint, paper, boxes, rags or other combustible/flammable material not allowed within 10 feet of gas fire appliances (furnaces, water heaters, etc.) ○ Path of egress shall not be blocked by debris, storage, trash, snow, ice or other obstruction. ○ All stairways require continuous, grippable handrails. 	<p>(fire protection cont)</p> <ul style="list-style-type: none"> ○ Building with 3 or more units require fire extinguishers ○ All smoke detectors shall be installed to requirements with working batteries and functional connections. ○ Locate at least one smoke detector on each level, not including crawl spaces and uninhabitable attics
<p>Kitchen</p> <ul style="list-style-type: none"> ○ Hot (120 degrees) and cold running water ○ Kitchen sink must be properly connected to sanitary sewer ○ Kitchen must NOT be used for sleeping purposes ○ No dripping faucets ○ Drains must function properly, free of obstructions ○ Cabinets must be in good repair ○ Supplied or provided appliances must be in good working condition ○ Gas appliances must be connected properly with approved fittings/connectors 	<p>Bathroom</p> <ul style="list-style-type: none"> ○ A tub or shower properly installed, maintained and in good repair with caulking intact ○ A washbasin properly installed, maintained and in good repair with caulking intact. ○ Properly installed toilet with all components intact and properly secured, maintained and functioning, sealed at base. ○ Faucets must have a minimum 1 inch gap above the spill line ○ Bathroom cabinets must be in good repair ○ No leaking faucets ○ Water-impervious flooring ○ Either an openable window or mechanical venting required ○ Hot and cold running water required to each fixture.
<p>Electrical, Mechanical and Plumbing</p>	
<p>Electrical</p> <ul style="list-style-type: none"> ○ Adequate service and outlets ○ Properly installed service panel ○ Fixtures must be intact and properly functioning ○ Extension cords cannot be used in lieu of permanent wiring ○ Cover plates required on all outlets, switches and junction boxes ○ All wiring must be intact and properly maintained. 	<p>Mechanical</p> <ul style="list-style-type: none"> ○ Heating appliance must be properly installed and maintained ○ Temporary heating devices shall not be used as primary source of heat ○ Fuel burning appliance must be connected to an approved chimney, flue or vent ○ You may be required to provide service records of any heating system.
<p>Plumbing</p> <ul style="list-style-type: none"> ○ Faucets must be a minimum 1 inch above spill lines on all fixtures ○ All plumbing must be installed and maintained to code 	<ul style="list-style-type: none"> ○ Gas flex connectors must be Underwriters Laboratory (UL) listed and approved

○ Exterior	
<ul style="list-style-type: none"> ○ Windows and Doors ○ Bug and rodent proof ○ Weather-tight ○ Working hardware ○ Free of defects - no torn/ripped screens 	<ul style="list-style-type: none"> ○ Walls – Exterior ○ Soffit and fascia in good repair ○ House numbers in front (visible from public way) ○ Siding is weather tight and intact
<ul style="list-style-type: none"> ○ Paint ○ Wood surface weather protected ○ NO peeling, chipping, caulking, flaking or other deteriorated paint 	<ul style="list-style-type: none"> ○ Foundation ○ Structurally sound ○ Free of holes or gaps ○ Proper grading
<ul style="list-style-type: none"> ○ Roof ○ Free of leaks ○ Structurally sound ○ No loose or missing shingles 	<ul style="list-style-type: none"> ○ Gutters and Downspouts (pertains to existing) ○ Good condition ○ Properly attached and drain water away from structure
<ul style="list-style-type: none"> ○ Chimney ○ Tuckpointing/mortar in good repair ○ Flue liner in good repair 	<ul style="list-style-type: none"> ○ Porch/Decks ○ Good repair ○ Guard railings required if over 30" above grade

INFORMATION FOR OWNERS, MANAGERS AND TENANTS OF RENTAL PROPERTY

The City of Maple Grove has a Rental Housing Ordinance. Chapter 10, Article XI, Sections 10-341:

Sec. 10-341. Purpose and intent.

(a) The purpose of this article is to protect the health and safety and the welfare of the rental population of the city. These general objectives include, among others, the following:

- (1) Maintain a quality character and stability of rental dwelling units within the city.
- (2) Correct and prevent rental housing conditions that adversely affect or are likely to adversely affect the life, safety, welfare and health, of persons occupying rental dwellings units within the city.
- (3) Provide minimum standards for cooking, heating and sanitary equipment necessary to the health and safety of occupants of rental dwelling units.
- (4) Provide minimum standards of light and ventilation necessary to health and safety.
- (5) Prevent the overcrowding of rental dwellings units by providing minimum space standards per occupant for each rental dwelling unit.
- (6) Provide minimum standards for the maintenance of rental dwelling units, and thus prevent slums and blight.
- (7) Preserve the value of land and buildings throughout the city.

(b) With respect to rental disputes and except as otherwise specifically provided by the terms of this article, it is not the intention of the City to intrude upon the fair and accepted contractual relationship between tenant and landlord. The City does not intend to intervene as an advocate of either party, or to act as an arbiter, or to be receptive to complaints from a tenant or landlord which are not specifically and clearly relevant to the provisions of this article. In the absence of such relevancy with regard to rental disputes, it is intended that the contracting parties exercise such legal rights as are available to them without the intervention of the City. .

Sec. 10-342. Applicability.

Every owner desiring to rent or renting a dwelling unit to a tenant shall comply with the requirements of this article.

Sec. 10-343. Definitions.

(a) 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:

Accessory Structure means a subordinate building which is located on the same lot as the main building(s).

Apartment Building means any building or portion thereof that contains three or more rental dwelling units, but not including condominiums or town homes.

City means the City of Maple Grove.

City Council shall mean the City Council of the City of Maple Grove.

Compliance official means the Director of Community Development or his/her designee.

Condominium means a single dwelling unit in a multi-dwelling unit building that is separately owned and may be combined with an undivided interest in the common areas and facilities of the property. Each individual owner may sell or encumber his/her own unit.

Denied means the refusal to grant a license to a new or renewing applicant by the compliance official.

Dwelling unit means a single unit providing complete, independent living facilities for one or more persons.

Occupant means any person living, sleeping, cooking and eating in a rental dwelling unit.

Operator means the owner or his agent who has charge, care, control, or management of a building, or part thereof, in which dwellings units are rented.

Owner means any person who, alone, jointly, or severally with others, shall be in actual possession of, or have charge, care or control of, any rental dwelling unit within the city as title holder, employee or agent of the title holder, operator, or as trustee or guardian of the estate or person of the title holder. Any such person representing the actual title holder shall be bound to comply with the provisions of this article to the same extent as the title holder.

Rent means the consideration paid by a tenant to the owner of a rental dwelling unit for temporary and exclusive use of the rental dwelling unit by the tenant. The consideration is not limited to cash.

Rental dwelling unit means a dwelling unit let for rent.

Revoke means to take back a license issued by the City of Maple Grove.

Rental housing license means the formal approval of an activity specified on the rental housing license issued by the compliance official.

Single dwelling unit means a building or portion thereof containing one dwelling unit. For purposes of this Section, a single dwelling unit includes a free standing single dwelling unit, a single dwelling unit in a cooperative, an individual condominium or townhouse, a single dwelling unit in a non-residential structure or a dwelling unit offered for rent in a two-unit dwelling in which the owner occupies the other dwelling unit.

Tenant means any adult person granted temporary use of a rental dwelling unit pursuant to a lease with the owner of the rental dwelling unit.

Townhouse means a structure housing three or more dwelling units contiguous to each other only by the sharing of one common wall, such structures to be of the townhouse or row house type as contrasted to multiple-dwelling apartment structures.

Suspend means to make a license temporarily inoperative.

Sec. 10-344. Rental Housing License required; term of license.

No person shall operate a rental dwelling unit without first having obtained a rental housing license from the compliance official as provided in this article. Each such license shall be issued once every three (3) years and shall expire on December 31 on the third year following the issuance thereof. License renewals for the following years shall be filed on or before December 15 prior to the license expiration date.

Exception: A rental license is not required for dwelling units occupied by an immediate relative. For the purpose of this exemption, relative shall be defined as a husband, wife, father, mother, son, daughter, brother, sister, grandson, granddaughter, grandfather, or grandmother. The compliance official may require sufficient written proof from the owner stipulating the relationship and living agreements.

When more than one building containing rental dwelling units exists on one premise, a separate license shall be required for each building.

When a building contains more than one rental dwelling unit, a single license may be issued for all of the rental dwelling units in that building unless the dwelling unit is a condominium.

Licenses shall be issued for a single rental dwelling unit in the case of a free standing dwelling, a condominium, a townhouse, a dwelling in a cooperative, or a dwelling in a non-residential structure; for a two-unit rental dwelling unit; or for an apartment building.

Sec. 10-345. Application for license.

License application or renewal under this article shall be made by the owner of the rental dwelling units on forms supplied by the City.

Sec. 10-346. Resident agent required.

No license shall be issued or renewed for a nonresident owner of rental dwelling units (one who does not reside within the counties of Hennepin, Ramsey, Anoka, Carver, Dakota, Scott, Washington, Sherburne, or Wright) unless such owner designates in writing to the compliance official the name of his resident agent (a person who does reside within the counties referred to in this section) who is responsible for maintenance and upkeep and who is legally constituted and empowered to receive service of notice of violation of the provisions of the city ordinances, to receive orders and to institute remedial action to effect such orders and to accept all service of process pursuant to law. The compliance official shall be notified in writing of any change of the resident agent.

Sec. 10-347. Inspection of premises prior to issuance of license; Minimum standards.

No license shall be issued or renewed under this article unless the rental dwelling unit and its premises conform to the ordinances of the City. The City may require an inspection of such rental dwelling unit and premises to make that determination. Failure to schedule or allow a request by the compliance official for an inspection shall result in rejection of the application or renewal. The minimum standard to be used for inspections shall be Chapter 8, Article V, Property Maintenance Code and shall include inspection of the building exterior, common areas, basements, and accessory structures on the property.

Sec. 10-348. Access for inspection.

No license shall be issued or renewed under this article unless the owner of the rental dwelling unit(s)

agrees in his application to permit inspections to determine compliance with City Code during the effective period of the rental license. The submission of a license application, or the possession of a license issued by the city, shall constitute the express consent of the owner to grant free access and entry to the structure or premises under his control for inspection pursuant to this article. If any owner refuses to permit or schedule free access and entry to the structure or premises under his control for such inspection, or refuses to be present during any such inspection when requested by the compliance official, the application for a new or renewal rental license shall be immediately denied for such refusal. If at any other time the compliance official seeks entry to a licensed rental dwelling unit for inspection and the compliance official is refused free access and entry, the compliance official may pursue any remedy at law, including, but not limited to, securing an administrative search warrant for the property, revoking or suspending the rental license, or seeking such other remedies provide by law.

Sec. 10-349. License fees.

(a) License fees for new licenses must be paid prior to the issuance of a license. License fees for renewals of licenses under this article shall be due on December 15 immediately prior to the license expiration date. The license fee shall increase per Section 16-81 when an application for renewal is received more than thirty (30) days after it is due. In cases of licensing periods of less than three years, license fees shall be prorated yearly.

Exception: Rental dwelling units owned or under the control of the City must be licensed but are exempt from paying license fees.

(b) The amount of license fees shall be as set forth in section 16-81. The licensee shall not be entitled to a refund of any license fee upon revocation or suspension of the license, but may be entitled to a refund if the owner voluntarily ceases to operate a rental dwelling unit. Said refund shall be prorated for each full year of the term of the license beyond the date of notification to the City by the owner. The City shall be notified within 30 days of the termination of the of the rental agreement between the owner and the renter to determine a refund, if any.

Sec. 10-350. Action on application.

The compliance official shall examine or cause to be examined applications for licenses within a reasonable time after receipt. When the compliance official is satisfied that the application conforms to the requirements of this article, that all fees have been paid, and applicable laws and ordinances are met, the compliance official shall issue a license. If the application does not conform to the requirements of this article or with any other ordinances or requirements of the City, the compliance official shall reject the application and notify the applicant in writing of the reasons for rejection. An applicant may appeal the decision of the compliance official to reject an application in the manner prescribed in Section 10-354.

Sec. 10-351. Posting of license.

The owner shall conspicuously post the rental housing license in an interior common area of any building containing three or more rental dwelling units.

Exceptions:

1. When the rental dwelling units are condominiums.
2. When the building has no interior common area.

Sec. 10-352. Transfer of license.

No license under this article shall be transferable to another person or to another rental dwelling unit.

Every person holding a license shall give notice to the compliance official within 72 hours after having legally transferred or otherwise disposed of the legal control of any licensed rental dwelling unit. Such notice shall include the name and address of the person succeeding to the ownership or control of such rental dwelling unit. A license application received from a succeeding owner shall be considered a new license application.

Sec. 10-353. Suspension or revocation of license.

The compliance official may revoke, suspend, deny or decline to renew any rental housing license issued under this Section. In buildings containing more than one rental dwelling unit, the revocation, suspension, denial or declination may apply to one or more rental dwelling units at the discretion of the compliance official. The basis for such revocation, suspension, denial or non-renewal includes, but is not limited to, any of the following circumstances:

- a) The license was procured by misrepresentation of material facts with regard to the rental dwelling unit or the ownership of the rental dwelling unit.
- b) The applicant or one acting in his/her behalf made oral or written misstatements accompanying the application.
- c) The applicant has failed to comply with any condition set forth in any other permits granted by the City of Maple Grove.
- d) The activities of the owner create or have created a danger to the public health, safety or welfare.
- e) The rental dwelling unit contains conditions that might injure or endanger the safety, health or welfare of any member of the public.
- f) Failure to pay any application, penalty or reinstatement fee required by this Section and City Council resolution.
- g) Failure to correct violations of Maple Grove City Code Chapter 8, Article V, Property Maintenance Code in the time period specified in the notice of violation and correction.
- h) Violation of any regulation or provision of the code applicable to the activity to which the license has been granted or any regulation or law of the state so applicable.
- i) Failure to continuously comply with any condition required of the applicant for the approval or maintenance of the license.
- j) Any violation of this Article.

If a license is suspended or revoked by the compliance official pursuant to this section, it shall be unlawful for the owner to thereafter permit any occupancy of a rental dwelling unit until such time as a reinstatement fee has been paid by the owner as set forth in section 16-81 and a valid license has been restored by the compliance official.

Any owner aggrieved by the decision of the compliance official to revoke, suspend, deny or decline to renew any rental housing license shall have the right to appeal such decision to the City Council in accordance with section 10-354.

Sec. 10-354. Right of appeal.

Any owner aggrieved by a decision of the compliance official may appeal that decision to the Maple Grove City Council. Such appeal must be in writing, must specify the grounds for the appeal, must be accompanied by a filing fee as set forth in section 16-81 in cash or cashier's check, and must be filed with the compliance official within five business days after service of the date of any written notice, order, non-renewal, denial, revocation, or suspension issued by the compliance official. The filing of an appeal shall stay all proceedings in furtherance of the action appealed from, unless such a stay would cause imminent peril to life, health or property.

Sec. 10-355. Decision on appeal.

Upon at least five business days' notice to the appellant of the time and place for hearing the appeal, and within 30 days after the appeal is filed, the City Council shall hold a hearing thereon during a regularly scheduled City Council meeting. The City Council shall make findings based on the evidence and make a decision on the appeal based on the findings. The City Council may reverse, modify or affirm, in whole or in part, the written notice, order, non-renewal, denial, revocation, or suspension of the compliance official. The City Council shall issue a written decision regarding its decision on the appeal within 30 days following the date of the hearing and shall notify the appellant of the decision by first class mail with a duplicate to the compliance official.

Sec. 10-356. Conflicts and Severance.

Where there are conflicts between this article and any other article of this code or other state or federal laws, regulations, or ordinances, the more restrictive shall apply. If any provision of any section of this article or any part thereof is deemed unenforceable all other all other provisions and requirements of that section or subsection shall remain in full force and effect.

Sec. 10-357. Penalties.

A person who violates the provisions of this Article may be charged with a misdemeanor. Each day that a violation continues shall be deemed a separate offense. The compliance official may post the rental dwelling unit by appropriate signs or notices prohibiting occupancy, and may act to cause the rental dwelling unit to be vacated or remain vacant until any violations are corrected.

Sec. 16-81. Schedule of license and permit fees.

Type of License, Permit or Fee	Conditions and Terms	Amount
Rental housing license	Every three (3) years; expires December 31; prorated annually for license periods less than 3 years; renewal applications due December 15.	

			Single dwelling unit (including individual condominiums and townhouses)	225.00
			Townhomes under common ownership in the same complex	120.00
			Multiple dwelling:	
			Per building	150.00
			Plus amount per dwelling unit	15.00
			Penalty for renewal applications filed and fees paid after December 15	25.00 for each 30 days after December 15, but no more than 60 days.
			Filing fee for appeal of compliance order under section 10-354	50.00
			Reinstatement Fee	50.00
			Rental conversion fee for previously occupied dwelling units	100.00
			Reinspection fee	47.00 for each inspection after the second inspection

Should you have any questions about specific aspects of this ordinance, please contact the City of Maple Grove Rental Housing Coordinator, at 763-494-6062.