

RENTAL HOUSING SAFETY PROGRAM RULES AND REGULATIONS



These regulations are enacted pursuant to Modesto Municipal Code Title 9, Chapter 13, to identify substandard housing violations through an effective proactive and reactive inspection program to ensure rental housing units in the City of Modesto meet minimum Health and Safety Standards.

Update 8/14/2023

A. Authority and Definitions

1. These regulations are created under the authority provided in the Rental Housing Safety Program, Modesto Municipal Code Title 9, Chapter 13. To the extent anything in these Regulations is inconsistent with the provisions of the Modesto Municipal Code, the Modesto Municipal Code shall take precedence.
2. Terms used in these Regulations shall have the same meaning as defined the Modesto Municipal Code section 9-13.

B. Registration

1. All Residential Rental Properties are required to be registered and the registration updated whenever there is a change of ownership or contact information. The City will mail a notice to the address listed as the address for service on the last certified tax roll.
2. A Residential Rental Property is registered with the City when the Owner submits the following to the City:
 - a. A completed registration form, preferably completed through the City's online rental registry, made available by the City that contains the following information:
 - i. Description of the Residential Rental Property, including but not limited to, the street address and APN;
 - ii. Number and description, including identifying number, of all Residential Rental Units on the Property;
 - iii. Name and current contact information of the Owner;
 - iv. Name and current contact information for a local contact representative, if different from the Owner, with full authority to act on behalf of the Owner for all purposes under this program, including the acceptance of service of all notices from the City.
 - b. The registry will only include the information specified in Section i. through iv., above.
 - c. Payment of any outstanding fees, taxes, fines, penalties, or other monies owed to the City related to the Property.
3. To the extent legally permissible, the contact information shall remain confidential and for internal City use only, and not available to any member of the public.
4. Registration shall remain valid until one of the following occurs:
 - a. The Owner fails to notify the Director of any change in the information submitted pursuant to this section within thirty days of such change; or
 - b. The Owner fails to pay when due any fees set forth in these Regulations or the Rental Housing Safety Program
5. The City will cause the registration database to be updated annually.

C. Audit Inspections

1. All Residential Rental Properties shall be subject to audit inspections randomly or based on information pursuant to MMC 9-13.601.
2. The City shall have the right to select first for inspection those Properties it has identified as health and safety code violators, and/or Residential Rental Properties within a given census tract or precinct, using statistical and case information, including data compiled from census data and other

data sources. Subject to these criteria, the City may next prioritize multi-family Properties of two units or more, and single family homes used as rental properties that are known frequent health and safety violators. As a third priority, the City may conduct baseline inspections of remaining single family homes used as rental properties. It is within the City's sole discretion to determine the order in which it will conduct baseline inspections of Residential Rental Units.

3. 3. In advance of program implementation, the City shall promulgate and make available online and upon request a Rental Safety Inspection Checklist. The Checklist shall clearly define and describe the criteria the Director will apply to determine whether or not violations of Health and Safety Standards exist on the Property

D. Inspection Procedures.

1. Notification
 - a. Written notice of inspection shall be provided to the Owner of the Property and the tenant of affected units stating the date and time of the inspection. The notice of inspection shall provide a minimum fourteen days' notice.
 - i. At the same time that the City issues the notice of inspection to the Owner, it shall post the notice to inspect in common areas such as laundry rooms, community mailboxes, building entries, etc. in English and Spanish
 - ii. Notice shall provide a phone number to which questions may be directed. It shall be the responsibility of the Owner to provide actual notice to individual tenants to facilitate access to the units to be inspected.
 - b. If an inspection is cancelled or rescheduled by the Inspector, a written notice shall be provided to the Owner and posted for occupants at least five days prior to the scheduled inspection date.
 - c. If an inspection is cancelled or rescheduled by the Owner, the new inspection date must be within thirty days of the prior scheduled inspection date. The Owner must provide notice to occupants of the changed inspection date and provide proof of notice upon request by the City.
 - d. If an Owner or tenant in possession of the Property refuses to allow access to conduct the inspection, the City Attorney may use all legal remedies permitted by law. Inspections under the Rental Housing Improvement Act are considered a "necessary service" for which entry by the Owner, upon proper notice, is allowed per Civil Code 1954.
2. Payment of the Inspection Fee. a. The Notice of Inspection shall contain an invoice for the amount of the inspection fee. The inspection fee shall not exceed \$100 per unit to be inspected. Payment of the inspection fee is due by the inspection date, and a unit shall not pass inspection until all fees are paid. Payment is to be made to the City through electronic payment, U.S. Mail or by visiting the City. Inspectors shall not accept payment for inspection(s).
3. If an Inspector sees other obvious health and safety violations not within the scope of the inspection, the Inspector shall refer the unit to a Building Inspector or Code Enforcement Officer.

E. Inspection Compliance

1. Upon initial inspection, the Inspector may require the Owner of a Residential Rental Unit to perform work, take action, or refrain from an action to ensure compliance with the inspection standards.

2. During the inspection, the Owner may make immediate repairs to correct any violation noted in the course of the inspection.
3. Owners may complete a Proof of Correction form, preferably through the City's online Rental Registry, and/or request a Courtesy Re-inspection, for timely repairs to correct applicable violation before the Compliance Re-inspection, but no later than thirty days after the Baseline Inspection. The burden is on the Owner to notify the City of repairs made no later than thirty days after the Baseline Inspection by either providing evidence to the City of repairs made, and/or by requesting a Courtesy Re-inspection.
4. If all necessary repairs are made in a timely manner as determined by the severity of the violation, and in no case later than thirty days after inspection, the unit shall pass the inspection and shall not be subject to a reinspection. Repairs that cannot be made within thirty days of the inspection shall be subject to a reinspection.
5. Violations that are a result of a breach of Tenant's Affirmative Obligations shall not be a basis for a unit to fail an inspection but are still subject to issuance of a Correction Notice and correction. The burden is on an Owner to prove (a) that a tenant of an inspected unit is in substantial violation of Tenant's Affirmative Obligations, and (b) that any such violation caused the existence of dilapidation or interferes substantially with the Owner's obligation to effect necessary maintenance or repairs. An Owner shall be required to provide proof to the City that a tenant of an inspected unit is in substantial violation of Tenant's Affirmative Obligations. By example, this could be established by providing an inspection form signed by a tenant that the unit passed inspection, provided the inspection occurred no more than twelve months before the inspection, or the Owner was legally unable to obtain access to the unit. If it is determined the dilapidation is caused by a breach of Tenant's Affirmative Obligations, the City will not impose additional restrictions under subsection 6, and shall not assess a Compliance Re-Inspection fee. Irrespective of who is at fault, the Owner is responsible to correct all deficiencies. In situations that are a result of a breach of Tenant's Affirmative Obligations, an Owner is given reasonable time to correct violations.

F. Exemptions

1. The following shall be subject to registration, but shall be exempt from routine inspections:
 - a. Newly constructed buildings. Newly constructed buildings shall be exempt for a period of ten years. The ten year period begins to run on the date of issuance of the certificate of occupancy.
 - b. Subsidized Residential Rental Units. Those Properties that are subject to routine inspection(s) by another government agency.
 - c. Accessory Dwelling Units where the owner lives on the same property
 - d. Rooms in owner occupied residences
2. An Owner is required to provide an affidavit signed under penalty of perjury certifying that the Property is exempt.

G. Self-Certification Program

1. A Property may be placed in the self-certification program if:
 - a. The Property is inspected at least once every twelve (12) months (with a thirty (30) day grace period), and re-inspected upon change of tenancy, by a professional property management company licensed by the State of California; or (ii) the Owner provides

documentation that the Property is inspected at least annually. Documentation of annual Property inspections shall be on forms provided by the city, or forms that the Director determines to be substantially equivalent to those forms

- b. The Owner and/or property manager certify the Property(ies) are in compliance with all applicable provisions of the Rental Housing Improvement Act.
 - c. The Owner is not delinquent on any payment to the City of fees, penalties, taxes or other monies related to the Property.
 - d. If a Residential Rental Property in the self-certification program is transferred to a new Owner, the Property shall remain in the self-certification program for one year following the date of transfer, unless it is sooner removed from the self-certification program pursuant to Section 2, below. After the one year period, the Residential Rental Housing Property shall become subject to routine inspection unless the new Owner self-certifies the Property.
2. Removal. If any of the following occur, one or more of an Owner's Properties may be removed from the self-certification program:
- a. A Residential Rental Unit inspected as part of the random inspection program fails to comply with the provisions of this article, and fails to comply after the initial re-inspection; or
 - b. Two or more Notice and Orders for serious health and safety violations relating to a Property are issued during any calendar year, even if the violations are abated within thirty days; or
 - c. Any of the circumstances set forth in subsection 1 of this Section cease to exist.
3. Certifying. Owners in the self-certification program shall inspect, or shall cause to be inspected by a licensed property manager, each and every Residential Rental Unit on the Property at least once every twelve months (plus a thirty day grace period) and upon each change in tenancy. Self-certification shall be accomplished as follows:
- a. Inspect each Residential Rental Unit for health and safety violations, in compliance with the requirements of the self-certification form provided by the City, or other document deemed substantially similar by the Director.
 - b. Immediately make any repairs to the Residential Rental Unit that are necessary to achieve compliance with the requirements of the self certification form; and
 - c. Complete the self-certification form and submit a copy to the occupants of the corresponding unit.
 - d. If any Residential Rental Unit cannot be self-certified because necessary repairs cannot or will not be made, the Owner shall immediately notify the City and the Property shall immediately be removed from the self-certification program.
 - e. Forms shall be signed under penalty of perjury and it shall be unlawful to knowingly falsify any material information on the self-certification form, and any such falsification may be prosecuted as a misdemeanor.
 - f. The Owner and/or local representative shall retain all completed self-certification forms for at least four years from the date the inspection was made, and shall produce all completed self-certification forms to any City representative upon request.
4. Sampling Inspections. 10% of Residential Rental Properties in the selfcertification program, and the units thereon, will be inspected by the City on a random basis each year.
- a. A Property that is selected for random inspection and passes will be exempt from further random inspections for two years.

H. Correction Notices

1. Content. Whenever it is determined by the Inspector that a violation of Health and Safety Standards exists, and the violation was not corrected during the inspection, the Inspector shall issue a written Correction Notice. The Correction Notice shall contain a description of the violation, the specific action required to correct the violation, a demand the violations be corrected within the specified time period, and the scheduled Compliance Re-inspection date and time. The Correction Notice shall also contain information for Owners who may provide evidence that the violation(s) has been corrected by submitting Proof of Correction, or how the Owner may request a Courtesy reinspection no later than 30 days after the inspection, but prior to the scheduled reinspection listed on the notice.
2. Time for Correction. The Correction Notice shall provide a reasonable time for correction. The time shall depend on the time it would take a reasonably diligent person to complete the required action; the potential harm to the public welfare, health and safety; the harm to the tenant or nearby properties; and the extent of the corrections required. Certain imminently dangerous life-safety violations shall require immediate correction.
3. Service of Notice. The Correction Notice may be served by deposit in the United States mail, in a sealed envelope, postage prepaid, addressed to the Owner and local representative at the last known business or residence address as appears in the public records of the City or other records pertaining to the matter to which such notice is directed. Service by mail shall be deemed complete at the time of mailing.
4. Proof of Correction(s) and Courtesy Re-Inspection(s): Before the first re-inspection, but no later than 30 days after the first inspection, Owners may provide completed Proof of Correction forms, and/or request a reinspection to verify the violations identified in the Correction Notice have been abated. Violations that were not noted on the initial Correction Notice but are discovered during any reinspection due to subsequent activities, damage or deterioration, shall be subject to correction.

I. Enforcement; Penalties; Appeal

1. If, after a Correction Notice has been issued, the Owner fails to abate the violations, the City may proceed with all remedies available under law to compel compliance, including but not limited to issuing administrative citations, abatement proceedings, civil injunction, criminal prosecution, or any combination of remedies, with respect to all violations not caused by tenant's breach of Tenant's Affirmative Obligations. In any action or proceeding brought by the City to enforce the Rental Housing Safety Program, the City shall be entitled to recover its attorney's fees when it is the prevailing party.
2. The Owner of a Residential Rental Unit or a party with a legal property interest in the Residential Rental Unit may appeal to the City's Administrative Hearing Officer in the manner provided in Title 1, Chapter 6, Section 502 of the Modesto Municipal Code.
3. Delinquent fees, late fees, and penalties, shall be as set forth in the Rental Housing Safety Program 9-13.803
 - a. Penalty for failure to register, or late registration.
 - i. The City shall mail notice to Owners with an application for registration. Owners shall have thirty (30) days from date of the notice to submit registration information either by mail or online. Any incomplete registration shall be mailed or emailed back to the Owner for correction and the Owner shall have thirty

days to make necessary corrections without penalty. Failure to submit registry information within thirty days from the date of the notice from the City shall result in the following penalties:

1. A fine of \$100 dollars per Property for up to 30 days late.
 2. A fine of \$200 per Property for 31 to 60 days late.
 3. A fine of \$500 per Property for 61 to 120 days late; and
 4. A fine of \$1,000 per Property for over 120 days late, plus interest charges at 10% per annum.
- ii. Penalties for making false statements regarding affidavit of exempt status. Knowingly making a false statement regarding the affidavit of exempt property status will be a \$100 per unit fine for the first offense, and \$250 per unit for any subsequent offenses by the same Owner for the same Property.
- iii. Penalties for making false statements on self-inspection report. Knowingly making a false statement on a self-inspection of any individual unit or number of residential units shall be fined at \$100 per unit for the first offense and \$250 per unit for any subsequent offenses by the same Owner for the same Property.

