

ORDINANCE NO. 4954

AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS, AMENDING THE MESQUITE CITY CODE BY REPEALING CHAPTER 7 TITLED “HOUSING” AND REPLACING WITH NEW CHAPTER 7 TITLED “HOUSING AND MINIMUM PROPERTY STANDARDS;” INCLUDED IN THE NEW CHAPTER WILL BE NEW ARTICLE I TITLED “IN GENERAL;” AND NEW ARTICLE II TITLED “FAIR HOUSING” AND SAID ARTICLE WILL RETAIN THE EXISTING TEXT AND PROVISIONS FOR FAIR HOUSING; AND NEW ARTICLE III TITLED “PROPERTY MAINTENANCE CODE” ADOPTS THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE (I.P.M.C.), AND MAKING CERTAIN ADDITIONS AND DELETIONS REFERRED TO AS “LOCAL AMENDMENTS” TO THE 2018 EDITION OF THE INTERNATIONAL CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL (I.C.C.); AND NEW ARTICLE IV RETAINS EXISTING PROVISIONS IN CHAPTER 5 FOR “SUBSTANDARD, DILAPIDATED, AND DANGEROUS BUILDINGS & OTHER STRUCTURES” BUT THOSE PROVISIONS WILL BE MOVED FROM CHAPTER 5 AND PLACED HERE INSTEAD IN CHAPTER 7; AND NEW ARTICLE V TITLED “RESIDENTIAL RENTAL PROPERTY – LANDLORD AND TENANT REGULATIONS” WILL REVISE THE RESIDENTIAL RENTAL PROPERTY LANDLORD AND TENANT REGULATIONS AND PROVIDE FOR GENERAL UPDATES, AND ADDING DIVISIONS FOR “MULTI-FAMILY RENTAL UNITS,” “SINGLE-FAMILY RENTAL UNITS – LONG-TERM RENTALS,” AND “SINGLE-FAMILY RENTAL UNITS – SHORT-TERM RENTALS;” AND PROVIDING FOR RESERVATIONS OF OTHER ARTICLES IN CHAPTER 7 FOR FUTURE CITY INITIATIVES AND PROGRAMS RELATED TO HOUSING AND MINIMUM PROPERTY STANDARDS; AND REVISING APPENDIX D – COMPREHENSIVE FEE SCHEDULE REGARDING FEES FOR RENTAL PROPERTY LICENSES AND RELATED MATTERS; AND PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE WITH A FINE NOT TO EXCEED \$2,000; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council of the City of Mesquite, Texas (“**City Council**”), to protect the public health, safety, and welfare; and

WHEREAS, the City of Mesquite, Texas (“**City**”), is a home-rule municipality acting under its Charter adopted, and amended, by the electorate pursuant to Article 11, [Section 5](#) of the Texas Constitution and [Chapter 9](#) of the Texas Local Government Code; and

WHEREAS, a home-rule municipality has full power of local self-government, pursuant to Texas Local Government Code, Title 2, Subtitle D, Chapter 51, [Section 51.072\(a\)](#); and

WHEREAS, the City shall have the power to enact and enforce ordinances necessary to protect health, life, and property and to prevent and summarily abate and remove all nuisances, and to preserve and enforce good government, order, and security of the City and its inhabitants, pursuant to Article III, [Section 2](#) of the Mesquite City Charter; and

WHEREAS, a home-rule municipality may enforce ordinances necessary to protect health, life, and property, and to preserve the good government, order, and security of the municipality and its inhabitants, pursuant to Texas Local Government Code, Title 2, Subtitle D, Chapter 54, [Section 54.004](#), as amended; and

WHEREAS, the City shall have the power to provide for the issuance of permits for erecting all buildings, for the inspection of the construction of buildings in respect to proper wiring for electric lights and other electrical appliances, piping for gas, flues, chimneys, plumbing, and sewer connections; and to enforce proper regulations in regard thereto; and the City shall also have the power to provide for license, permit, and inspection fees, pursuant to Article III, [Section 28](#) of the Mesquite City Charter; and

WHEREAS, on **MARCH 4, 2021**, the Building Standards Board held a public hearing to receive public comments regarding adopting the 2018 International Property Maintenance Code (I.P.M.C.) and making certain additions and deletions referred to as “local amendments” to the 2018 edition of the International Code published by the International Code Council (I.C.C.); and

WHEREAS, the Building Standards Board, by majority vote, has recommended the City Council adopt the 2018 International Property Maintenance Code (I.P.M.C.) and the local amendments thereto to be located in new Chapter 7, Article III attached and included in **EXHIBIT A**; and

WHEREAS, upon the favorable recommendation of the Building Standards Board where applicable, and upon full review and consideration of all matters attendant and related thereto, the City Council is of the opinion this Ordinance should be approved and adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. Recitals Incorporated.

The City Council hereby finds and determines the recitals made in the preamble of this Ordinance are true and correct, and hereby incorporates such recitals here in the body of this Ordinance as if copied in their entirety.

SECTION 2. MESQUITE CITY CODE TEXT AMENDMENT:

Amending Chapter 7 – Housing and Minimum Property Standards.

The Mesquite City Code is hereby amended as identified in **EXHIBIT A**, thereby repealing “Chapter 7 – Housing” and replacing with a new Chapter 7 titled “HOUSING AND MINIMUM STANDARDS,” and said exhibit is attached hereto and made a part hereof, and in all other respects, said Code, Chapters, and Articles shall remain in full force and effect.

SECTION 3. MESQUITE CITY CODE TEXT AMENDMENT:

Amending Chapter 5 – Buildings and Construction.

- 3.01. The Mesquite City Code is hereby amended, thereby revising Chapter 5 – Buildings and Construction, to repeal Article XIV – “Substandard, Dilapidated, and Dangerous Buildings and Other Structures.”
- 3.02. Reenact and move the text of said article to new Chapter 7 – Housing and Minimum Property Standards, becoming Article IV – “Substandard, Dilapidated, and Dangerous Buildings & Other Structures” as shown in **EXHIBIT A**, and said exhibit is attached hereto and made a part hereof, and in all other respects, said Code, Chapters, and Articles shall remain in full force and effect.
- 3.03. Chapter 5, Article XIV having been repealed shall be reserved as follows:

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Chapter 5 – BUILDINGS AND CONSTRUCTION

* * *

Article XIV – Reserved.

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**SECTION 4. MESQUITE CITY CODE TEXT AMENDMENT:
Amending Appendix D – Comprehensive Fee Schedule.**

Appendix D – the Comprehensive Fee Schedule (“**Appendix D**”) of the Mesquite City Code, as amended, is hereby amended by making certain deletions and additions as identified in **EXHIBIT B**. Said exhibit is attached hereto and made a part hereof, and in all other respects said Appendix D and sections shall remain in full force and effect.

SECTION 5. Transitional provisions.

5.01 The owner of any rental property that does not have a Rental Property License (RPL) (or its equivalent successor) prior to May 2, 2022, and who is unable to obtain a RPL for said use, or fails or refuses to obtain a RPL for the use following the effective date of this ordinance, shall discontinue the use no later than NOVEMBER 1, 2022.

5.02. The owner of any Short-Term Rental (STR) property that was, or was not, registered with the City for hotel occupancy tax prior to May 2, 2022, and who is unable to obtain a Rental Property License for Short-Term Rentals (RPL-STR) for said use, or fails or refuses to obtain a RPL-STR for the use following the effective date of this ordinance, shall discontinue the Short-Term Rental use no later than NOVEMBER 1, 2022.

SECTION 6. Conflicts Resolution Clause.

In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Mesquite and the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 7. Severability Clause.

Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinance and the Mesquite City Code, as hereby or previously amended, which shall remain in full force and effect.

SECTION 8. Savings Clause.

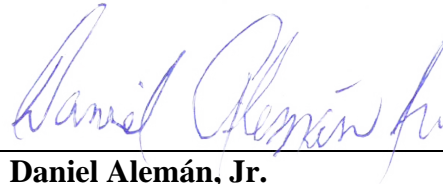
An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Mesquite City Code, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 9. Penalty Clause.
Any violation of the provisions or terms of this Ordinance by any “person,” as defined in Mesquite City Code, Chapter 1, [Section 1-2](#), shall be deemed a Class C Misdemeanor criminal offense, and upon conviction thereof, shall be subject to a penalty of fine, or any other general penalties, as provided in Mesquite City Code, Chapter 1, [Section 1-6](#), as amended.

SECTION 10. Publication.
This Ordinance shall be published in the City’s official newspaper in accordance with Mesquite City Charter, Article IV, [Section 24](#).

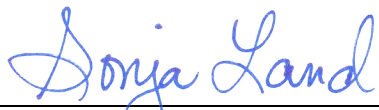
SECTION 11. Effective Date.
This Ordinance after its passage and publication shall take effect on, and be in force from and after, five (5) days after publication thereof, in accordance with Mesquite City Charter, Article IV, [Section 24](#), and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, ON THE 2nd DAY OF MAY, 2022.



Daniel Alemán, Jr.
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:



David L. Paschall
City Attorney

EXHIBIT A

To Ordinance No. 4954

City of Mesquite, Texas

Mesquite City Code, *NEW* Chapter 7 – Housing and Minimum Property Standards

Chapter 7 – Housing and Minimum Property Standards

Article I.	In General
Article II.	Fair Housing
Article III.	Property Maintenance Code Division 1. In General Division 2. Amendments
Article IV.	Substandard, Dilapidated, and Dangerous Buildings & Other Structures Division 1. In General Division 2. Municipal Court Proceeding Regarding Urban Nuisances
Article V.	Residential Rental Property – Landlord and Tenant Regulations Division 1. In General Division 2. Multi-Family Rental Units Division 3. Single-Family Rental Units – Long-Term Rentals Division 4. Single-Family Rental Units – Short-Term Rentals
Article VI.	Reserved
Article VII.	Reserved

Chapter 7 – HOUSING AND MINIMUM PROPERTY STANDARDS

ARTICLE I. - IN GENERAL

Sec. 7-01. Purpose.

This Chapter has been established for the purpose of protecting the general health, safety, and welfare of the City's inhabitants.

Sec. 7-02. Incorporation by reference.

Any reference made in this Chapter to any other law, statute, code, ordinance, rule, or regulation is intended to incorporate such material as it presently exists and also any future amendments, changes, revisions, repeals, or recodifications of such material, unless otherwise expressly provided.

Sec. 7-03. Fees.

- (a) All fees for this Chapter shall be reviewed, set, and adopted by the City Council.
- (b) The Building Official and Director of Neighborhood Services, or his/her designee, shall have the authority and discretion to reduce, refund, or waive fees under this Chapter, excluding fees imposed at Municipal Court.
- (c) Fee amounts are located in the Mesquite City Code, [Appendix D – Comprehensive Fee Schedule](#).

Sec. 7-04. Mesquite Municipal Court jurisdiction.

- (a) *In general.* In accordance with the City Charter, Article IV, [Section 27](#), Municipal Court has both criminal jurisdiction and civil jurisdiction to the full extent as may be authorized by State law, Mesquite City Charter, Mesquite City Code, and this Chapter.
- (b) *Criminal jurisdiction.* The Municipal Court has exclusive original jurisdiction within the territorial limits of the municipality in all criminal cases that arise under the ordinances of the municipality and are punishable by a fine in accordance with Texas Code of Criminal Procedure, Title 1, Chapter 4, Article 4.14, or successor, and as amended, and in accordance with Mesquite City Code, Chapter 1, [Section 1-6](#).
- (c) *Civil jurisdiction.* The Municipal Court shall have all civil authority and jurisdiction as provided by law or statute for matters arising under this Section.
 - (1) Hearings conducted under this Chapter shall be conducted under the authorizing statute.
 - (2) Hearings without specific authorizing statute shall be conducted under the authority of Texas Local Government Code, Title 2, Subtitle D, Chapter 54, Subchapter C, Section 54.043, titled Alternative Adjudication Process.
 - a. Unless otherwise stated, the Municipal Court judge, by this Section, is hereby appointed as hearing officer for these matters.
 - b. The processes listed within each discrete Division of this Chapter applicable to the hearing, shall be considered the civil adjudication process as adopted by ordinance.
- (d) *Civil warrants.* In addition to all criminal and/or statutory warrant authority provided to the Municipal Court, and in accordance with Texas Government Code, Title 2, Subtitle A, Chapter 30, Subchapter A, § 30.00005 (d), or successor, and as amended, the Municipal Court has the authority to issue:
 - (1) search warrants for the purpose of investigating a health and safety or nuisance abatement ordinance violation, or for any other purpose authorized by law; and

- (2) seizure warrants for the purpose of securing, removing, or demolishing the offending property and removing the debris from the premises, or for any other purpose authorized by law.
- (e) Nothing in this Section shall be construed to limit the Municipal Court's jurisdiction or authority, nor shall the listing of individual chapters or sections operate as an indication of limitation, and the Court retains all other jurisdiction and authority as permitted under the law.

Cross reference – Creation and jurisdiction of municipal court; fines; Article IV, [Section 27](#).

State law reference – Jurisdiction of Municipal Court; Code of Criminal Procedure, Title 1, Chapter 4, Art. 4.14.

Sec. 7-05. General authority for enforcement.

- (a) The City has full authority to enforce its ordinances with both criminal prosecutions and civil actions to the full extent permitted by law.
- (b) In accordance with Mesquite City Code, Chapter 1, [Section 1-7](#), City Enforcement Agents have authority to issue citations to persons to appear in Municipal Court.
- (c) Nothing in this Section shall be construed to limit the City's authority or powers and the City retains all such authority and powers as permitted under the law.

Cross reference – Authority to issue citations to appear in Municipal Court, Ch. 1, [Section 1-7](#).

Sec. 7-06. Authority of Enforcement Agents.

- (a) *In general.* Enforcement Agents shall have the authority, to carry out any power or duty stated within the terms of this Chapter or in accordance with State law, including, but may not be limited to the following provisions in this Section.
- (b) *Issue citations.*
 - (1) Issue citations for any violation of this Chapter in addition to any other authority provided pursuant to [Section 1-7](#) of this Code.
 - (2) If the person being cited is not present, the Enforcement Agent shall send the citation to the Municipal Court to institute a court summons.
- (c) *File sworn affidavits and request Court hearings.* Any Enforcement Agent may file sworn affidavits and request a court hearing in accordance with State, federal, or local law.
- (d) *Right of entry and inspection.*
 - (1) *In general.* Enforcement Agents have the right of entry for purposes of enforcing the provisions of this Chapter to the full extent permitted under the law.
 - (2) *Inspection.* Enforcement Agents, bearing proper credentials and identification, are authorized to enter upon public or private property for the purpose of discharging the duties imposed by the provisions of this Chapter, or other applicable laws, and to enforce the same, to the full extent permitted by law.
 - (3) *Search and seizure warrants.* Enforcement Agents may seek a warrant from a court as authorized by law.

Secs. 7-07 – 7-200. – Reserved.

[Editor's Note(s):

Insert existing Mesquite City Code, Chapter 7, Article II – Fair Housing here.

The first section, Sec. 7-201 shall be reserved.

Renumber the sections, and start "Definitions" at Sec. 7-202.

The last section shall be Sec. 7-212 (Education and public information)].

ARTICLE II. - FAIR HOUSING

Sec. 7-201. Reserved.

Sec. 7-202. Definitions.

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Sec. 7-212. Education and public information.

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Secs. 7-213 – 7-300. – Reserved.

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ARTICLE III. - PROPERTY MAINTENANCE CODE

DIVISION 1. - IN GENERAL

Sec. 7-301. Short title.

This article shall be known and cited as the “Mesquite Property Maintenance Code” and may hereinafter be referred to in this article as “this code.”

Sec. 7-302. Adopted.

[The International Property Maintenance Code \(I.P.M.C.\), 2018 Edition](#), a publication of the International Code Council (I.C.C.), is hereby adopted by reference and incorporated herein to the same extent as if such code were copied verbatim in this Section, subject to the deletions, additions, and amendments (“the local amendments”) prescribed in this article. A copy of the International Property Maintenance Code, 2018 Edition, and the local amendments thereto shall be maintained in the Office of the City Secretary.

Sec. 7-303. Penalties.

(a) *Criminal penalty.* Any violation of the provisions or terms of this ordinance by any “PERSON,” as defined in Mesquite City Code, Chapter 1, [Section 1-2](#), shall be deemed a Class C Misdemeanor criminal offense, and upon conviction thereof, shall be subject to a penalty of fine, or any other general penalties, as provided in Mesquite City Code, Chapter 1, [Section 1-6](#), as amended.

(b) *Civil penalty.* The City may file any other civil actions for enforcement of this article as authorized by law.

Charter reference – Enforcement of ordinances, [Art. III, § 28](#).

Cross reference – General penalties, [Sec. 1-6](#).

State law reference – General Enforcement Authority of Municipalities; Penalty, V.T.C.A. Local Government Code, [§ 54.001](#).

Secs. 7-304 – 7-320. – Reserved.

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DIVISION 2. - AMENDMENTS

Sec. 7-321. Local Amendments to the International Property Maintenance Code, 2018 Edition.

- (a) *Specific code provisions.* Amendments included in this Section are intended to be specific code provisions. If there is a conflict between a provision in the published [International Property Maintenance Code \(I.P.M.C.\), 2018 Edition](#), and this Section, the specific provisions of this Section shall control.
- (b) *Table of the local amendments.*
 - (1) The following table contains the local amendments to the International Property Maintenance Code (I.P.M.C.), 2018 Edition.
 - (2) Table Legend.
 - a. Column 1: Item Reference Number
 - b. Column 2: Related I.P.M.C. Code Section Number and Title
 - c. Column 3: Local Amendment to I.P.M.C.
 - d. (. . .): Dots (. . .) (i.e. an ellipsis) indicate the omission of intact and unchanged text which has not been reproduced for efficiency purposes. It is intended that the text in the I.P.M.C., not set forth in this Section and instead denoted by dots (. . .), shall remain intact and unchanged from the language existing prior to adoption of this Section.
 - e. (* * *): Asterisks (* * *) indicate the omission of intact and unchanged text which has not been reproduced for efficiency purposes. It is intended that the text in the I.P.M.C., not set forth in this Section and instead denoted by asterisks (* * *), shall remain intact and unchanged from the language existing prior to adoption of this Section.

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TABLE OF LOCAL AMENDMENTS TO THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE		
No.	IPMC Code Section No. Title	Local Amendment to IPMC
01	IPMC 101.1 Title.	<p><i>Amend section in its entirety to read as follows:</i></p> <p>R101.1 Title. These regulations shall be known as the International Property Maintenance Code of the City of Mesquite, Texas, hereinafter referred to as "this code."</p>
02	IPMC 102.3 Application of other codes.	<p><i>Amend section in its entirety to read as follows:</i></p> <p>102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code, and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the Mesquite Zoning Code.</p>
03	IPMC 103.1 General.	<p><i>Amend section in its entirety to read as follows:</i></p> <p>103.1 General. The Building Official or other designee appointed by the City Manager of the City of Mesquite shall be known as the Code Official.</p>
04	IPMC 106.1 Unlawful acts.	<p><i>Amend section in its entirety to read as follows:</i></p> <p>106.1 Unlawful acts. It shall be unlawful for any person, firm, corporation, or entity to be in conflict with or in violation of any provisions of this code, or erect, construct, alter, extend, repair, move, remove, demolish, or occupy any building, structure, or equipment regulated by this code, or cause same to be done, in conflict with, or in violation of, any provisions of any code of the City of Mesquite.</p>
05	IPMC 106.2 Notice of violation.	<p><i>Amend section in its entirety to read as follows:</i></p> <p>106.2 Notice of violation. The Code Official is authorized to serve a notice of violation or order on the owner of the premises, or any person, firm, corporation, or other entity responsible for the maintenance of a building or structure, in violation of the provisions of this code. Such order may direct the discontinuance of the illegal action or condition and the abatement of the violation.</p>

EXHIBIT A TO ORDINANCE NO. 4954
Mesquite City Code. Chapter 7 – Housing and Minimum Property Standards
City Council Meeting Date: May 2, 2022

06	IPMC 106.3 Prosecution of violation.	<p><i>Amend section in its entirety to read as follows:</i></p> <p>106.3 Prosecution of failure to promptly comply with “Notice of Violation.” Failure to promptly comply with “Notice of Violation” issued by the Code Official shall constitute a separate violation of this code and may be prosecuted as such by the City. This section shall not be construed as requiring notification, or any other condition, to any proceeding seeking to address any violation of the provisions of this code.</p>
07	IPMC 106.4 Violation penalties.	<p><i>Amend section in its entirety to read as follows:</i></p> <p>106.4 Violation penalties. Any person who violates a provision of this code, or fails to comply with any of the requirements thereof, or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issue under the provisions of this code shall be subject to penalties as prescribed by law and herein in this Article.</p> <p>Nothing in this code shall be construed to interfere, inhibit, or otherwise affect the pursuit of legal remedies or proceedings to restrain, correct, abate, or otherwise address any violation of this code, or to remove or terminate unlawful occupancy of a premises in violation of the provisions of this code.</p>
08	IPMC 106.5 Abatement of violation	<p><i>Amend by deleting the section in its entirety.</i></p>
09	IPMC 107.1 Notice to person responsible.	<p><i>Amend section in its entirety to read as follows:</i></p> <p>107.1 Notice to person responsible. Whenever the Code Official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code.</p>
10	IPMC 107.2 Notice to person responsible.	<p><i>Amend section in its entirety to read as follows:</i></p> <p>107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with all off the following:</p> <ol style="list-style-type: none"> 1. Be in writing. 2. Include a description of the real estate sufficient for identification. 3. Include a statement of the violation or violations and why the notice is being issued. 4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the structure or premises into compliance with the provisions of this code.
11	IPMC 107.5 Penalties	<p><i>Amend by deleting the section in its entirety.</i></p>
12	IPMC SECTION 110 Demolition	<p><i>Amend by deleting the section in its entirety.</i></p>

13	IPMC SECTION 111 Means of appeal.	<p><i>Amend section in its entirety to read as follows:</i></p> <p>SECTION 111 APPEALS</p> <p>111.1 General. Any person shall have the right to appeal an administrative decision of the Building Official, Fire Official, or any other City official to the Building Standards Board, when said decision is relative to the application, enforcement, or interpretation of this code.</p> <p>The Building Standards Board is established in Mesquite City Code, Chapter 20, Article IV, Division 4 (Building Standards Board).</p> <p>The process and procedures for appealing an administrative decision are set forth in Chapter 5, Article XIII (Appeals of Administrative Decisions to Building Standards Board).</p>
14	IPMC 302.4 Weeds.	<p><i>Amend the first paragraph in its entirety to read as follows:</i></p> <p>302.4 Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of eight inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants, and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.</p> <p style="text-align: center;">* * *</p>
15	IPMC 305.1.2 Animal waste.	<p><i>Amend by adding a new section to read as follows:</i></p> <p>305.1.2 Animal waste. The duty of occupants to maintain the interior of a structure in a clean and sanitary condition shall include, but not be limited to, keeping the interior clean of any animal carcasses or accumulation of waste, urine or other excrement and the prompt removal and approved disposal of carpet, flooring, sheetrock or other furniture, fixtures or building materials, which due to contamination or excessive soiling constitute a source of stench, bio aerosols, ammonia concentration or may contribute to the transmission of zoonotic disease. It shall be unlawful and an offense for the owner of the structure to fail or refuse to remove and dispose of said furniture, fixtures or building materials when so ordered by the Code Official, or when permitted by the Code Official, to fail or refuse to seal contaminated or soiled concrete or other hard surface structural components.</p>
16	IPMC 602.3 Heat supply.	<p><i>Amend section in its entirety to read as follows:</i></p> <p>602.3 Heat supply. Every owner and operator of any building who rents, leases, or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than sixty-eight (68 degrees F (20 degrees C) in all habitable rooms, bathrooms, and toilet rooms.</p>

EXHIBIT A TO ORDINANCE NO. 4954
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17	IPMC 604.1 Facilities required.	<i>Amend section in its entirety to read as follows:</i> 604.1 Facilities required. Every occupied building shall be provided with an operational, functioning electrical system in compliance with the requirements of this section and Section 605 .
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Secs. 7-322 – 7-400. – Reserved.

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[Editor's Note(s):

Insert existing Mesquite City Code, Chapter 5, Article XIV – Substandard, Dilapidated, and Dangerous Buildings and Other Structures here to become Chapter 7, Article IV – Substandard, Dilapidated, and Dangerous Buildings & Other Structures.

Division 1 shall be titled "In General" and the first section, Sec. 7-401, shall be reserved.

Division 2 shall become "Municipal Court Proceedings Regarding Urban Nuisances." Renumber the sections by starting "purpose" at Sec. 7-421, and ending with the last section being Sec. 7-430 (Miscellaneous Notice Provisions)].

ARTICLE IV. - SUBSTANDARD, DILAPIDATED, AND DANGEROUS BUILDINGS & OTHER STRUCTURES.

DIVISION 1. - IN GENERAL

Sec. 7-401. Reserved.

Secs. 7-402 – 7-420. – Reserved.

DIVISION 2. - MUNICIPAL COURT PROCEEDINGS REGARDING URBAN NUISANCES

Sec. 7-421. Purpose.

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Sec. 7-430. Miscellaneous notice provisions.

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Secs. 7-431 – 7-500. – Reserved.

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ARTICLE V. - RESIDENTIAL RENTAL PROPERTY – LANDLORD AND TENANT REGULATIONS

DIVISION 1. - IN GENERAL

Sec. 7-501. Reserved.

Secs. 7-502 – 7-550. – Reserved.

DIVISION 2. - MULTI-FAMILY RENTAL UNITS

Sec. 7-551. Title.

The regulations in this Division shall be known as the “Mesquite Multi-Family Residential Rental Units Licensing Ordinance,” and may be cited as such.

Sec. 7-552. Purpose.

The purpose of this Division is to safeguard the life, health, safety, welfare, and property of the OCCUPANTS of multi-family residential rental units and the general public, by developing a process to enforce the minimum standards of this Division with regard to LANDLORD and TENANT regulations for COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY.

Cross reference – “Commercial Residential Multi-Family Property” defined; Article V, Division 2, Sec. 7-558.

Sec. 7-553. Applicability.

This Division shall apply to all COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY.

Cross reference – “Commercial Residential Multi-Family Property” defined; Article V, Division 2, Sec. 7-558.

Sec. 7-554. Administration.

The BUILDING OFFICIAL and his/her designee(s) are authorized to administer and enforce the provisions of this Division.

Sec. 7-555. Building Official – Powers and Duties.

In addition to the powers and duties otherwise prescribed for the BUILDING OFFICIAL, as administrator of this Division, he or she is required to:

- (1) administer and enforce all provisions of this Division; and
- (2) keep records of all LICENSES issued; and
- (3) adopt rules and regulations, not inconsistent with the provisions of this Division, with respect to the form and content of application for LICENSES, the investigation of applicants, and other matters incidental or appropriate to his/her powers and duties as may be necessary for the proper administration and enforcement of the provisions of this Division; and

- (4) conduct periodic investigations of COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY throughout the CITY, concerning compliance with this Division.

Cross reference – “Commercial Residential Multi-Family Property” defined; Article V, Division 2, Sec. 7-558.

Sec. 7-556. Designated Enforcement Agents.

The BUILDING OFFICIAL, FIRE CODE OFFICIAL, CITY Field Inspectors, Peace Officers, any employee designated by the CITY MANAGER, and any other PERSON as authorized by State or other law having jurisdiction within the City of Mesquite, are hereby designated the authorized enforcement agents for this Division.

Sec. 7-557. Abbreviations and Acronyms.

The following abbreviations and acronyms may be used within this Chapter or other CITY resource materials:

- | | |
|-------------|--------------------------------------------------|
| 1. CO: | Certificate of Occupancy |
| 2. License: | Multi-Family Residential Rental Property License |
| 3. M-F: | Multi-Family |
| 4. RPL: | Rental Property License |

Sec. 7-558. Definitions.

In this Division, unless the context requires otherwise:

APARTMENT BUILDING means any STRUCTURE containing four (4) or more DWELLING UNITS.

APARTMENT COMPLEX means one (1) or more adjacent APARTMENT BUILDINGS and includes any adjacent real property under control of the OWNER of the APARTMENT COMPLEX.

BATHROOM means an area including a basin with one (1) or more of the following: a toilet, a urinal, a bathtub, a shower, a bidet, or any combination of similar PLUMBING FIXTURES serving similar purposes.

BEDROOM means the living area(s) of the DWELLING UNIT that is designed and furnished for sleeping and which has proper egress as required by the International Residential Code. A BEDROOM is used or intended to be used for sleeping purposes and does not include a KITCHEN, BATHROOM, living room, closet, hallway, utility space, entry way, garage, patio, or breezeway.

BUILDING means any STRUCTURE used or intended for supporting or sheltering any use or occupancy.

BUILDING CODE(S) mean the current locally adopted building, existing building, plumbing, mechanical, electrical, swimming pool and spa, fuels gas, energy, fire, and property maintenance codes.

BUILDING OFFICIAL means the CITY MANAGER’S designee to this position, and the term BUILDING OFFICIAL shall include the BUILDING OFFICIAL’S designated representative(s).

BUILDING STANDARDS BOARD as established in the Mesquite City Code, Chapter 20, Article IV, [Division 4](#) (BUILDING STANDARDS BOARD).

CERTIFICATE OF OCCUPANCY means a certificate issued to the OWNER by the BUILDING OFFICIAL authorizing occupancy of a building following an inspection to determine compliance with the City’s BUILDING CODES.

CITY means the City of Mesquite, Texas.

CITY MANAGER means the CITY MANAGER of the City of Mesquite, Texas, or his/her designated representative.

COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY includes APARTMENT BUILDINGS, APARTMENT COMPLEXES, and any DWELLING UNIT in multi-family dwelling communities.

DWELLING means one or more rooms rented for use as a permanent residence under a single LEASE to one or more TENANTS. See Texas Property Code, Chapter 92, Section 92.001.

DWELLING UNIT means any room or group of rooms occupied, or which is intended or designed to be occupied, as the home or residence of one (1) individual, group of individuals, family, or PERSONS maintaining a common household.

FIRE CODE OFFICIAL means the CITY MANAGER'S designee to this position, and the term FIRE CODE OFFICIAL shall include the FIRE CODE OFFICIAL'S designated representative(s).

FLOOR SPACE means the total area of all HABITABLE SPACE.

HABITABLE SPACE means the space occupied by one (1) or more PERSONS while living, sleeping, eating, and cooking, excluding KITCHENETTES, BATHROOMS, toilet rooms, laundries, pantries, dressing rooms, closets, storage spaces, foyers, hallways, utility rooms, heater rooms, boiler rooms and basement or cellar recreation rooms.

KITCHEN means a space, sixty (60) square feet or more in floor area, with a minimum width of five (5) feet containing a sink and permanent provisions for cooking and food preparation.

KITCHENETTE means a space, less than sixty (60) square feet in floor area containing a sink and permanent provisions for cooking and food preparation.

LANDLORD means the OWNER, PROPERTY MANAGER, or Resident Manager of COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY, or any other PERSON held out by any OWNER or PROPERTY MANAGER as the appropriate PERSON for the TENANT to deal with concerning the RENTAL AGREEMENT or rental property.

LEASE or *RENTAL AGREEMENT* means any written or oral agreement between a LANDLORD and TENANT that establishes or modifies the terms, conditions, rules, or other provisions regarding the use and occupancy of a DWELLING. See Texas Property Code, Chapter 92, Section 92.001.

LENDER means any PERSON who holds a mortgage, deed of trust or any other security interest in the PREMISES.

LICENSE – See *MULTI-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE*.

LICENSEE means the holder of a LICENSE.

MULTI-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE means a LICENSE issued by the BUILDING OFFICIAL pursuant to this Division. The LICENSE may be issued to PERSONS who qualify to own or manage COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY.

OCCUPANT means any PERSON living, sleeping, cooking, eating in, or having actual possession of a building or a space within a building, including a Resident.

OFFICE means a location on the property of a building where business is conducted for the COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY.

OWNER means a PERSON claiming, or in whom is vested, the ownership, dominion, or title to real property, including, but not limited to the:

- (1) Holder of fee simple title;
- (2) Holder of life estate;
- (3) Holder of a leasehold estate for an initial term of five (5) years or more;
- (4) The buyer in a contract for deed;
- (5) A mortgagor, borrower, or debtor under a deed of trust or promissory note;
- (6) A mortgagee, receiver, executor, or trustee in control of real property, but not including the holder of a leasehold estate or a tenancy for an initial term of less than five (5) years;
- (7) The LANDLORD, lessor, or sublessor of a COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY;
or
- (8) The agent of the OWNER of a fee simple title, holder of a life estate, holder of a leasehold, buyer, mortgagee, receiver, executor, trustee, LANDLORD, lessor, sublessor, or other PERSON in control of the property.

PERSON includes an individual, corporation, business trust, estate, trust, partnership, or association, two (2) or more PERSONS having a joint or common interest, or any other legal or commercial entity.

PLUMBING FIXTURES include gas pipes, water pipes, toilets, lavatories, sinks, laundry tubs, dishwashers, garbage disposal units, clothes washing machines, catch basins, wash basins, bathtubs, shower baths, sewer pipes, sewage systems, septic tanks, drains, vents, traps and other fuel-burning or water using fixtures and appliances, together with all connections to pipes.

PREMISE or PREMISES means a lot, plot, or parcel of land, including any STRUCTURE thereon, as well as a DWELLING UNIT, appurtenances, grounds, and facilities held out for the use of TENANTS, and any other area or facility whose use is promised to the TENANT.

PROPERTY MANAGER means a PERSON who, for compensation, has managing control of real property for the OWNER. This term includes operator, Resident Manager, or a PERSON who is responsible for the day-to-day operations of a property.

RENTAL AGREEMENT – See *LEASE*.

Resident means any PERSON who inhabits a DWELLING UNIT for living or DWELLING purposes with the PROPERTY MANAGER'S consent.

RESIDENT MANAGER means a PROPERTY MANAGER or agent of a PROPERTY MANAGER who resides in a DWELLING UNIT within an APARTMENT BUILDING or on the PREMISES of COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY.

State means the State of Texas and its offices, departments, and agencies.

STRUCTURE means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

TENANT means a PERSON who is authorized by a LEASE to occupy a DWELLING UNIT to the exclusion of others and who is obligated under the LEASE to pay rent. See Texas Property Code, Chapter 92, Section 92.001.

State law reference(s)—Definitions relating to residential tenancies, V.T.C.A. Property Code, § 92.001.

Sec. 7-559. Certificate of Occupancy.

- (a) *Certificate of Occupancy required.* In this Division, a CERTIFICATE OF OCCUPANCY is required to allow a building or STRUCTURE considered COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY to be occupied pursuant to Section 111 (CERTIFICATE OF OCCUPANCY) of the International BUILDING CODE, or successor and as amended.
- (b) *Offense.* It shall be unlawful for an OWNER or PROPERTY MANAGER to intentionally, knowingly, recklessly, or negligently commit, permit, or allow a building or STRUCTURE on COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY to be used or occupied without a valid CERTIFICATE OF OCCUPANCY issued pursuant to Section 111 (CERTIFICATE OF OCCUPANCY) of the International BUILDING CODE, or successor and as amended.
- (c) *Obtaining a Certificate of Occupancy is a prerequisite to obtaining a Multi-Family Residential Rental Property License.* A valid CERTIFICATE OF OCCUPANCY must first be obtained prior to the BUILDING OFFICIAL issuing a MULTI-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE for any COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY.

Cross reference – Building Code, Article II-A, Chapter 5.

Sec. 7-560. License.

- (a) *Multi-Family Residential Rental Property License required.*
 - (1) No PERSON shall maintain, conduct, operate, or rent a DWELLING UNIT in an APARTMENT COMPLEX or on the PREMISES of COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY for compensation within the CITY, or act as agent for another who is renting said DWELLING UNITS without first obtaining a MULTI-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE (LICENSE) from the BUILDING OFFICIAL.
 - (2) Should a PERSON own or maintain a COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY at more than one (1) location, a separate License is required for each additional location.
 - (3) As part of the application for a License an OWNER shall register with the BUILDING OFFICIAL the trade name of his/her APARTMENT COMPLEX or other COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY, and shall not use or permit to be used more than one (1) trade name at a single location.
 - (4) The LICENSE issued to an OWNER authorizes such OWNER and its bona fide agents or employees to rent DWELLING UNITS to TENANTS.
- (b) *Obtaining a Certificate of Occupancy is a prerequisite to obtaining a Multi-Family Residential Rental Property License.* A valid CERTIFICATE OF OCCUPANCY must first be obtained prior to the BUILDING OFFICIAL issuing a LICENSE for any COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY.
- (c) *Application(s) for License.*
 - (1) Applications for a LICENSE shall be filed with the BUILDING OFFICIAL on a form provided for that purpose.
 - (2) Should an applicant own an APARTMENT COMPLEX or other COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY at more than one (1) location, a separate application must be filed for each location.
 - (3) The following information shall be required on the application:
 - a. names, current mailing, physical, and e-mail addresses, and telephone numbers of all OWNERS, managers, lien holders, and insurance companies; and
 - b. State-issued driver's license or identification numbers and dates of birth of all OWNERS and managers; and

- c. PROPERTY MANAGER(s), names, current mailing, physical, and e-mail addresses, and telephone numbers; and
 - d. names, current mailing, physical, and e-mail addresses, state-issued driver's license or identification numbers, and dates of birth of all registered agents, presidents, and vice-presidents, if any of the above-named parties are corporations; and
 - e. names, current mailing, physical, and e-mail addresses, state-issued driver's license or identification numbers, and dates of birth of all registered agents, presidents, and vice-presidents, if any of the registered agents are corporations; and
 - f. one trade name; and
 - g. street address of the property; and
 - h. zoning district in which the property is located; and
 - i. telephone number, name, and current mailing, physical, and e-mail addresses, of a PERSON responsible for paying utility bills for the property; and
 - j. the number of DWELLING UNITS broken down by number of efficiencies, one-BEDROOM, two-BEDROOM, and three-BEDROOM, etc.; and
 - k. the current occupancy rate, in percentage, of a multi-family DWELLING community.
- (4) The BUILDING OFFICIAL may, at any time, require additional relevant information of the OWNER or PROPERTY MANAGER to clarify items on the application. The OWNER and PROPERTY MANAGER shall provide the information the CITY requires within ten (10) calendar days of the CITY's request.
- (5) It is the duty of an OWNER and PROPERTY MANAGER to update all information provided in the application within ten (10) calendar days of any change.
- (d) *Issuance of License.* The BUILDING OFFICIAL shall issue a LICENSE to the applicant only upon the:
- (1) receipt of a completed application; and
 - (2) payment of the applicable fees; and
 - (3) successful inspection, or re-inspection when applicable, of the property verifying the property is in compliance with the minimum standards set forth in this Division; and
 - (4) applicant's compliance with all the requisites of this Division.
- (e) *Annual License fee.* The annual fee for a MULTI-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE (LICENSE) is calculated per unit. The annual fee is payable to the City of Mesquite and is due on or before April 1st of each year. See Appendix D for applicable fees.
- (f) *Expiration date of License.* The LICENSE will expire on May 31 of each year.
- (g) *Display of License.* Each LICENSE issued pursuant to this Division together with a copy of this Division must be posted and displayed in a conspicuous place in the leasing OFFICE or other OFFICE location to which the TENANT has access to during reasonable hours of operation.
- (h) *Replacement License.* A reissuance of a LICENSE may be issued for one lost, destroyed, or mutilated LICENSE upon application on the form provided by the BUILDING OFFICIAL. A replacement LICENSE may have the word "REPLACEMENT" stamped across its face and may bear the same number as the one it replaces. See Appendix D for applicable fees.
- (i) *Transferability.* The LICENSE is not assignable or transferable.

Cross reference –

Sec. 12-122 – Rental Property License (RPL) fees; Article XII. Planning and Development Services, Appendix D—Comprehensive Fee Schedule.

Sec. 7-561. Inspection and reinspection.

- (a) *In general.* No LICENSE shall be issued if, as a result of an inspection or reinspection, it is determined that the rental property does not comply with the standards of this Division.
 - (1) *Inspection.* An inspection shall be conducted prior to the issuance of a MULTI-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE (LICENSE).
 - (2) *Reinspection.* COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY shall be periodically reinspected for compliance with the provisions of this Division. A reinspection fee may be charged each time a reinspection is required pursuant to this Division. See Appendix D for applicable fees.
- (b) *Inspection and reinspection required.* COMMERCIAL RESIDENTIAL MULTI-FAMILY PROPERTY shall be inspected and/or periodically reinspected as follows, whichever occurs first:
 - (1) upon first time issuance of a LICENSE; or
 - (2) if warranted by the CITY’s receipt of a complaint; or
 - (3) an inspection of the rental property has not been conducted by the CITY in three (3) years or more.

Cross reference –

Sec. 12-122 – Rental Property License (RPL) fees; Article XII. Planning and Development Services, Appendix D—Comprehensive Fee Schedule.

Sec. 7-562. Denial or revocation of License and/or Certificate of Occupancy.

- (a) *In general.* For failure to comply with the terms of this Division, the BUILDING OFFICIAL, or FIRE CODE OFFICIAL may deny or revoke the MULTI-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE (LICENSE) and/or the CERTIFICATE OF OCCUPANCY for those APARTMENT COMPLEXES, DWELLING UNITS, BUILDINGS, or STRUCTURES in violation.
- (b) *Process and procedures - Denial or revocation of a License and/or Certificate of Occupancy.*
 - (1) A LICENSE or CO may be denied or revoked if:
 - a. the application contains false information; or
 - b. there are utility, tax, or property lien fees due for the property for which the LANDLORD is responsible; or
 - c. the property is not in compliance with the standards set forth in this Division; or
 - d. there exists any condition in, on or near the property that renders the rental property unsafe or unfit for human habitation or occupancy or presents a threat to public health or safety; or
 - e. serious or repeated violations of any of the requirements of this Division, or for interference with the CITY or any of its agents in the performance of their duties.
 - (2) The BUILDING OFFICIAL or FIRE CODE OFFICIAL shall issue a written “NOTICE OF INTENT – ADMINISTRATIVE DECISION TO DENY OR REVOKE A LICENSE and/or CERTIFICATE OF OCCUPANCY” (“**Notice of Intent – Administrative Decision**”) to deny or revoke a LICENSE and/or CERTIFICATE OF OCCUPANCY, which shall set forth the grounds upon which the Administrative Decision is issued and inform the applicant or holder:

- a. The BUILDING OFFICIAL or FIRE CODE OFFICIAL “denies” the issuance of the LICENSE and/or CERTIFICATE OF OCCUPANCY (“CO”); or the BUILDING OFFICIAL or FIRE CODE OFFICIAL “revokes” the LICENSE and/or CO.
 - b. The decision to deny or revoke the issuance of a LICENSE and/or CO will become final at the close of business on the thirtieth (30th) day after the date of the **Notice of Intent – Administrative Decision** unless the holder appeals the administrative decision in accordance with Chapter 5, [Article XIII](#) (Appeals of Administrative Decisions to BUILDING STANDARDS BOARD).
 - c. This Division (Multi-Family Rental Units), and Chapter 5, Article XIII (Appeals of Administrative Decisions to BUILDING STANDARDS BOARD) shall be referenced in the **Notice of Intent – Administrative Decision**.
 - d. The date of the **Notice of Intent – Administrative Decision** is considered DAY ZERO (0).
- (3) Failure of any PERSON to file a “Notice of Appeal” within the time period, as identified in Chapter 5, Article XII, [Sec. 5-1304](#) (Initiating an appeal and deadline), is a waiver of his/her right to a hearing and the Administrative Decision to deny or revoke the LICENSE and/or CERTIFICATE OF OCCUPANCY shall be FINAL.

Sec. 7-563. Tenant’s remedies regarding revocation of Certificate of Occupancy.

If the CITY or a county revokes a CERTIFICATE OF OCCUPANCY for a LEASED PREMISES because of the LANDLORD’S failure to maintain the PREMISES, the LANDLORD is liable to a TENANT who is not in default under the LEASE in accordance with Texas Property Code, Chapter 92, Section 92.023 (Tenant’s remedies Regarding Revocation of CERTIFICATE OF OCCUPANCY), or successor and as amended.

Sec. 7-564. Reinstatement or reissuance of License and/or Certificate of Occupancy.

- (a) *In general.* If the MULTI-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE (LICENSE) or CERTIFICATE OF OCCUPANCY is denied or revoked by the BUILDING OFFICIAL or FIRE CODE OFFICIAL, either may be reinstated, reissued, or issued by the BUILDING OFFICIAL or FIRE CODE OFFICIAL, upon request by the OWNER or PROPERTY MANAGER.
- (b) *Reinstatement, reissuance, or issuance requirements.* In order to reinstate, reissue, or issue a LICENSE or CERTIFICATE OF OCCUPANCY, the BUILDING OFFICIAL or FIRE CODE OFFICIAL must make a finding that the denial or revocation is no longer valid because:
 - (1) the violations have been corrected; and
 - (2) there are no other grounds for the LICENSE and/or CERTIFICATE OF OCCUPANCY to remain denied or revoked; and
 - (3) the LICENSE and/or CERTIFICATE OF OCCUPANCY should be reinstated.
- (c) An administrative decision to deny the reinstatement, reissuance, or issuance of a LICENSE and/or CO may be appealed in accordance with Chapter 5, [Article XIII](#) (Appeals of Administrative Decisions to BUILDING STANDARDS BOARD).

Sec. 7-565. Property standards – Responsibilities of Landlord.

- (a) The LANDLORD has the duty to furnish and maintain the PREMISES in accordance with the following property standards:
- (1) Eliminate a hole, excavation, sharp protrusion and other objects or conditions that exist on the PREMISES and are reasonably capable of causing injury to a PERSON.
 - (2) Securely cover or close a well, cesspool, or cistern.
 - (3) Provide an adequate number of solid waste receptacles or containers on the PREMISES.
 - (4) Provide drainage to prevent standing water and flooding on the land or in a STRUCTURE.
 - (5) Keep the PREMISES clean and remove from the PREMISES abandoned items, including but not limited to an abandoned motor vehicle, ice box, refrigerator, stove, glass, building material and fixtures, building rubbish or similar items, weeds, dead trees, trash, or garbage.
 - (6) Keep the doors and windows of a vacant DWELLING UNIT or vacant portion of an APARTMENT BUILDING securely closed to prevent unauthorized entry.
 - (7) Maintain the doors and windows of a vacant STRUCTURE or vacant portion of a STRUCTURE in sound working condition, weather tight, watertight and rodent-proof. Doors and windows of a vacant STRUCTURE or vacant portion of a STRUCTURE may not be covered up, boarded over or otherwise enclosed for more than thirty (30) days unless approved by the BUILDING OFFICIAL.
 - (8) Keep all areas of the BUILDING, grounds, facilities, and appurtenances in a clean, safe, and sanitary condition.
 - (9) Maintain parking lots, fire lanes, driveways, sidewalks, porches, patios, and other paved areas free from deterioration, holes, excavations, sharp protrusions or any other object or condition which may cause injury to a PERSON.
 - (10) Maintain legible parking and fire lane markings and wheel stops to provide for orderly and safe loading, unloading, and parking of vehicles.
 - (11) Maintain vehicular and pedestrian control devices in good condition.
 - (12) The LANDLORD shall remove all graffiti on any of the facilities as soon as practical but no later than fourteen (14) days from the date the LANDLORD receives notice. The foregoing shall not relieve the LANDLORD from complying with any visual blight ordinance or regulation.
 - (13) Maintain fences, gates, and screening walls in good condition.
- (b) *Defense to prosecution.* It is a defense to prosecution under Subsection (a) of this Section that the PREMISES concerned is the site of new construction and reasonable and continuous progress is being made to complete the construction.

Sec. 7-566. Structural standards – Responsibilities of Landlord.

- (a) The LANDLORD has the duty to furnish and maintain the PREMISES in accordance with the following structural standards:
- (1) Protect the exterior surfaces of a STRUCTURE that are subject to decay by application of paint or other coating.
 - (2) Provide and maintain railings for stairs, steps, balconies, porches and elsewhere as specified in the Mesquite City Code as well as the International BUILDING CODE, International Residential Code, or International Property Maintenance Code, as amended by the Mesquite City Code.
 - (3) Repair holes, cracks, and other defects reasonably capable of causing injury to a PERSON in stairs, porches, steps, and balconies.
 - (4) Maintain a DWELLING UNIT or APARTMENT BUILDING in a weather tight and watertight condition.
 - (5) Maintain floors, walls, ceilings, and all supporting structural members in a sound condition, capable of bearing imposed loads safely.
 - (6) Repair or replace chimney flue and vent attachments that do not function properly.
 - (7) Repair holes, cracks, breaks and loose surface materials that are health or safety hazards in or on floors, walls, and ceilings.
 - (8) Provide and maintain the BUILDING foundation system so it is capable of supporting the load which normal use may cause to be placed thereon.
 - (9) Provide roofs so that they are structurally sound, maintained in a safe condition, and have no defects which might admit rain or cause dampness in the walls or BUILDING interior.
 - (10) Provide and maintain all portions, additions and sections of a roof system including, but not limited to: fascia, eaves, soffit, sheathing, rafter tails, barge rafter, vent screening, gutters, downspouts, roof jacks, and lead or metal flashing. The roof system shall be complete with all trim strips, moldings, brackets, braces, and supports. No component of the roof system shall display signs of deterioration, abuse, or improper installation that could affect the purpose of that item or cause damage to the immediate area or roof STRUCTURE, or create dampness or admit rain to the interior of the BUILDING.
 - (11) Provide and maintain every DWELLING UNIT with a safe, unobstructed means of egress.
 - (12) Construct inside and outside stairs, porches, and their appurtenances in a manner capable of supporting the load that normal use may cause to be placed thereon and maintain them in sound condition and good repair.
 - (13) Provide and maintain every window and exterior door so it is weather tight, watertight, and rodent-proof, and kept in sound working condition and good repair.
 - (14) Provide every exterior door with properly installed hardware that is maintained to ensure reasonable ease of operation to open, close, and secure in an open or closed position, as intended by the manufacturer of the door and the attached hardware.
 - (15) Provide and maintain garages, storage BUILDINGS, and all other accessory STRUCTURES in good repair and sound structural condition.
 - (16) Maintain every structural element of the DWELLING in a structurally sound condition, showing no evidence of deterioration that would render it incapable of carrying normal loads.
 - (17) Provide and maintain the privacy of BATHROOMS by installing doors with privacy hardware intended by manufacturer for that purpose.
 - (18) Maintain painted exterior surfaces free of flaking, chipping, peeling, and fading paint.

(19) Provide every window and exterior door with security devices complying with Chapter 92 of the Texas Property Code.

(b) Reserved.

Sec. 7-567. Utility standards – Responsibilities of Landlord.

(a) The LANDLORD has the duty to furnish and maintain the PREMISES in accordance with the following utility standards:

- (1) Provide and maintain in working order connections to discharge sewage from a STRUCTURE or land into a public sewer system.
- (2) Provide and maintain in working order a toilet connected to a water source and to a public sewer in each DWELLING UNIT.
- (3) Provide and maintain in working order connections and pipes to supply potable water at adequate pressure to a DWELLING UNIT.
- (4) Provide and maintain a device to supply hot water of a constant minimum temperature of one hundred twenty (120) degrees Fahrenheit within each DWELLING UNIT.
- (5) Provide and maintain in working order a KITCHEN sink, bathtub or shower and lavatory in each DWELLING UNIT and connect them to a cold and hot water source.
- (6) Connect PLUMBING FIXTURES and heating equipment that the LANDLORD supplies in accordance with the plumbing code and mechanical code.
- (7) Provide heating equipment capable of maintaining a minimum inside temperature of sixty-eight (68) degrees Fahrenheit in each room of a DWELLING UNIT.

a. If, within a twelve-month period, more than six (6) notices of violation are issued to a LANDLORD under this Section, a rebuttable presumption is created that all or part of the heating system is in system failure. In this event, the LANDLORD shall provide a report to the BUILDING OFFICIAL, signed, and sealed by a professional engineer registered in the State of Texas that delineates corrective action to be taken by the LANDLORD to ensure the heating system will function without continuing interruptions or violations. The BUILDING OFFICIAL shall establish a reasonable compliance date for completion of repair or installation of no less than seven (7) days and provide written notice to the LANDLORD of the compliance date and that failure to take corrective action will result in the initiation of procedures for revocation of the CERTIFICATE OF OCCUPANCY for the use.

b. Cooking appliances shall not be used to provide space heating to meet the requirements of this subsection.

c. Nothing in this Section limits the CITY'S authority to take any other available action to enforce a violation, including but not limited to citations in municipal court, or actions in civil court.

(8) Provide and maintain air conditioning equipment capable of maintaining a maximum inside temperature at least twenty (20) degrees cooler than the outside temperature. In no event, shall the inside temperature exceed eighty-five (85) degrees Fahrenheit.

a. If, within a twelve-month period, more than six (6) notices of violation are issued to a LANDLORD under this Section, a rebuttable presumption is created that all or part of the air conditioning system is in system failure. In this event, the LANDLORD shall provide a report to the BUILDING OFFICIAL, signed, and sealed by a professional engineer registered in the State of Texas that delineates corrective action to be taken by the LANDLORD to ensure the air conditioning system will function without continuing interruptions or violations. The BUILDING OFFICIAL shall establish a reasonable compliance date for completion of repair or installation of no less than seven (7) days and

provide written notice to the LANDLORD of the compliance date and that failure to take corrective action will result in the initiation of procedures for revocation of the CERTIFICATE OF OCCUPANCY for the use.

- (9) Provide and maintain supply lines for electrical service to each DWELLING UNIT.
 - (10) Connect each heating device that burns solid fuel to a chimney or flue.
 - (11) Provide and maintain electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures.
 - (12) Maintain all electrical, plumbing, heating, cooking, refrigeration, and other facilities supplied by the LANDLORD in good working condition at all times.
 - (13) Provide and maintain approved smoke detectors in each DWELLING UNIT. The smoke detectors must be among those on an approved list maintained by the BUILDING OFFICIAL, and must be installed in accordance with local adopted codes.
 - (14) Provide and maintain exterior illumination in the following areas:
 - a. At appropriate points adjacent to all BUILDING entrances including individual DWELLING UNITS. Lighting shall be sufficient to illuminate areas where hazards may reasonably exist.
 - b. Locate and provide parking areas, walkways, stairs, steps, doorways, and garbage storage areas of the APARTMENT COMPLEX so that the facial features of a PERSON at least five (5) feet tall are distinguishable from a distance of thirty-five (35) feet.
 - c. Provide security lighting in compliance with all applicable CITY ordinances and State law.
- (b) Reserved.

Sec. 7-568. Health standards – Responsibilities of Landlord.

- (a) The LANDLORD has the duty to furnish and maintain the PREMISES in accordance with the following health standards:
 - (1) Eliminate rodents and vermin in or on the land.
 - (2) Maintain the interior of a vacant STRUCTURE or vacant portion of a STRUCTURE free from rubbish and garbage.
 - (3) Keep the interior of a STRUCTURE or portion of a STRUCTURE free from insects, rodents, and vermin.
 - a. The LANDLORD shall maintain those portions of the interior of a STRUCTURE under his/her control free from rubbish, garbage, and other substances that may encourage infestation by insects, rodents, or vermin and from all other unsanitary conditions, and shall cause the STRUCTURE to be exterminated of insects, rodents and other pests by an exterminator licensed by the State within five (5) days after receiving notice from the CITY that extermination is necessary.
 - b. All STRUCTURES in which insects, rodents, or vermin are found shall be exterminated by approved processes that will not be injurious to human health. After extermination, the LANDLORD and OCCUPANT shall take proper precautions to prevent re-infestation.
 - (4) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, rubbish, garbage, and other waste materials and arrange for frequent removal of such waste materials.
 - (5) Provide and maintain food-contact surfaces that are smooth and easily cleanable; impermeable to liquid; unpainted; not resurfaced; free from areas which are inaccessible to cleaning and inspection; free from breaks, seams, cracks, chips, pits, or similar imperfections; and free from difficult-to-clean internal corners or crevices.
 - (6) Take immediate action to clear stoppages and partial blockages of all sanitary sewer systems. The LANDLORD shall within twenty-four (24) hours after notice of a malfunctioning sewer system:
 - a. Reinstate properly functioning sewer service; and
 - b. Complete removal of all residue and complete treatment of all affected areas with a suitable disinfectant, including but not limited to, all area inside STRUCTURES, underneath STRUCTURES, and all PREMISES under the control of the LANDLORD.
 - (7) Maintain in operable condition, in compliance with the International Fire Code, all systems, devices and equipment provided on the property to detect fire, smoke, and carbon monoxide, to actuate an alarm or to suppress or control a fire, or any combination thereof.
 - (8) Remove all mold using methods acceptable to the BUILDING OFFICIAL.
 - a. Smooth, hard surfaces, easily cleanable, and generally resilient to mold growth and development may be cleaned for the abatement of mold.
 - b. Rough and porous surfaces, including wall coverings and finishes may be cleaned, treated, and painted for the abatement of mold as so long as the mold growth does not reappear in the same location after the initial treatment. If the initial treatment fails to prohibit the growth of mold, the coverings and finish systems shall be replaced, including paneling, gypsum board, and any other surface to which the growth is attached.
 - (9) Maintain the shared or common areas of the DWELLING and PREMISES in a clean and sanitary condition.
- (b) Reserved.

Cross reference(s)—Buildings and Construction, Ch. 5; Solid Waste, Ch. 14; Water And Liquid Waste, Ch. 16.

Sec. 7-569. Miscellaneous matters – Responsibilities of Landlord.

- (a) *Disclosure of ownership and management.* A LANDLORD shall comply with Texas Property Code, Chapter 92, Section 92.201 (Disclosure of Ownership and Management). In addition, a LANDLORD shall disclose to the TENANT, by properly posting in the OFFICE, the name and address of:
 - (1) each PROPERTY MANAGER and RESIDENT MANAGER; and
 - (2) the management company responsible for the operation of the company.

- (b) *Disclosure of this Division.*
 - (1) A LANDLORD shall distribute to all TENANTS a copy of this Division, describing the rights and responsibilities of the LANDLORD and TENANTS, and shall keep a log book with name, date, and signature of the PERSON receiving same, for a period of one (1) year, for official use by the CITY.
 - (2) The BUILDING OFFICIAL or other representative of the CITY may inspect the log book upon request, with the consent of the LANDLORD; or through a warrant, subpoena, or any other remedy provided by law.

- (c) *Notice of entry.* A LANDLORD shall leave notice of entry, whenever it is necessary to enter an apartment without the specific permission of the TENANT. Such notice shall include date, time, purpose, and the PERSON who has entered the DWELLING UNIT.

Sec. 7-570. Responsibilities of Tenant.

- (a) A TENANT shall comply with the following requirements:
 - (1) Maintain the interior of a DWELLING UNIT free from rubbish and garbage.
 - (2) Remove an animal from a DWELLING UNIT if the presence of the animal is a health hazard to a TENANT.
 - (3) Report in writing to the LANDLORD any defective conditions in the PREMISES or DWELLING UNIT.
 - (4) Place ashes, rubbish, garbage, and any other waste material in the appropriate receptacles provided by the LANDLORD.
 - (5) Not alter a STRUCTURE or its facilities so as to create a nonconformity with the minimum standards of this Division.
 - (6) Use in a reasonable manner, as provided in the manufacturer's instructions, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities, and appliances, including elevators, in the PREMISES.
 - (7) Not intentionally destroy, deface, damage, impair, or remove any part of the PREMISES or permit or suffer any other PERSON to do so.
 - (8) Conduct himself or herself, and require other PERSONS on the PREMISES with his/her consent to conduct themselves, in a manner that will not disturb any neighbors' peaceful enjoyment of the PREMISES. For purposes of this article, such unpermitted conduct includes, but is not limited to, any loud playing of music, television, radio, instrument, or any other mechanical device.
 - (9) When vacating the apartment, remove all trash and debris.
 - (10) Comply with occupancy limitations as identified in the Texas Property Code, Chapter 92, [Section 92.010](#) (Occupancy Limits).

- (11) Not alter or remove any smoke detector, heat detector, fire alarm initiating or notification device, or any other life safety device located in the PREMISE or DWELLING UNIT.
- (12) Not alter or remove any window or door security hardware.

(b) Reserved.

Cross reference(s)—

Animals, Ch. 4.
Property standards – Responsibilities of Landlord – Sec. 7-565
Structural standards – Responsibilities of Landlord – Sec. 7-566
Utility standards – Responsibilities of Landlord – Sec. 7-567
Health standards – Responsibilities of Landlord – Sec. 7-568

Sec. 7-571. Notice – defined.

- (a) *To “notify” or “give notice or notification.”* In general, a PERSON "notifies" or "gives a notice or notification" to another PERSON by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know it.
- (b) *Receipt of notice.*
 - (1) *Landlord’s receipt of notice.* In general, a LANDLORD “receives” notice from a TENANT when it is delivered:
 - a. to the OFFICE of the APARTMENT COMPLEX, or
 - b. to the place of business of the LANDLORD through which the RENTAL AGREEMENT was made, or
 - c. to any place held out by the LANDLORD as the place for receipt of the communication.
 - (2) *Tenant’s receipt of notice.* In general, a TENANT “receives” notice from a LANDLORD when it is delivered:
 - a. in hand to the TENANT, or
 - b. by registered or certified mail to the TENANT at the place held out by him or her for receipt of the communication, or
 - c. in the absence of such designation, to the TENANT'S last known place of residence.
- (c) *State law.* Any required “notice” provided by a LANDLORD to a TENANT, or “notice” provided by a TENANT to a LANDLORD, shall comply with Texas Property Code, Chapter 92, including, but not limited to the following Sections: Sec. 92.052 (Landlord’s Duty To Repair or Remedy); Sec. 92.054 (Casualty Loss); Sec. 92.055 (Closing the Rental Premises); and Sec. 92.056 (Landlord Liability and Tenant Remedies; Notice and Time for Repair); and Sec. 92.0561 (Tenant’s Repair and Deduct Remedies), or successor and as amended.

Sec. 7-572. Notification and repair duties – Responsibilities of Tenant and Landlord.

- (a) *Duty of Landlord to furnish and maintain premises.* The LANDLORD has the duty to furnish and maintain the PREMISES in accordance with the minimum standards enumerated in this Division.
- (b) *Notice requirements.* When “notice” is required by this Section, LANDLORDS and TENANTS must comply with Sec. 7-571 (Notice – defined).
- (c) *Defective conditions – Non-emergency situations.*
 - (1) *Tenant’s duty to provide notice regarding defective conditions.* The TENANT shall be required to notify the LANDLORD in writing of any defective condition in the PREMISES or DWELLING UNIT in noncompliance with the standards enumerated in this Division.
 - (2) *Repairs shall be made by Landlord in a reasonable amount of time.* Upon notice by the TENANT in writing of any defective condition in the PREMISES or DWELLING UNIT in noncompliance with the standards enumerated in this Division, the LANDLORD shall repair such condition within a reasonable period of time.
 - (3) *Tenant may file a complaint with the Building Official.*
 - a. Except as otherwise provided for emergency situations, if the LANDLORD fails to complete repairs of any defective condition within seven (7) days, the TENANT may file a complaint in writing to the BUILDING OFFICIAL for enforcement of the Division.
 - b. The BUILDING OFFICIAL shall establish a time in which the repair must be completed, based upon the nature of repair and the difficulty involved, and shall issue a citation if the defect is not corrected within such reasonable time.
- (d) *Emergency situations.*
 - (1) *Definition.* For purposes of this Division, "emergency situations" are defined as:
 - a. a stopped-up commode; or
 - b. overflowing bathtub or sink; or
 - c. broken pipes; or
 - d. leaking roof; or
 - e. emergency electrical malfunction; or
 - f. heating and air conditioning systems that do not meet the utility standards of this Division; or
 - g. other conditions or situations having immediate adverse effects on the health or safety of the TENANT or the subject property.
 - (2) *Landlord’s duty to provide an emergency telephone number.* The LANDLORD shall provide to all TENANTS an emergency telephone number which is answered at all times during night or day. The LANDLORD’S compliance with Texas Property Code, Chapter 92, Section 92.020 is required.
 - (3) *Tenant’s duty to provide notice regarding emergency situations.* The TENANT shall be required to notify the LANDLORD immediately by telephone, utilizing the emergency telephone number provided by the LANDLORD, of any emergency situation in the PREMISES or DWELLING UNIT in noncompliance with the standards enumerated in this Division.
 - (4) *Repairs shall be made by Landlord in a reasonable amount of time.* Upon receipt of the TENANT’S notification, the LANDLORD shall respond immediately and furnish assistance to the TENANT within one (1) hour from such notification, where possible.
 - (5) *Tenant may file a complaint with the BUILDING OFFICIAL.* If the LANDLORD fails to complete repairs within twenty-four (24) hours after giving notice of the emergency situation, the TENANT

may file a complaint with the BUILDING OFFICIAL.

- (e) *Casualty loss – Fire, smoke, hail, explosion, or similar cause of damage.*
 - (1) *State law.* A LANDLORD shall comply with Texas Property Code, [Section 92.054](#) (Casualty Loss).
 - (2) *Landlord’s duty to secure building or structures.* When any portion of an APARTMENT BUILDING is damaged by a casualty loss such as fire, smoke, hail, explosion, or similar cause of damage, and rendered uninhabitable, the LANDLORD shall, within twenty-four (24) hours, secure the BUILDING to prevent entry from unauthorized PERSONS.
 - (3) *Landlord’s duty to remove damaged materials and start of repairs.* Within thirty (30) days after notice from the BUILDING OFFICIAL or designee, the LANDLORD shall remove all refuse, debris, charred, and partially burned lumber and material from the PREMISES, and begin making the necessary repairs to the BUILDING in accordance with [Section 92.054](#) of the Texas Property Code.
- (f) *Lease term after natural disaster.* If a rental PREMISES is, as a practical matter, totally unusable for residential purposes as a result of a natural disaster such as a hurricane, tornado, flood, extended freeze, or widespread windstorm, a LANDLORD shall comply with Texas Property Code, Chapter 92, Section 92.062 (Lease Term After Natural Disaster), or successor and as amended, when allowing a TENANT to move to another rental unit owned by the LANDLORD.
- (g) *Closing the rental premises.* A LANDLORD shall comply with the Texas Property Code, [Section 92.055](#) (Closing the Rental Premises) when a rental unit is closed as provided by that section.

Cross reference –

Notice – defined, Sec. 7-571.

State law reference(s)—

Landlord’s duty to repair or remedy, V.T.C.A. Property Code, § 92.052.
Casualty Loss, V.T.C.A. Property Code, § 92.054.
Closing the Rental Premises, V.T.C.A. Property Code, § 92.055.
Landlord Liability and Tenant Remedies; Notice and Time for Repair, V.T.C.A. Property Code, § 92.056.
Tenant’s Repair and Deduct Remedies, V.T.C.A. Property Code, § 92.0561.
Lease Term After Natural Disaster, V.T.C.A. Property Code, § 92.062.

Sec. 7-573. Retaliatory eviction.

Compliance with Section 92.331 of the Texas Property Code, "Retaliation by Landlord" is required.

State law reference(s)—Retaliation by Landlord, V.T.C.A. Property Code, § 92.331.

Sec. 7-574. Violations – Criminal offense, affirmative defenses, and penalties.

- (a) *Violations and offense.*
 - (1) A PERSON who violates a provision of this Division, or who fails to perform an act required of him/her by this Division, commits a criminal offense.
 - (2) No PERSON may violate any provision of this Division, including LANDLORDS, OWNERS, TENANTS, and OCCUPANTS of rental property.
 - (3) A PERSON commits an offense if he/she acts in the capacity of a LANDLORD without a valid LICENSE issued under this Division.
 - (4) A LANDLORD or an OWNER commits an offense if he/she rents, LEASES, or allows another to occupy rental property that has not passed a CITY inspection, or does not have a valid LICENSE.
 - (5) A LANDLORD or an OWNER commits an offense if he/she rents, LEASES, or allows another to occupy rental property after having been provided with notice of a cease-and-desist order issued

by a CITY Enforcement Agent to vacate the PREMISES or repair or remediate a condition that is a violation of this Division or causes a public nuisance.

- (6) No LANDLORD or OWNER may prevent or impair an inspection under this Division, or actively and knowingly conceal, cover, or disguise any condition that is a violation of the minimum standards imposed by this Division.
- (b) *Affirmative defenses.* Notwithstanding all other sections of this Division, it will be an affirmative defense to a complaint if the defendant is able to establish that:
- (1) the noncomplying condition described in the complaint was repaired within the prescribed time limits set forth in this Division; or
 - (2) the noncomplying condition was repaired within the time limits established by the BUILDING OFFICIAL, or that the period for repair was unreasonable due to circumstances beyond the control of the LANDLORD; or
 - (3) the required TENANT'S notice was not provided to the LANDLORD; or
 - (4) the noncomplying condition was caused by the deliberate or intentional conduct of the complaining party; or
 - (5) the noncomplying condition could have been corrected but for the TENANT'S refusal to permit access to his/her DWELLING UNIT.
- (c) *Penalties.* Any PERSON violating any provision of this Division shall, upon conviction thereof, be subject to enforcement and a fine as specified in Section 1-6 of this Code.

Cross reference –

Notice – defined, Sec. 7-571.

Notification and Repair duties – Responsibilities of Tenant and Landlord, Sec. 7-572.

Sec. 7-575. Appeals of administrative decisions.

- (a) *In general.* Administrative decisions of CITY officials made pursuant to this Division may be appealed in accordance with Chapter 5, [Article XIII](#) (Appeals of Administrative Decisions to BUILDING STANDARDS BOARD), or successor and as amended.
- (b) *Types of decisions that may be appealed.* Appeals of administrative decisions under this Division include, but may not be limited to:
 - (1) denial of issuance of LICENSE; or
 - (2) revocation of LICENSE, or CERTIFICATE OF OCCUPANCY; or
 - (3) denial of reissuance of LICENSE, or CERTIFICATE OF OCCUPANCY; or
 - (4) denial of reinstatement of LICENSE, or CERTIFICATE OF OCCUPANCY.

Secs. 7-576—7-600. – Reserved.

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DIVISION 3. - SINGLE-FAMILY RENTAL UNITS – LONG-TERM RENTALS

Sec. 7-601. Title.

- (a) The regulations in this Division shall be known as the “Mesquite Single-Family Residential Rental Units Licensing Ordinance for Long-Term Rentals,” and may be cited as such.
- (b) A LONG-TERM RENTAL PROPERTY as defined in this Division may be known, cited, or referred to as “LONG-TERM RENTALS” or “LTR.”

Cross references –

Abbreviations and acronyms, Article V, Division 3, Sec. 7-607.

Definitions, Article V, Division 3, Sec. 7-608.

Sec. 7-602. Purpose.

The purpose of this Division is to safeguard the life, health, safety, welfare, and property of the OCCUPANTS of single-family residential rental units for LONG-TERM RENTALS, and the general public, by developing a process to enforce the minimum standards of this Division with regard to LONG-TERM RENTAL activities within the CITY.

Cross reference – Definitions, Article V, Division 3, Sec. 7-608.

Sec. 7-603. Applicability.

- (a) This Division shall apply to all single-family residential rental DWELLING UNITS utilized for LONG-TERM RENTALS.
- (b) This Division shall not supersede any private conditions, covenants, or restrictions, including Home Owner’s Association (HOA) regulations, applicable to a LONG-TERM RENTAL PROPERTY.

Cross references –

Abbreviations and acronyms, Article V, Division 3, Sec. 7-607.

Definitions, Article V, Division 3, Sec. 7-608.

Sec. 7-604. Administration.

The DIRECTOR OF NEIGHBORHOOD SERVICES and his/her designee(s) are authorized to administer and enforce the provisions of this Division.

Sec. 7-605. Director – Powers and Duties.

In addition to the powers and duties otherwise prescribed for the DIRECTOR OF NEIGHBORHOOD SERVICES, as administrator of this Division, he or she is required to:

- (1) administer and enforce all provisions of this Division; and
- (2) keep records of all LICENSES issued; and
- (3) adopt rules and regulations, not inconsistent with the provisions of this Division, with respect to the form and content of application for LICENSES, the investigation of applicants, and other matters incidental or appropriate to his/her powers and duties as may be necessary for the proper administration and enforcement of the provisions of this Division; and
- (4) conduct periodic investigations throughout the CITY with regard to single-family residential rental units for LONG-TERM RENTALS concerning compliance with this Division.

Sec. 7-606. Designated Enforcement Agents.

The DIRECTOR OF NEIGHBORHOOD SERVICES, CITY Field Inspectors, BUILDING OFFICIAL, FIRE CODE OFFICIAL, Peace Officers, any employee designated by the CITY MANAGER, and any other PERSON as authorized by State or other law having jurisdiction within the City of Mesquite, are hereby designated the authorized Enforcement Agents for this Division.

Sec. 7-607. Abbreviations and Acronyms.

The following abbreviations and acronyms may be used within this Chapter or other CITY resource materials:

1. LTR: Long-Term Rental
2. License: Single-Family Residential Rental Property License for LTRs
3. RPL: Rental Property License
4. RPL–LTR: Rental Property License – Long-Term Rental

Sec. 7-608. Definitions.

BEDROOM means the living area(s) of the DWELLING UNIT that is designed and furnished for sleeping and which has proper egress as required by the International Residential Code. A BEDROOM is used or intended to be used for sleeping purposes and does not include a KITCHEN, BATHROOM, living room, closet, hallway, utility space, entry way, garage, patio, or breezeway.

BUILDING means any STRUCTURE used or intended for supporting or sheltering any use or occupancy.

BUILDING CODE(S) mean the current locally adopted building, existing building, plumbing, mechanical, electrical, swimming pool and spa, fuels gas, energy, fire, and property maintenance codes.

BUILDING OFFICIAL means the CITY MANAGER’S designee to this position, and the term BUILDING OFFICIAL shall include the BUILDING OFFICIAL’S designated representative(s).

CITY means the City of Mesquite, Texas.

CITY MANAGER means the CITY MANAGER of the City of Mesquite, Texas, or his/her designated representative.

COMMERCIAL EVENTS & MEETINGS include, but not limited to, luncheons, banquets, parties, weddings, meetings, charitable fundraising, commercial or advertising activities, or other similar gatherings in such numbers of guests or participants whereby such activities would normally occur in commercial facilities.

DIRECTOR OF NEIGHBORHOOD SERVICES means the CITY MANAGER’S designee to this position, and the term DIRECTOR OF NEIGHBORHOOD SERVICES shall include the Director’s designated representative(s).

DWELLING means any BUILDING that contains one or two DWELLING UNITS used, intended, or designed to be built, used, rented, LEASED, let, or hired out to be occupied, or that are occupied for living purposes. See International Residential Code, Chapter 2, Section R202 (Definitions).

DWELLING UNIT means a single unit providing complete independent living facilities for one or more PERSONS, including permanent provisions for living, sleeping, eating, cooking, and sanitation. See International Residential Code, Chapter 2, Section R202 (Definitions).

FIRE CODE OFFICIAL means the CITY MANAGER’S designee to this position, and the term FIRE CODE OFFICIAL shall include the FIRE CODE OFFICIAL’S designated representative(s).

LANDLORD means the OWNER, or PROPERTY MANAGER of the LONG-TERM RENTAL PROPERTY, or any other PERSON held out by any OWNER or PROPERTY MANAGER as the appropriate PERSON for the TENANT to deal with concerning the RENTAL AGREEMENT or rental property.

LEASE or *RENTAL AGREEMENT* means any written or oral agreement between a LANDLORD and TENANT that establishes or modifies the terms, conditions, rules, or other provisions regarding the use and occupancy of a DWELLING. See Texas Property Code, Chapter 92, Section 92.001.

LICENSE – See *LONG-TERM RENTAL LICENSE*.

LICENSEE means the holder of a LICENSE.

LONG-TERM RENTAL LICENSE is a LICENSE, issued by the DIRECTOR OF NEIGHBORHOOD SERVICES, authorizing the applicant and/or OWNER to utilize the residential PREMISES as a LONG-TERM RENTAL PROPERTY and that the said residential PREMISES referenced in the LTR Application, is up to code, complies with all health and safety regulations, satisfies all the conditions of this Division, and has passed an inspection.

LONG-TERM RENTAL (LTR) means the rental of all or part of a residential Premise, utilized as a DWELLING for a term of thirty (30) or more consecutive calendar days to the same OCCUPANT(s). The definition of LONG-TERM RENTAL:

- (1) does not include a Bed and Breakfast as defined in the Mesquite Zoning Ordinance; and
- (2) does not include single-room occupancy such as rooms in a hotel or motel.

LONG-TERM RENTAL PROPERTY means a residential property including a residential DWELLING UNIT or any room therein or other space, available for rent for a term of thirty (30) or more consecutive calendar days, but excluding bed and breakfast and single-room occupancy such as rooms in a hotel or motel.

LONG-TERM RENTER means a PERSON who exercises occupancy, or is entitled to occupancy of a LONG-TERM RENTAL PROPERTY, because of concession, permit, right of access, LICENSE, or other agreement for a period of thirty (30) or more consecutive calendar days.

OCCUPANT means any individual PERSON living, sleeping, or possessing a BUILDING, or portion thereof. A PERSON is not required to be paying rent, providing in-kind services, or named in any LEASE, contract, or other legal document to be considered an OCCUPANT.

OWNER means a PERSON claiming, or in whom is vested, the ownership, dominion, or title to real property, including, but not limited to the:

- (1) holder of fee simple title; or
- (2) holder of life estate; or
- (3) holder of a leasehold estate for an initial term of five (5) years or more; or
- (4) the buyer in a contract for deed; or
- (5) a mortgagor, borrower, or debtor under a deed of trust or promissory note; or
- (6) a mortgagee, receiver, executor, or trustee in control of real property, but not including the holder of a leasehold estate or a tenancy for an initial term of less than five (5) years; or
- (7) the LANDLORD, lessor, or sublessor of a LONG-TERM RENTAL; or
- (8) the agent of the OWNER of a fee simple title, holder of a life estate, holder of a leasehold, buyer, mortgagee, receiver, executor, trustee, LANDLORD, lessor, sublessor, or other PERSON in control of the property.

PERSON includes an individual, corporation, business trust, estate, trust, partnership, or association, two (2) or more PERSONS having a joint or common interest, or any other legal or commercial entity.

PREMISE or PREMISES means property, a lot, plot, or parcel of land, including any BUILDINGS, STRUCTURES, or appurtenances or portions of BUILDINGS, STRUCTURES, or appurtenances thereon.

PROFESSIONAL PROPERTY MANAGEMENT FIRM means an entity that is comprised of one or more professional PROPERTY MANAGERS who oversee the operation, control, and maintenance of the real estate and physical property. This can include residential, commercial, and land real estate.

PROFESSIONALLY MANAGED LONG-TERM RENTAL a LONG-TERM RENTAL that is managed, operated, or controlled by a PROFESSIONAL PROPERTY MANAGEMENT FIRM that oversees the operation, control, and maintenance of a LONG-TERM RENTAL.

PROPERTY MANAGER means a PERSON who, for compensation, has managing control of real property for the OWNER. This term includes PROFESSIONAL PROPERTY MANAGEMENT FIRM or a PERSON who is responsible for the day-to-day operations of a property.

RENTAL AGREEMENT – See *LEASE*.

RESIDENT means an individual or family who permanently resides in the DWELLING UNIT. The RESIDENT can be the OWNER or LANDLORD of the LONG-TERM RENTAL.

State means the State of Texas and its offices, departments, and agencies.

STRUCTURE means that which is built or constructed, an edifice or BUILDING of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

TENANT means a PERSON who is authorized by a LEASE to occupy a DWELLING UNIT to the exclusion of others and who is obligated under the LEASE to pay rent. See Texas Property Code, Chapter 92, Section 92.001.

Sec. 7-609. Zoning and Residential Structure Type Restrictions for LTR.

- (a) *Zoning.* It is permissible for any LONG-TERM RENTAL PROPERTY to operate in residential zoning districts as indicated on the official zoning map of the City of Mesquite, Texas.
- (b) *Residential structure types.* A LONG-TERM RENTAL PROPERTY is only allowed in the following residential STRUCTURE types:
 - (1) Single-Family Residence, Detached (e.g., a stand-alone single-family DWELLING UNIT).
 - (2) Single-Family Residence, Attached (e.g., a duplex, containing two units, where each unit is on a separate lot).
 - (3) Two-Family DWELLING UNIT (e.g., a duplex, on one lot, containing two units).
 - (4) Multi-Family Unit (e.g., an apartment or triplex).
 - (5) Townhouse.
 - (6) A Mixed-Used Property (e.g., residential DWELLING above the ground floor).
 - (7) A Manufactured Home.

Sec. 7-610. License for LTR.

- (a) *Single-Family Residential Rental Property License required.*
- (1) No PERSON shall maintain, conduct, operate, or rent a residential LONG-TERM RENTAL PROPERTY for compensation within the CITY, or act as agent for another who is leasing LONG-TERM RENTAL PROPERTY, without first obtaining a SINGLE-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE FOR LONG-TERM RENTALS (LICENSE) (RPL-LTR) from the DIRECTOR OF NEIGHBORHOOD SERVICES.
 - (2) Should a PERSON own or maintain LONG-TERM RENTAL PROPERTY at more than one (1) location, a separate LICENSE is required for each additional location.
 - (3) The LICENSE issued to an OWNER authorizes such OWNER and its bona fide agents or employees to rent LONG-TERM RENTAL PROPERTY to LONG-TERM RENTERS.
- (b) *Application for LTR license.*
- (1) Applications for a LTR LICENSE shall be filed with the DIRECTOR OF NEIGHBORHOOD SERVICES on a form provided for that purpose.
 - (2) Should an applicant own LONG-TERM RENTAL PROPERTY at more than one (1) location, a separate application must be filed for each location.
 - (3) The following information shall be required on the application:
 - a. names, current mailing, physical, and e-mail addresses, and telephone numbers of all OWNERS, PROPERTY MANAGERS, lien holders, and insurance companies; and
 - b. State-issued driver's license or identification numbers and dates of birth of all OWNERS, and PROPERTY MANAGERS; and
 - c. PROFESSIONAL PROPERTY MANAGEMENT FIRM, and individual PROPERTY MANAGER(s), names, current mailing, physical, and e-mail addresses, and telephone numbers; and
 - d. one trade name (if applicable); and
 - e. street address of the property; and
 - f. zoning district in which the property is located; and
 - g. telephone number, name, and current mailing, physical, and e-mail addresses of a PERSON responsible for paying utility bills for the property; and
 - h. the number of DWELLING UNITS broken down by number of BEDROOMS, BATHROOMS, etc.
 - (4) The DIRECTOR OF NEIGHBORHOOD SERVICES may, at any time, require additional relevant information of the OWNER, or PROPERTY MANAGER to clarify items on the application. The OWNER, and PROPERTY MANAGER shall provide the information the CITY requires within ten (10) calendar days of the CITY'S request.
 - (5) It is the duty of an OWNER, and PROPERTY MANAGER to update all information provided in the application within ten (10) calendar days of any change.
- (c) *Issuance of license.* The DIRECTOR OF NEIGHBORHOOD SERVICES or his/her designee shall issue a LICENSE to the authorized applicant only upon the:
- (1) receipt of a completed application; and
 - (2) payment of the applicable fees; and
 - (3) successful inspection, or re-inspection when applicable, of the property verifying the property is in compliance with the minimum standards set forth in this Division; and

- (4) applicant's compliance with all the requisites of this Division.
- (d) *Renewal of license.*
 - (1) *Renewal criteria.* A LICENSE shall be renewed under the following circumstances, and whichever occurs first:
 - a. beginning no earlier than ninety (90) days prior to the third (3rd) anniversary of the initial issuance, or subsequent reissuance of a LICENSE (RPL–LTR), the OWNER or OWNER'S agent shall request an inspection of the DWELLING UNIT for the purpose of renewing the LICENSE; or
 - b. upon change of occupancy, the OWNER or OWNER'S agent shall request an inspection of the DWELLING UNIT for the purpose of renewing the LICENSE.
 - (2) *Inspection.*
 - a. If deficiencies are found, the OWNER shall take such action needed to bring the unit and PREMISES into compliance with this Division and any other applicable law.
 - b. When the DWELLING UNIT and PREMISES are found to be in compliance, the DIRECTOR OF NEIGHBORHOOD SERVICES shall issue a renewed LICENSE.
- (e) *License fee.* The LICENSE fee for a SINGLE-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE FOR LONG-TERM RENTALS (RPL–LTR) is calculated per DWELLING. See Appendix D for applicable fees.
- (f) *Expiration date of license.* The LICENSE will expire every three (3) years, or upon a change of occupancy, whichever occurs first.
- (g) *Display of license.* Each LICENSE issued pursuant to this Division together with a copy of this Division must be posted and displayed in a conspicuous place within the OFFICE of the LONG-TERM RENTAL PROPERTY to which the LONG-TERM RENTER has access to during reasonable hours of operation.
- (h) *Replacement license.* A reissuance of a LICENSE may be issued for one lost, destroyed, or mutilated LICENSE upon application on the form provided by the DIRECTOR OF NEIGHBORHOOD SERVICES. A replacement LICENSE may have the word "REPLACEMENT" stamped across its face and may bear the same number as the one it replaces. See Appendix D for applicable fees.
- (i) *Transferability.* A SINGLE-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE FOR LONG-TERM RENTALS (RPL–LTR) is not assignable or transferable.

Cross reference –

Sec. 12-122 – Rental Property License (RPL) fees; Article XII. Planning and Development Services, Appendix D—Comprehensive Fee Schedule.

Sec. 7-611. Inspection and Reinspection for LTR.

- (a) *In general.* No LICENSE shall be issued if, as a result of an inspection or reinspection, it is determined that the LONG-TERM RENTAL PROPERTY does not comply with the standards of this Division.
 - (1) *Inspection.* An inspection shall be conducted prior to the issuance of a SINGLE-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE FOR LONG-TERM RENTALS (LICENSE).
 - (2) *Reinspection.* LONG-TERM RENTALS shall be periodically reinspected for compliance with the provisions of this Division. A reinspection fee may be charged each time a reinspection is required pursuant to this Division. See Appendix D for applicable fees.
- (b) *Inspection and reinspection required.* LONG-TERM RENTALS shall be inspected and/or periodically reinspected as follows, whichever occurs first:
 - (1) upon first time issuance of a LICENSE; or
 - (2) if the LONG-TERM RENTAL PROPERTY is unoccupied; or

- (3) if warranted by the CITY’S receipt of a complaint; or
- (4) each time there is a change in tenancy the applicant or LANDLORD shall request that a new inspection be conducted by the CITY; or
- (5) an inspection of the LONG-TERM RENTAL PROPERTY has not been conducted by the CITY in three (3) years or more; or
- (6) upon renewal of a LICENSE for LONG-TERM RENTAL PROPERTY occupied by the same TENANT for three (3) years or more.

Cross reference –

Sec. 12-122 – Rental Property License (RPL) fees; Article XII. Planning and Development Services, Appendix D—Comprehensive Fee Schedule.

Sec. 7-612. Denial or revocation of License for LTR.

- (a) *In general.* For failure to comply with the terms of this Division, the DIRECTOR OF NEIGHBORHOOD SERVICES may deny or revoke Single-Family Residential Rental Property License For LONG-TERM RENTALS (LICENSE) for LONG-TERM RENTAL PROPERTY in violation.
- (b) *Process and procedures - Denial or revocation of a license.*
 - (1) A LICENSE may be denied or revoked if:
 - a. the application contains false information; or
 - b. there are utility, tax, or property lien fees due for the property for which the LANDLORD is responsible; or
 - c. the property is not in compliance with the standards set forth in this Division; or
 - d. there exists any condition in, on or near the property that renders the rental property unsafe or unfit for human habitation or occupancy or presents a threat to public health or safety; or
 - e. serious or repeated violations of any of the requirements of this Division, or for interference with the CITY or any of its agents in the performance of their duties.
 - (2) The DIRECTOR OF NEIGHBORHOOD SERVICES shall issue a written “NOTICE OF INTENT – ADMINISTRATIVE DECISION TO DENY OR REVOKE A SINGLE-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE” (“**Notice of Intent – Administrative Decision**”) to deny or revoke a LICENSE, which shall set forth the grounds upon which the Administrative Decision is issued and inform the holder:
 - a. The DIRECTOR OF NEIGHBORHOOD SERVICES “denies” the issuance of the LICENSE; or the Director “revokes” the LICENSE.
 - b. The decision to deny or revoke the issuance of a LICENSE will become final at the close of business on the thirtieth (30th) day after the date of the **Notice of Intent – Administrative Decision** unless the holder appeals the administrative decision in accordance with Sec. 7-617 (Appeals of Administrative Decisions for LTR).
 - c. This Division (Single-Family Rental Units – Long-Term Rentals) shall be referenced in the **Notice of Intent – Administrative Decision**.
 - d. The date of the **Notice of Intent – Administrative Decision** is considered DAY ZERO (0).

- (3) Failure of any PERSON to file a “Notice of Appeal” within the time period, as identified in Sec. 7-617 (Appeals of Administrative Decisions for LTR), is a waiver of his/her right to a hearing and the administrative decision to deny or revoke the LICENSE shall be FINAL.

Sec. 7-613. Reinstatement or reissuance of License for LTR.

- (a) *In general.* If the single-family residential rental property license for LONG-TERM RENTALS (LICENSE) is denied or revoked by the DIRECTOR OF NEIGHBORHOOD SERVICES, it may be reinstated, reissued, or issued by the DIRECTOR OF NEIGHBORHOOD SERVICES, upon request by the OWNER or PROPERTY MANAGER.
- (b) *Reinstatement, reissuance, or issuance requirements.* In order to reinstate, reissue, or issue a LICENSE, the DIRECTOR OF NEIGHBORHOOD SERVICES must make a finding that the denial or revocation is no longer valid because:
 - (1) the violations have been corrected; and
 - (2) there are no other grounds for the LICENSE to remain denied or revoked; and
 - (3) the LICENSE should be reinstated.
- (c) An administrative decision to deny the reinstatement, reissuance, or issuance of a LICENSE may be appealed in accordance with Sec. 7-617 (Appeals of Administrative Decisions for LTR).

Sec. 7-614. Property standards for LTR.

- (a) All rental properties, inclusive of the primary DWELLING STRUCTURE, all accessory STRUCTURES, and the PREMISES comprising the property, shall be kept, and maintained by the OWNER or LANDLORD in accordance with these minimum property standards:
 - (1) the property must be maintained in a safe and habitable condition; and
 - (2) the property must be adequately served by all utilities, including but not limited to electricity, water, and sanitary sewer services; and
 - (3) any violations of the CITY’S nuisance regulations, including but not limited to prohibiting junked motor vehicles, high grass and weeds, dangerous vegetation, dilapidated fencing, and accumulations of stagnant water, rubbish, and unwholesome matter of any kind shall be remedied in a timely manner upon notification or risk LICENSE revocation; and
 - (4) the property shall be kept and maintained in accordance with the standards and requirements as set out in the BUILDING CODES, including the International Property Maintenance Code, as adopted by the CITY.
- (b) Reserved.

Cross references – Property Maintenance Code, Chapter 7, Article III.; and Nuisances, Chapter 10, [Article VI](#).

Sec. 7-615. Use Standards for LTR.

- (a) *Parking.*
 - (1) Parking for LONG-TERM RENTAL PROPERTY shall comply with all applicable residential parking provisions as described in Chapter 9, [Article VI](#) (Stopping, Standing, and Parking) of this Code.
 - (2) All vehicles shall be parked in designated parking areas, and parking is prohibited in any landscaped area.
- (b) *Advertising.* All advertisements for any LONG-TERM RENTAL PROPERTY, as defined in this Division, must list the LONG-TERM RENTAL LICENSE number.
- (c) *Commercial Events & Meetings Prohibited.* Due to the adverse impacts to residential neighborhoods, COMMERCIAL EVENTS & MEETINGS (as defined in this Division) which have the potential to include

large numbers of guests and cause traffic, parking, noise, or other adverse impacts to the neighborhood on a reoccurring basis are prohibited as part of any residential LONG-TERM RENTAL operation.

- (d) *Noise.* All OCCUPANTS, guests, and OWNERS shall comply with the CITY noise ordinance, Chapter 10, [Article III](#) (Noise).

Sec. 7-616. Violations – Criminal offense, affirmative defenses, and penalties.

- (a) *Violations and offense.*
- (1) A PERSON who violates a provision of this Division, or who fails to perform an act required of him/her by this Division, commits a criminal offense.
 - (2) No PERSON may violate any provision of this Division, including LANDLORDS, OWNERS, TENANTS, and OCCUPANTS of rental property.
 - (3) A PERSON commits an offense if he/she acts in the capacity of a LANDLORD or PROPERTY MANAGER without a valid LICENSE issued under this Division.
 - (4) A LANDLORD, PROPERTY MANAGER, or OWNER commits an offense if he/she rents, LEASES, or allows another to occupy rental property that has not passed a CITY inspection, or does not have a valid LICENSE.
 - (5) A LANDLORD, PROPERTY MANAGER, or OWNER commits an offense if he/she rents, LEASES, or allows another to occupy rental property after having been provided with notice of a cease-and-desist order issued by a CITY Enforcement Agent to vacate the PREMISES or repair or remediate a condition that is a violation of this Division or causes a public nuisance.
 - (6) No LANDLORD, PROPERTY MANAGER, or OWNER may prevent or impair an inspection under this Division, or actively and knowingly conceal, cover, or disguise any condition that is a violation of the minimum standards imposed by this Division.
- (b) *Affirmative defenses.* Notwithstanding all other sections of this Division, it will be an affirmative defense to a complaint if the defendant is able to establish that:
- (1) the rental property is a bed and breakfast, defined herein as a DWELLING occupied as a permanent residence by an OWNER or renter in which sleeping accommodations are provided or offered for transient guests or OCCUPANTS for compensation.
 - (2) Reserved.
- (c) *Penalties.* Any PERSON violating any provision of this Division shall, upon conviction thereof, be subject to enforcement and a fine as specified in Section 1-6 of this Code.

Sec. 7-617. Appeals of administrative decisions for LTR.

- (a) *In general.* Administrative decisions of CITY officials made pursuant to this Division may be appealed to the CITY MANAGER or his/her designee in accordance with this Section.
- (b) *Types of decisions that may be appealed.* Appeals of administrative decisions under this Division include, but may not be limited to:
 - (1) denial of issuance of LICENSE; or
 - (2) revocation of LICENSE; or
 - (3) denial of reissuance of LICENSE; or
 - (4) denial of reinstatement of LICENSE.
- (c) *Process and procedures.*
 - (1) *Initiating an Appeal.*
 - a. *Notice of appeal.* The appellant must file with the CITY MANAGER’S office a “Notice of Appeal” specifying the grounds for the appeal.
 - b. *Fee.* Unless otherwise herein authorized, a Notice of Appeal must be accompanied by the required fee(s) as set in Appendix D - City of Mesquite Comprehensive Fee Schedule.
 - c. *Appellate burden.* The appellant is responsible for establishing the administrative official's administrative decision being appealed is contrary to the applicable law or regulations. The appellant is responsible for establishing the administrative official's administrative decision is:
 - 1. contrary to the applicable law or regulations; or
 - 2. incorrectly interprets or applies the applicable law or regulations; or
 - 3. in error because the provisions of the code, law, or rule do not fully apply; or
 - 4. no longer valid because the violations have been corrected, and there are no other grounds for the LICENSE to remain revoked.
 - d. *Content of notice of appeal.* A Notice of Appeal shall be filed in writing. A Notice of Appeal shall identify the following:
 - 1. The name, address, and telephone number of the appellant.
 - 2. The name of the original applicant if the appellant is not the original applicant.
 - 3. The name or title of the administrative official that issued the decision.
 - 4. The decision being appealed.
 - 5. The date of decision.
 - 6. The reasons the appellant believes the decision is in error and does not comply with the requirements of this Division.
 - e. *Deadline.* The appeal must be filed not later than the thirtieth (30th) day after the date the administrative decision is made. The date the administrative decision is made shall be considered Day Zero (0).
 - f. *Acceptance and official filing of notice of appeal.* A Notice of Appeal is considered accepted and officially filed upon the CITY MANAGER’S office receipt before 5:00 p.m. on a business day during normal office hours. Any Notice of Appeal received on or after 5:00 p.m. on a business day or on Saturday, Sunday, or holidays shall not be considered

officially accepted and filed until the next business day following the date the information was received or entered. A Notice of Appeal shall not be considered accepted and officially filed unless it is accompanied by the required fee(s) as set in the City of Mesquite Comprehensive Fee Schedule.

- (2) *No stay of administrative decisions and proceedings.* The appeal does not stay decisions or proceedings pending appeal.
- (3) *Scheduling of Public Hearing.* A public hearing on an appeal shall be scheduled not later than the fifteenth (15th) day after the date the appeal is accepted and officially filed with the CITY MANAGER'S office.
- (4) *City Manager's actions.*
 - a. The CITY MANAGER must determine the appeal based upon the hearing, properly submitted records and comments, and render a decision (not later than the sixtieth (60th) day after the date the appeal is accepted and officially filed) to:
 - 1. affirm; or
 - 2. modify the administrative official's order, requirement, decision, or determination from which an appeal is taken and make the otherwise correct order, requirement, decision, or determination, and for that purpose the CITY MANAGER or his/her designee has the same authority as the administrative official; or
 - 3. reverse.
 - b. In order for the CITY MANAGER, or his/her designee, to grant an appeal modifying or reversing an administrative decision, in whole or in part, the CITY MANAGER or designee must:
 - 1. find the CITY staff's administrative decision is erroneous; and provide a statement of grounds in support of the finding; and
 - 2. state what the CITY MANAGER or designee determines to be the correct interpretation of the matter at issue in the appeal.
- (5) *Postponement, continuance, or adjournment without decision.* The CITY MANAGER or designee may also, including but not limited to:
 - a. postpone holding the public hearing and consideration of the appeal to a later date so long as the appeal is decided not later than the sixtieth (60th) day after the date the appeal is accepted and officially filed; or
 - b. continue an opened public hearing and consideration of the appeal to a later date so long as the appeal is decided not later than the sixtieth (60th) day after the date the appeal is accepted and officially filed.
- (6) *Decision.* The CITY MANAGER or designee's decision shall be final with respect to the matter presented in the appeal, only open to reconsideration by the CITY MANAGER or designee based upon application from the City Attorney's office, in accordance with the same process and procedures of this Section, that the CITY MANAGER or designee's findings are inconsistent with or violate the law.

Cross reference – Sec. 12-122 – Rental Property License (RPL) fees; Article XII. Planning and Development Services, Appendix D—Comprehensive Fee Schedule.

Secs. 7-618—7-700. Reserved.

DIVISION 4. - SINGLE FAMILY RENTAL UNITS – SHORT-TERM RENTALS

Sec. 7-701. Title.

- (a) The regulations in this Division shall be known as the “Mesquite Single Family Rental Units Licensing Ordinance for Short-Term Rentals,” and may be cited as such.
- (b) A SHORT-TERM RENTAL PROPERTY as defined in this Division may be known, cited, or referred to as “SHORT-TERM RENTALS” or “STR.”

Cross references –

Abbreviations and acronyms, Article V, Division 4, Sec. 7-707.
Definitions, Article V, Division 4, Sec. 7-708.

Sec. 7-702. Purpose.

- (a) The purpose of this Division is to safeguard the life, health, safety, welfare, and property of the OCCUPANTS of single-family residential rental units for SHORT-TERM RENTALS, and the general public, by developing a process to enforce the minimum standards of this Division with regard to SHORT-TERM RENTAL activities within the CITY.
- (b) More specifically, the purpose of this Division is to:
 - (1) establish regulations, standards, and a LICENSE registration process governing the renting of privately owned residential DWELLING UNITS on a short-term basis; and
 - (2) ensure the collection and payment of sales and occupancy taxes, as authorized in the Texas Tax Code, and Mesquite City Code, Chapter 2, Article III, Division 2 (Hotel Occupancy Tax); and
 - (3) ensure that SHORT-TERM RENTAL activities do not threaten the character of residential neighborhoods; and
 - (4) ensure the protection of the existing housing rental stock; and
 - (5) ensure that such SHORT-TERM RENTAL activities do not become a nuisance or threaten the public health, safety, or welfare of neighboring properties.

Cross reference – Hotel Occupancy Tax; Mesquite City Code, Chapter 2, Article III, Division 2.

State law reference – Texas Tax Code, Chapter [351](#) (Municipal Hotel Occupancy Taxes).

Sec. 7-703. Applicability.

- (a) This Division shall apply to all single-family residential rental DWELLING UNITS utilized for SHORT-TERM RENTALS.
- (b) This Division shall not supersede any private conditions, covenants, or restrictions, including Home Owner’s Association (HOA) regulations, applicable to a SHORT-TERM RENTAL PROPERTY.

Sec. 7-704. Administration.

The DIRECTOR OF NEIGHBORHOOD SERVICES and his/her designee(s) are authorized to administer and enforce the provisions of this Division.

Sec. 7-705. Director – Powers and Duties.

In addition to the powers and duties otherwise prescribed for the DIRECTOR OF NEIGHBORHOOD SERVICES, as administrator of this Division, he or she is required to:

- (1) administer and enforce all provisions of this Division; and
- (2) keep records of all LICENSES issued; and
- (3) adopt rules and regulations, not inconsistent with the provisions of this Division, with respect to the form and content of application for LICENSES, the investigation of applicants, and other matters incidental or appropriate to his/her powers and duties as may be necessary for the proper administration and enforcement of the provisions of this Division; and
- (4) conduct periodic investigations throughout the CITY with regard to single-family residential rental units for Short-Term Rentals concerning compliance with this Division.

Sec. 7-706. Designated Enforcement Agents.

The DIRECTOR OF NEIGHBORHOOD SERVICES, City Field Inspectors, BUILDING OFFICIAL, FIRE CODE OFFICIAL, Peace Officers, any employee designated by the CITY MANAGER, and any other PERSON as authorized by State or other law having jurisdiction within the City of Mesquite, are hereby designated the authorized enforcement agents for this Division.

Sec. 7-707. Abbreviations and Acronyms.

The following abbreviations and acronyms may be used within this Chapter or other CITY resource materials:

- 1. HOA: Home Owner’s Association
- 2. License: Single-Family Residential Rental Property License for STRs
- 3. RPL: Rental Property License
- 4. RPL–STR: Rental Property License – Short-Term Rental
- 5. STR: Short-Term Rental

Sec. 7-708. Definitions.

BEDROOM means the living area(s) of the DWELLING UNIT that is designed and furnished for sleeping and which has proper egress as required by the International Residential Code. A BEDROOM is used or intended to be used for sleeping purposes and does not include a KITCHEN, BATHROOM, living room, closet, hallway, utility space, entry way, garage, patio, or breezeway.

BOOKING SERVICE means any reservation and/or payment service provided by a PERSON or entity that facilitates a Short-Term Rental transaction between an OWNER and a prospective OCCUPANT, and for which the PERSON or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided for the Short-Term Rental transaction.

BUILDING means any STRUCTURE used or intended for supporting or sheltering any use or occupancy.

BUILDING CODE(S) mean the current locally adopted building, existing building, plumbing, mechanical, electrical, swimming pool and spa, fuels, gas, energy, fire, and property maintenance codes.

BUILDING OFFICIAL means the CITY MANAGER’S designee to this position, and the term BUILDING OFFICIAL shall include the BUILDING OFFICIAL’S designated representative(s).

CITY means the City of Mesquite, Texas.

CITY MANAGER means the CITY MANAGER of the City of Mesquite, Texas, or his/her designated representative.

COMMERCIAL EVENTS & MEETINGS include, but not limited to, luncheons, banquets, parties, weddings, meetings, charitable fundraising, commercial or advertising activities, or other similar gatherings in such numbers of GUESTS or participants whereby such activities would normally occur in commercial facilities.

DIRECTOR OF NEIGHBORHOOD SERVICES means the CITY MANAGER'S designee to this position, and the term Director of Neighborhood Services shall include the Director's designated representative(s).

DWELLING means any BUILDING that contains one or two DWELLING UNITS used, intended, or designed to be built, used, rented, LEASED, let, or hired out to be occupied, or that are occupied for living purposes. See International Residential Code, Chapter 2, Section R202 (Definitions).

DWELLING UNIT means a single unit providing complete independent living facilities for one or more PERSONS, including permanent provisions for living, sleeping, eating, cooking and sanitation. See International Residential Code, Chapter 2, Section R202 (Definitions).

FIRE CODE OFFICIAL means the CITY MANAGER'S designee to this position, and the term FIRE CODE OFFICIAL shall include the FIRE CODE OFFICIAL'S designated representative(s).

GUEST or GUESTS are PERSONS on the PREMISES of the SHORT-TERM RENTAL PROPERTY but are not overnight OCCUPANTS.

HOST means any PERSON, who is the OWNER of record of residential real property with a DWELLING UNIT, or the lessee of residential real property with a DWELLING UNIT under a written agreement for the LEASE of such real property, who offers that DWELLING UNIT, or portion thereof, for SHORT-TERM RENTAL PROPERTY either through a HOSTING PLATFORM or individually.

HOSTING PLATFORM means a PERSON or entity that participates in the Short-Term Rental business by providing, and collecting or receiving a fee for, BOOKING SERVICES through which an OWNER may offer PREMISES for an OCCUPANT on a short-term basis. HOSTING PLATFORMs usually, though not necessarily, provide BOOKING SERVICES through an online platform that allows an OWNER to advertise the PREMISES through a website provided by the HOSTING PLATFORM and the HOSTING PLATFORM conducts a transaction by which potential OCCUPANTS arrange their use and their payment, whether the would-be OCCUPANT pays rent directly to the OWNER or to the HOSTING PLATFORM.

LICENSE – See *SHORT-TERM RENTAL LICENSE*.

LICENSEE means the holder of a License.

LOCAL REPRESENTATIVE means an individual located within forty (40) miles of the CITY limits during the entire length of the Short-Term Rental period who has access to the licensed PREMISES, is authorized to make decisions regarding the licensed PREMISES and is available at all times during the entire length of the Short-Term Rental period.

OCCUPANT means any individual PERSON living, sleeping, or possessing a BUILDING, or portion thereof. A PERSON is not required to be paying rent, providing in-kind services, or named in any LEASE, contract, or other legal document to be considered an OCCUPANT.

OWNER means a PERSON claiming, or in whom is vested, the ownership, dominion, or title to real property, including, but not limited to the:

- (1) holder of fee simple title; or
- (2) holder of life estate; or
- (3) holder of a leasehold estate for an initial term of five (5) years or more; or
- (4) the buyer in a contract for deed; or
- (5) a mortgagor, borrower, or debtor under a deed of trust or promissory note; or
- (6) a mortgagee, receiver, executor, or trustee in control of real property, but not including the holder of a leasehold estate or a tenancy for an initial term of less than five (5) years; or
- (7) the LANDLORD, lessor, or sublessor of a Short-Term Rental; or
- (8) the agent of the OWNER of a fee simple title, holder of a life estate, holder of a leasehold, buyer, mortgagee, receiver, executor, trustee, LANDLORD, lessor, sublessor, or other PERSON in control of the property.

PERSON includes an individual, corporation, business trust, estate, trust, partnership, or association, two (2) or more PERSONS having a joint or common interest, or any other legal or commercial entity.

PREMISE or *PREMISES* means real property, a lot, plot, or parcel of land, including any BUILDINGS, STRUCTURES, or appurtenances or portions of BUILDINGS, STRUCTURES, or appurtenances thereon.

PROFESSIONAL PROPERTY MANAGEMENT FIRM means an entity that is comprised of one or more professional PROPERTY MANAGERS who oversee the operation, control, and maintenance of the real estate and physical property. This can include residential, commercial, and land real estate.

PROFESSIONALLY MANAGED SHORT-TERM RENTAL means a Short-Term Rental that is managed, operated, or controlled by a PROFESSIONAL PROPERTY MANAGEMENT FIRM that oversees the operation, control, and maintenance of a Short-Term Rental.

PROPERTY MANAGER means a PERSON who, for compensation, has managing control of real property for the HOST, or OWNER. This term includes PROFESSIONAL PROPERTY MANAGEMENT FIRM or a PERSON who is responsible for the day-to-day operations of a property.

RESIDENT means an individual or family who permanently resides in the DWELLING UNIT. The RESIDENT can be the OWNER or HOST of the Short-Term Rental.

SHORT-TERM RENTAL LICENSE is a LICENSE, issued by the DIRECTOR OF NEIGHBORHOOD SERVICES, authorizing the applicant and/or OWNER to utilize the residential PREMISES as a SHORT-TERM RENTAL PROPERTY and that the said residential PREMISES referenced in the STR Application, is up to code, complies with all health and safety regulations, satisfies all the conditions of this Division, and has passed an inspection.

SHORT-TERM RENTAL (STR) means the rental of all or part of a residential PREMISE, used for lodging accommodations, to OCCUPANTS for a term of less than thirty (30) consecutive calendar days. The definition of *SHORT-TERM RENTAL*:

- (1) does not include a Bed and Breakfast as defined in the Mesquite Zoning Ordinance; and
- (2) does not include single-room occupancy such as rooms in a hotel or motel; and
- (3) for purposes of the imposition of a hotel occupancy tax under the Texas Tax Code, Chapter [351](#) (Municipal Hotel Occupancy Taxes) or [352](#) (County Hotel Occupancy Taxes), or other law, the term “*hotel*” includes a SHORT-TERM RENTAL. See TX. Tax Code, Chapter 156, § 156.001 (Definitions).

SHORT-TERM RENTAL PROPERTY means a residential property including a residential DWELLING UNIT or any room therein or other space, available for rent for a term of less than thirty (30) consecutive calendar days, but excluding bed and breakfast and single-room occupancy such as rooms in a hotel or motel.

Short-Term Renter means a PERSON who exercises occupancy, or is entitled to occupancy of a SHORT-TERM RENTAL PROPERTY, because of concession, permit, right of access, LICENSE, or other agreement for a period of less than thirty (30) consecutive calendar days. Portions of days shall be counted as full calendar days.

State means the State of Texas and its offices, departments, and agencies.

STRUCTURE means that which is built or constructed, an edifice or BUILDING of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

Sec. 7-709. Zoning and Residential Structure Type Restrictions for STR.

- (a) *Zoning.* It is permissible for any SHORT-TERM RENTAL PROPERTY to operate in residential zoning districts as indicated on the official zoning map of the City of Mesquite, Texas.
- (b) *Residential structure types.* A SHORT-TERM RENTAL PROPERTY is only allowed in the following residential STRUCTURE types:
 - (1) Single-Family Residence, Detached (e.g., a stand-alone single-family DWELLING UNIT).
 - (2) Single-Family Residence, Attached (e.g., a duplex, containing two units, where each unit is on a separate lot).
 - (3) Two-Family DWELLING UNIT (e.g., a duplex, on one lot, containing two units).
 - (4) Multi-Family Unit (e.g., an apartment or triplex).
 - (5) Townhouse.
 - (6) A Mixed-Used Property (e.g., residential DWELLING above the ground floor).
 - (7) A Manufactured Home.

Sec. 7-710. License for STR.

- (a) *Single-Family Residential Rental Property License required.*
 - (1) No PERSON shall maintain, conduct, operate, or rent a residential SHORT-TERM RENTAL PROPERTY for compensation within the CITY, or act as agent for another who is leasing SHORT-TERM RENTAL PROPERTY, without first obtaining a SINGLE-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE FOR SHORT-TERM RENTALS (LICENSE) (RPL-STR) from the DIRECTOR OF NEIGHBORHOOD SERVICES.
 - (2) Should a PERSON own or maintain SHORT-TERM RENTAL PROPERTY at more than one (1) location, a separate LICENSE is required for each additional location.
 - (3) The LICENSE issued to an OWNER authorizes such OWNER and its bona fide agents or employees to rent SHORT-TERM RENTAL PROPERTY to SHORT-TERM RENTERS.
- (b) *Application for STR license.*
 - (1) Applications for a STR LICENSE shall be filed with the DIRECTOR OF NEIGHBORHOOD SERVICES on a form provided for that purpose.
 - (2) Should an applicant own SHORT-TERM RENTAL PROPERTY at more than one (1) location, a separate application must be filed for each location.

- (3) The following information shall be required on the application:
 - a. names, current mailing, physical, and e-mail addresses, and telephone numbers of all HOSTS, OWNERS, PROPERTY MANAGERS, lien holders, and insurance companies; and
 - b. State-issued driver's license or identification numbers and dates of birth of all HOSTS, OWNERS, and PROPERTY MANAGERS; and
 - c. PROFESSIONAL PROPERTY MANAGEMENT FIRM, and individual PROPERTY MANAGER(s), names, current mailing, physical, and e-mail addresses, and telephone numbers; and
 - d. names and web-site addresses of all BOOKING SERVICES, and HOSTING PLATFORMS utilized for the SHORT-TERM RENTAL operation; and.
 - e. name, current mailing, physical, and e-mail addresses, telephone numbers, and state-issued driver's license or identification numbers of a LOCAL REPRESENTATIVE as defined in this Division; and
 - f. one trade name (if applicable); and
 - g. street address of the property and telephone number for any land-line at the property; and
 - h. zoning district in which the property is located; and
 - i. telephone number, name, and address of a PERSON responsible for paying utility bills for the property; and
 - j. the number of DWELLING UNITS broken down by number of BEDROOMS, BATHROOMS, etc.
- (4) The DIRECTOR OF NEIGHBORHOOD SERVICES may, at any time, require additional relevant information of the HOST, OWNER, or PROPERTY MANAGER to clarify items on the application. The HOST, OWNER, and PROPERTY MANAGER shall provide the information the CITY requires within ten (10) calendar days of the CITY'S request.
- (5) It is the duty of a HOST, OWNER, and PROPERTY MANAGER to update all information provided in the application within ten (10) calendar days of any change.
- (c) *Issuance of license.* The DIRECTOR OF NEIGHBORHOOD SERVICES or his/her designee shall issue a LICENSE to the authorized applicant only upon the:
 - (1) receipt of a completed application; and
 - (2) payment of the applicable fees; and
 - (3) successful inspection, or re-inspection when applicable, of the property verifying the property is in compliance with the minimum standards set forth in this Division; and
 - (4) applicant's compliance with all the requisites of this Division.
- (d) *Annual license fee.* The annual fee for a SINGLE-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE FOR SHORT -TERM RENTALS (RPL-STR) is calculated per DWELLING. The annual fee is payable to the City of Mesquite and is due on or before April 1st of each year. See Appendix D for applicable fees.
- (e) *Expiration date of license.* The LICENSE will expire on May 31 of each year.
- (f) *Display of License.* Each LICENSE issued pursuant to this Division together with a copy of this Division must be posted and displayed in a conspicuous place within the SHORT-TERM RENTAL PROPERTY to which the Short -Term Renter has access.

- (g) *Replacement license.* A reissuance of a LICENSE may be issued for one lost, destroyed, or mutilated LICENSE upon application on the form provided by the DIRECTOR OF NEIGHBORHOOD SERVICES. A replacement LICENSE may have the word "REPLACEMENT" stamped across its face and may bear the same number as the one it replaces. See Appendix D for applicable fees.
- (h) *Transferability.* A SINGLE-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE for SHORT-TERM RENTALS is not assignable or transferable.

Cross reference – Sec. 12-122 – Rental Property License (RPL) fees; Article XII. Planning and Development Services, Appendix D—Comprehensive Fee Schedule.

Sec. 7-711. Inspection and Reinspection for STR.

- (a) *In general.* No LICENSE shall be issued if, as a result of an inspection or reinspection, it is determined that the SHORT-TERM RENTAL PROPERTY does not comply with the standards of this Division.
 - (1) *Inspection.* An inspection shall be conducted prior to the issuance of a SINGLE-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE FOR SHORT-TERM RENTALS (LICENSE).
 - (2) *Reinspection.* Short -Term Rentals shall be periodically reinspected for compliance with the provisions of this Division. A reinspection fee may be charged each time a reinspection is required pursuant to this Division. See Appendix D for applicable fees.
- (b) *Inspection and reinspection required.* SHORT-TERM RENTALS shall be inspected and/or periodically reinspected as follows, whichever occurs first:
 - (1) upon first time issuance of a LICENSE; or
 - (2) if warranted by the CITY'S receipt of a complaint; or
 - (3) an inspection of the SHORT-TERM RENTAL PROPERTY has not been conducted by the CITY in three (3) years or more.

Cross reference – Sec. 12-122 – Rental Property License (RPL) fees; Article XII. Planning and Development Services, Appendix D—Comprehensive Fee Schedule.

Sec. 7-712. Denial or revocation of License for STR.

- (a) *In general.* For failure to comply with the terms of this Division, the DIRECTOR OF NEIGHBORHOOD SERVICES may deny or revoke SINGLE-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE FOR SHORT -TERM RENTALS (LICENSE) for SHORT -TERM RENTAL PROPERTY in violation.
- (b) *Process and procedures - Denial or revocation of a License.*
 - (1) A LICENSE may be denied or revoked if:
 - a. the application contains false information; or
 - b. there are utility, tax, or property lien fees due for the property for which the LANDLORD is responsible; or
 - c. the property is not in compliance with the standards set forth in this Division; or
 - d. there exists any condition in, on or near the property that renders the rental property unsafe or unfit for human habitation or occupancy or presents a threat to public health or safety; or
 - e. serious or repeated violations of any of the requirements of this Division, or for interference with the CITY or any of its agents in the performance of their duties.
 - (2) The DIRECTOR OF NEIGHBORHOOD SERVICES shall issue a written "NOTICE OF INTENT – ADMINISTRATIVE DECISION TO DENY OR REVOKE A SINGLE-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE" ("**Notice of Intent – Administrative Decision**") to deny or

revoke a LICENSE, which shall set forth the grounds upon which the Administrative Decision is issued and inform the applicant or holder:

- a. The DIRECTOR OF NEIGHBORHOOD SERVICES “denies” the issuance of the LICENSE; or the Director “revokes” the LICENSE.
 - b. The decision to deny or revoke the issuance of a LICENSE will become final at the close of business on the thirtieth (30th) day after the date of the **Notice of Intent – Administrative Decision** unless the holder appeals the administrative decision in accordance with Sec. 7-717 (Appeals of Administrative Decisions).
 - c. This Division (Single-Family Rental Units – Short -Term Rentals) shall be referenced and in the **Notice of Intent – Administrative Decision**.
 - d. The date of the **Notice of Intent – Administrative Decision** is considered DAY ZERO (0).
- (3) Failure of any PERSON to file a “Notice of Appeal” within the time period, as identified in Sec. 7-717 (Appeals of Administrative Decisions for STR) is a waiver of his/her right to a hearing and the Administrative Decision to deny or revoke the LICENSE shall be FINAL.

Sec. 7-713. Reinstatement or reissuance of License for STR.

- (a) *In general.* If the SINGLE-FAMILY RESIDENTIAL RENTAL PROPERTY LICENSE FOR SHORT-TERM RENTALS (LICENSE) is denied or revoked by the DIRECTOR OF NEIGHBORHOOD SERVICES, it may be reinstated, reissued, or issued by the DIRECTOR OF NEIGHBORHOOD SERVICES, upon request by the OWNER or PROPERTY MANAGER.
- (b) *Reinstatement, reissuance, or issuance requirements.* In order to reinstate, reissue, or issue a LICENSE, the DIRECTOR OF NEIGHBORHOOD SERVICES must make a finding that the denial or revocation is no longer valid because:
 - (1) the violations have been corrected; and
 - (2) there are no other grounds for the LICENSE to remain denied or revoked; and
 - (3) the LICENSE should be reinstated.
- (c) An administrative decision to deny the reinstatement, reissuance, or issuance of a LICENSE may be appealed in accordance with Sec. 7-717 (Appeals of Administrative Decisions for STR).

Sec. 7-714. Property standards for STR.

- (a) All rental properties, inclusive of the primary DWELLING STRUCTURE, all accessory STRUCTURES, and the PREMISES comprising the property, shall be kept and maintained by the HOST, or OWNER in accordance with these minimum property standards:
 - (1) the property must be maintained in a safe and habitable condition; and
 - (2) the property must be adequately served by all utilities, including but not limited to electricity, water, and sanitary sewer services; and
 - (3) any violations of the CITY’S nuisance regulations, including but not limited to prohibiting junked motor vehicles, high grass and weeds, dangerous vegetation, dilapidated fencing, and accumulations of stagnant water, rubbish and unwholesome matter of any kind shall be remedied in a timely manner upon notification or risk LICENSE revocation; and
 - (4) the property shall be kept and maintained in accordance with the standards and requirements as set out in the BUILDING CODES, including the International Property Maintenance Code, as adopted by the CITY.

(b) Reserved.

Cross references –

Property Maintenance Code, Chapter 7, Article III.
Nuisances, Chapter 10, [Article VI](#).

Sec. 7-715. Use standards for STR.

- (a) *Neighborhood compatibility.* SHORT-TERM RENTALS shall be operated in accordance with the neighborhood compatibility provisions as follows:
- (1) *Occupant and guest limits.*
 - a. *OCCUPANTS staying overnight limited.*
 - 1. The total number of adults occupying a DWELLING UNIT overnight in a SHORT-TERM RENTAL may not exceed two (2) adults per BEDROOM, plus no more than four (4) additional adults, and in no event shall the total number of allowable overnight OCCUPANTS exceed the maximum occupancy of ten (10) adults.
 - 2. Children 12 years of age and younger shall not be considered as an adult for calculation purposes, and children over the age of 12 years of age shall be considered as an adult for calculation.
 - b. *Guests.* “GUESTS” as defined in this Division are strictly prohibited from staying overnight in a SHORT-TERM RENTAL. PERSONS staying overnight are considered to be “OCCUPANTS,” and “OCCUPANTS” are limited in number in accordance with this sub-section.
 - (2) *Parking.*
 - a. Parking for SHORT-TERM RENTALS shall comply with all applicable residential parking provisions as described in Chapter 9, [Article VI](#) (Stopping, Standing, and Parking) of this Code.
 - b. All vehicles shall be parked in designated parking areas, and parking is prohibited in any landscaped area.
 - c. SHORT-TERM RENTALS shall not create excessive traffic or an unreasonable parking congestion.
 - d. On-street parking shall not exceed two (2) vehicles for more than a 24-hour period.
 - (3) *Advertising.* All advertisements for any SHORT-TERM RENTAL PROPERTY, as defined in this Division, must list the SHORT-TERM RENTAL LICENSE number.
 - (4) *Commercial Events & Meetings Prohibited.* Due to the adverse impacts to residential neighborhoods, COMMERCIAL EVENTS & MEETINGS (as defined in this Division) which have the potential to include large numbers of GUESTS and cause traffic, parking, noise, or other adverse impacts to the neighborhood on a reoccurring basis are prohibited as part of any residential SHORT-TERM RENTAL operation.
 - (5) *Noise.* All OCCUPANTS, GUESTS, and HOSTs, shall comply with the CITY noise ordinance, Chapter 10, [Article III](#) (Noise).
 - (6) *Local Representative.* A LOCAL REPRESENTATIVE shall be available by telephone at all times during the SHORT-TERM RENTAL period, shall return telephone calls from an Enforcement

Agent within fifteen (15) minutes of receiving a message from an Enforcement Agent, and shall, if required by the Enforcement Agent, report to the property within one (1) hour of such a request by an Enforcement Agent.

- (b) *Occupant information sheet.* A TENANT information sheet shall be conspicuously posted in all SHORT-TERM RENTAL properties, setting forth basic standards of conduct, including but not limited to:
- (1) the name, email address, and telephone number of the designated LOCAL REPRESENTATIVE; and
 - (2) the maximum occupancy limit; and
 - (3) noise restrictions and notice that failure to conform to the CITY'S noise, parking, and littering regulations may result in police intervention and criminal prosecution; and
 - (4) trash and solid waste collection information, including collection dates and trash container placement regulations; and
 - (5) other useful information about the surrounding community.
- (c) *Outside Posted Contact Requirement.* There shall be posted on the front door, or within two (2) feet of the front door, at a location visible to any visitor to the property a document being at least 8.5" x 11" in size and containing in print no smaller than 16-point font size the following information written in English:
- (1) the SHORT-TERM RENTAL LICENSE number; and
 - (2) the names, telephone numbers, and e-mail addresses of the OWNER, LOCAL REPRESENTATIVE, and any other PERSON available at all times during the SHORT-TERM RENTAL period.

Sec. 7-716. Violations – Criminal offense, affirmative defenses, and penalties.

- (a) *Violations and offense.*
- (1) A PERSON who violates a provision of this Division, or who fails to perform an act required of him/her by this Division, commits a criminal offense.
 - (2) No PERSON may violate any provision of this Division, including HOSTS, OWNERS, LOCAL REPRESENTATIVES, SHORT-TERM RENTERS, and OCCUPANTS of rental property.
 - (3) A PERSON commits an offense if he/she acts in the capacity of a HOST or PROPERTY MANAGER without a valid LICENSE issued under this Division.
 - (4) A HOST, PROPERTY MANAGER, or an OWNER commits an offense if he/she rents, LEASES, or allows another to occupy rental property that has not passed a CITY inspection, or does not have a valid LICENSE.
 - (5) A HOST, PROPERTY MANAGER, or an OWNER commits an offense if he/she rents, LEASES, or allows another to occupy rental property after having been provided with notice of a cease-and-desist order issued by a CITY Enforcement Agent to vacate the PREMISES or repair or remediate a condition that is a violation of this Division or causes a public nuisance.
 - (6) No HOST, PROPERTY MANAGER, or an OWNER may prevent or impair an inspection under this Division, or actively and knowingly conceal, cover, or disguise any condition that is a violation of the minimum standards imposed by this Division.
 - (7) A HOST, PROPERTY MANAGER, or OWNER commits an offense if her/she rents, LEASES, or allows another to occupy rental property for which a LOCAL REPRESENTATIVE is not available at all times during the SHORT-TERM RENTAL period.

- (b) *Affirmative defenses.* Notwithstanding all other sections of this Division, it will be an affirmative defense to a complaint if the defendant is able to establish that:
 - (1) the PERSON is hired by the OWNER as a short-term caretaker of the DWELLING; or
 - (2) the PERSON is related to the OWNER within one degree of affinity or consanguinity; or
 - (3) the rental property is a bed and breakfast, defined herein as a DWELLING occupied as a permanent residence by an OWNER or renter in which sleeping accommodations are provided or offered for transient GUESTS or OCCUPANTS for compensation; or
 - (4) the rental property is a group home for elderly PERSONS or PERSONS with disabilities; or
 - (5) the rental property is an assisted care facility, nursing home, hospital, clinic, or other facility providing medical, rehabilitation or healthcare.
- (c) *Penalties.* Any PERSON violating any provision of this Division shall, upon conviction thereof, be subject to enforcement and a fine as specified in Section 1-6 of this Code.

Sec. 7-717. Appeals of administrative decisions for STR.

- (a) *In general.* Administrative decisions of CITY officials made pursuant to this Division may be appealed to the CITY MANAGER or his/her designee in accordance with this Section.
- (b) *Types of decisions that may be appealed.* Appeals of administrative decisions under this Division include, but may not be limited to:
 - (1) denial of issuance of LICENSE; or
 - (2) revocation of LICENSE; or
 - (3) denial of reissuance of LICENSE; or
 - (4) denial of reinstatement of LICENSE.
- (c) *Process and procedures.*
 - (1) *Initiating an Appeal.*
 - a. *Notice of appeal.* The appellant must file with the CITY MANAGER'S office a Notice of Appeal specifying the grounds for the appeal.
 - b. *Fee.* Unless otherwise herein authorized, a Notice of Appeal must be accompanied by the required fee(s) as set in Appendix D - City of Mesquite Comprehensive Fee Schedule.
 - c. *Appellate burden.* The appellant is responsible for establishing the administrative official's administrative decision being appealed is contrary to the applicable law or regulations. The appellant is responsible for establishing the administrative official's administrative decision is:
 - 1. contrary to the applicable law or regulations, or
 - 2. incorrectly interprets or applies the applicable law or regulations; or
 - 3. in error because the provisions of the code, law, or rule do not fully apply; or
 - 4. no longer valid because the violations have been corrected, and there are no other grounds for the LICENSE to remain revoked.

- d. *Content of notice of appeal.* A Notice of Appeal shall be filed in writing. A Notice of Appeal shall identify the following:
 - 1. The name, address, and telephone number of the appellant.
 - 2. The name of the original applicant if the appellant is not the original applicant.
 - 3. The name or title of the administrative official that issued the decision.
 - 4. The decision being appealed.
 - 5. The date of decision.
 - 6. The reasons the appellant believes the decision is in error and does not comply with the requirements of this Division.
 - e. *Deadline.* The appeal must be filed not later than the thirtieth (30th) day after the date the administrative decision is made. The date the administrative decision is made shall be considered Day Zero (0).
 - f. *Acceptance and official filing of notice of appeal.* A Notice of Appeal is considered accepted and officially filed upon the CITY MANAGER'S office receipt before 5:00 p.m. on a business day during normal office hours. Any Notice of Appeal received on or after 5:00 p.m. on a business day or on Saturday, Sunday, or holidays shall not be considered officially accepted and filed until the next business day following the date the information was received or entered. A Notice of Appeal shall not be considered accepted and officially filed unless it is accompanied by the required fee(s) as set in the City of Mesquite Comprehensive Fee Schedule.
- (2) *No stay of administrative decisions and proceedings.* The appeal does not stay decisions or proceedings pending appeal.
- (3) *Scheduling of Public Hearing.* A public hearing on an appeal shall be scheduled not later than the fifteenth (15th) day after the date the appeal is accepted and officially filed with the CITY MANAGER'S office.
- (4) *City Manager's actions.*
- a. The CITY MANAGER must determine the appeal based upon the hearing, properly submitted records and comments, and render a decision (not later than the sixtieth (60th) day after the date the appeal is accepted and officially filed) to:
 - 1. affirm; or
 - 2. modify the administrative official's order, requirement, decision, or determination from which an appeal is taken and make the otherwise correct order, requirement, decision, or determination, and for that purpose the CITY MANAGER or his/her designee has the same authority as the administrative official; or
 - 3. reverse.
 - b. In order for the CITY MANAGER, or his/her designee, to grant an appeal modifying or reversing an administrative decision, in whole or in part, the CITY MANAGER or designee must:
 - 1. find the CITY staff's administrative decision is erroneous; and
 - 2. provide a statement of grounds in support of the finding; and
 - 3. state what the CITY MANAGER or designee determines to be the correct

interpretation of the matter at issue in the appeal.

- (5) *Postponement, continuance, or adjournment without decision.* The CITY MANAGER or designee may also, including but not limited to:
 - a. postpone holding the public hearing and consideration of the appeal to a later date so long as the appeal is decided not later than the sixtieth (60th) day after the date the appeal is accepted and officially filed; or
 - b. continue an opened public hearing and consideration of the appeal to a later date so long as the appeal is decided not later than the sixtieth (60th) day after the date the appeal is accepted and officially filed.

- (6) *Decision.* The CITY MANAGER or designee’s decision shall be final with respect to the matter presented in the appeal, only open to reconsideration by the CITY MANAGER or designee based upon application from the City Attorney's office, in accordance with the same process and procedures of this Section, that the CITY MANAGER or designee’s findings are inconsistent with or violate the law.

Cross reference – Sec. 12-122 – Rental Property License (RPL) fees; Article XII. Planning and Development Services, Appendix D—Comprehensive Fee Schedule.

Secs. 7-718 – 7-1000. – Reserved.

ARTICLE VI. - RESERVED

ARTICLE VII. - RESERVED

EXHIBIT B

To Ordinance No. 4954

City of Mesquite, Texas
Mesquite City Code, Appendix D – Comprehensive Fee Schedule
Article XII – Planning and Development Services

Mesquite City Code

* * *

Appendix D – Comprehensive Fee Schedule

* * *

ARTICLE XII. PLANNING AND DEVELOPMENT SERVICES

* * *

Sec. 12-107. ~~Apartment and~~ hotel/motel license fee per unit.

~~Apartment license fee per unit~~\$15.00

Hotel/motel license fee per unit\$10.00

(Ord. No. 4702, § 1(Exh. A), 8-19-19; Ord. No. 4723, § 1(Exh. A), 9-16-19)

* * *

Sec. 12-110. Certificate of occupancy.

Certificate of occupancy\$125.00

~~Rental certificate of occupancy~~\$125.00

(Ord. No. 4702, § 1(Exh. A), 8-19-19; Ord. No. 4723, § 1(Exh. A), 9-16-19)

* * *

Sec. 12-122. Rental Property License (RPL) fees.

Multi-Family Residential Rental Property License (RPL) fee per unit.....\$ 15.00 per unit

Single-Family Residential Rental Property License for Long-Term Rentals (RPL-LTR).....\$ 125.00

Single-Family Residential Rental Property License for Short-Term Rentals (RPL-STR).....\$ 100.00

Reissuance (Duplication) of License\$25.00

Reinspection fees

Re-inspection fees.....\$60.00

After hours inspection fee (two hours minimum).....\$120.00

Hourly fee after two hours.....\$60.00

Appeals of administrative decisions\$ 250.00