



RENTAL HOUSING CODE

City of Baldwyn, Mississippi

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XX

This Ordinance has been developed and enacted by the City of Baldwin Mayor and Board of Aldermen

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Table of Contents

SECTION 1. SCOPE.....	4
SECTION 2. ADMINISTRATOR.....	4
SECTION 3. REGISTRATION.....	4
SECTION 4. FEES.....	4
SECTION 5. REGISTRATION APPLICATION.....	4
SECTION 6. REGISTRATION REVOCATION.....	5
SECTION 7. INSPECTIONS.....	5
SECTION 8. BATHROOMS.....	5
SECTION 9. KITCHEN.....	6
SECTION 10. ELECTRICAL AND LIGHTING.....	6
SECTION 11. HEATING AND COOLING.....	7
SECTION 12. DOORS; WINDOWS; VENTILATION.....	7
SECTION 13. SPACE AND OCCUPANCY.....	8
SECTION 14. SAFETY.....	8
SECTION 15. MAINTENANCE.....	8
SECTION 16. GARBAGE.....	9
SECTION 17. COMMENCEMENT OF ACTION.....	10
SECTION 18. GENERAL PENALTY.....	10
SECTION 19. PROPERTY TRANSFER AFTER NOTICE.....	10
SECTION 20. VACATION OF TENANTS; RE-OCCUPANCY.....	10
SECTION 21. CONFLICT OF ORDINANCES.....	10
SECTION 22. SEVERABILITY.....	10
SECTION 23. APPLICABILITY.....	11
SECTION 24. DEFINITIONS.....	11

SECTION 1. SCOPE.

This *Code* applies to all rental units in the City of Baldwin, including manufactured homes, single family homes, and multifamily units. The purpose of this *Code* is to establish safety standards for rental housing in Baldwin. In addition, this *Code* is intended to prevent substandard and unsafe living conditions, and to protect the health, safety, and welfare of Baldwin and its citizens.

SECTION 2. ADMINISTRATOR.

The Mayor is the administrator of this *Code* and may delegate duties to other City employees. The Mayor may also appoint independent contractors hired by the City for the purpose of enforcing this ordinance. The Mayor or designee is authorized to make reasonable and necessary inspections of rental housing units and premises to determine compliance with this *Code*.

SECTION 3. REGISTRATION.

Every year, a property owner must register each of their rental units with the City. The process is as follows: (1.) complete a registration application; (2.) pay the annual registration fee; (3.) meet the safety standards defined by this *Code*; and (4.) maintain future compliance with these standards.

SECTION 4. FEES.

(a) **Application.** The annual registration fee for each rental unit is fifteen dollars (\$15.00), payable to the City Clerk.

(b) **Inspection.** The annual inspection is no cost to the property owner. However, if the property fails the inspection, a re-inspection fee will be charged, payable to the Clerk. The fees are:

1st re-inspection:	No charge
2nd re-inspection:	\$60.00
3rd re-inspection:	\$60.00
After 3rd re-inspection:	Citation to Baldwin Municipal Court.
All re-inspections after Court:	\$100.00

SECTION 5. REGISTRATION APPLICATION.

(a) **Application.** The annual registration application is to be in writing, signed by the property owner, agent, or designee, and is to be filed with the Clerk. The Clerk is responsible for determining if all criteria have been met. The application must include the following:

- The name and address of the applicant;
- Proof of ownership must be provided if the information differs from county records;
- The location and parcel number of rental housing unit property;
- For new multi-family construction, a complete site plan of the complex showing it abides with this *Code*, and the plans of all buildings, improvements, and facilities to be constructed within the rental housing complex or on the same property.
- Other information that may be requested by the City to determine if the proposed rental housing unit or complex will comply with all ordinances adopted by the City.

(b) **Inspection required.** Before any registration is issued or renewed, the property owner, agent, or designee and must authorize the City to inspect the applicable rental housing unit(s). The Mayor may choose to forego the inspection of the units which have complied with all applicable ordinances in the past. When multiple units are involved, such as a housing complex, the City may opt to inspect a portion of the units if it is determined an inspection of the entire complex is not needed. All utilities must be turned on at the time of inspection.

(c) **Annual registration renewal** After an application is approved, the City will issue a certificate renewing such registration for an additional year. If the property is sold or transferred to a new owner before the annual registration has expired, the new owner must fill out a registration application for the unit(s) within two (2) weeks of the time of sale or transfer.

(d) **Certificate of occupancy.** A certificate of occupancy is required prior to any tenant taking possession of a rental unit. The Baldwyn Zoning Ordinance requires that a certificate of occupancy be required to provide utility service to any new rental property (or) as a condition of transferring service to a new owner, new renter, or new billing name.

(e) **Utility deposit and monthly billing.** The security deposit for City-served gas and water utilities for a specific rental unit shall be paid by one of two options:

(1.) If Registered in the name of the property owner, the security deposit price shall be an amount determined by the Board of Aldermen and shall be the responsibility of the property owner.

(2.) If Registered in the name of the tenant, the security deposit price shall be an amount determined by the Board of Aldermen and shall be the responsibility of the tenant.

With both options, the individual who makes the deposit is responsible for paying the monthly gas and water bills for each applicable rental unit.

For all rental units, no portion of the deposit shall be refunded until such time as the tenant's lease expires and/or the tenant vacates the premises. Under no circumstances will the deposit be refunded unless all outstanding bills have been paid.

(f) **Exceptions.**

(1.) For all rental agreements in which the renter and landlord are immediate family members, the requirements of this *Code* do not apply.

(2.) All structures owned and maintained by the Baldwyn Public Housing Authority are exempt from the inspection and fee requirements of this *Code*. However, all such units should be registered with the City Clerk.

SECTION 6. REGISTRATION REVOCATION.

The City may revoke any rental registration when the owner or agent has failed to comply with any provision of this *Code*, but the registration may be reissued if the circumstances leading to the failure to comply are corrected in full compliance with the law. If the annual renewal fee is not paid in thirty (30) days, the privilege license will be revoked.

SECTION 7. INSPECTIONS.

(a) **Access.** Every owner, agent, or tenant of a rental housing unit, upon notice of forty-eight (48) hours, will allow access to any part of such rental housing unit for the purpose of making such inspections. If the owner, agent, or tenant refuses access for an inspection, the City is authorized to obtain an inspection warrant.

(b) **Compliance.** If violations of this *Code* are found, the owner or agent will be required to correct all violations within a reasonable period of time as determined by the Building Official and/or the Mayor. Failure to correct the violations may result in the revocation of the certificate of occupancy. Furthermore, if the housing unit becomes unoccupied, future occupancy will be prohibited until all violations have been corrected and the unit is in compliance with this *Code*.

SECTION 8. BATHROOMS.

(a) **General.** Every rental unit must have and properly maintain its own bathtub/shower, lavatory, toilet, and kitchen sink. All of these must be properly maintained in a sanitary, safe, and working condition.

(b) **Flush toilet.** Every rental unit must contain a room that is equipped with a flush toilet in good condition, with an integral water-seal trap, and properly connected to an approved water and sewage system. Each toilet should have impervious, easily cleanable surfaces along with seats and flush tank covers.

(c) **Lavatory.** Every rental unit will contain a fixed lavatory in good condition and properly connected to an approved hot and cold water system and sewage. For new construction, the lavatory will be in the same room as the toilet or as close to that

room as possible. Lavatory surfaces will be smooth, easily cleanable, impervious, and free from cracks or breaks. Sinks used for kitchens and bathtubs are not acceptable substitutes for lavatory basins.

(d) Bathtub or shower. Each rental unit must have a bathtub or shower in good condition and properly connected to an approved hot and cold water system and sewage. Each bathtub must have a smooth, impervious, and easily cleanable inner surface, with a proper drainage pitch free from makeshift repairs and cracks or breaks. Each shower compartment must have a base with a leak-proof receptor that is made of impervious material with proper drainage pitch. The interior walls will be made of a smooth, impervious, easily cleanable material. Built-in bathtubs with overhead showers must have waterproof joints between the tub and the adjacent walls, and the walls must be made of impervious material.

(e) Hot water. Every rental unit will have hot water service properly installed and maintained in good condition capable of furnishing sufficient hot water with a minimum temperature of one hundred ten degrees (110°). Water heating units will be equipped with a temperature and pressure relief valve and a discharge line.

(f) Water-seal traps. Bathroom plumbing fixtures (except those with integral traps), will be separately trapped by a water-seal trap that will eliminate the passage of sewage gases into the room. The water-seal trap will be located as close to the outlet as possible.

(g) Water flow. Bathroom plumbing fixtures will have a reasonable flow of water, and the minimum flow of hot or cold water issuing from a faucet or fixture will be not less than one (1) gallon per minute.

SECTION 9. KITCHEN.

(a) General. Every rental unit must have a kitchen with suitable space and facilities to store, prepare, and serve food in a sanitary manner.

(b) Kitchen sink. Every kitchen will contain a fixed sink in good condition and properly connected to an approved hot and cold water system and a sewage system. Each sink will be of good quality and impervious to water and grease. The interior surfaces will be smooth with rounded internal angles and corners, easily cleanable and free from cracks or breaks.

(c) Water-seal traps. Kitchen plumbing fixtures will be separately trapped by a water-seal trap that will eliminate the passage of sewage gases into the kitchen. The water-seal traps will be located as close to the outlet as possible.

(d) Flow of water. Kitchen plumbing facilities will have a reasonable flow of water and the minimum flow of hot or cold water issuing from a faucet or fixture will be not less than one (1) gallon per minute.

(e) Oven or stove. Every kitchen will be equipped with a cooking oven and range or a stove properly connected and in good condition. If the oven and range or stove is provided by the tenant per the rental agreement, the owner does not have to provide these items.

(f) Refrigerator. Every kitchen area must be equipped with a refrigerator properly connected and in good condition. Refrigerators will be capable of maintaining a temperature between forty degrees (40°) and forty-five degrees (45°) Fahrenheit, and include some capacity for storing frozen food. If the refrigerator is provided by the tenant per the rental agreement, the owner does not have to provide one.

(g) Sanitary surfaces; preparation and storage areas. Countertops, food preparation surfaces, food storage pantries, and cupboards will be free from holes, breaks or cracks that may leak, may injure a person, or may permit the harborage of insects, and free from dampness that may promote the growth of bacteria.

SECTION 10. ELECTRICAL AND LIGHTING.

(a) General. Every rental unit will have electrical service and lighting properly installed and maintained to allow for safe use of electrical appliances and permit normal indoor activities. Every outlet, switch, and fixture will be properly installed and maintained. No rental unit will have any frayed and exposed wiring, wiring unprotected by proper covering, fixtures in disrepair, tacked extension cording, makeshift wiring, makeshift outlets, or makeshift fixture repairs.

(b) **Habitable rooms.** Every room will contain at least two (2) electrical convenience outlets and either a permanently installed light fixture controlled by a wall switch or an additional electrical convenience outlet controlled by a wall switch. A light fixture controlled by a wall switch is required in all kitchens. Additional dedicated outlets should be installed for appliances that are supplied by the owner.

(c) **Other rooms.** Every laundry room and bathroom is to contain at least one permanent light fixture controlled by a wall switch. In addition to the above minimum requirements, every owner or agent will provide sufficient electrical convenience outlets to service the appliances and fixtures furnished within the room.

(d) **Stairway and hall lights; private.** Every private stairway and hall is to contain at least one light fixture controlled by a wall switch except where light is available from an adjacent area.

(f) **Stairway and hall lights; public.** Every public or common stairway, hallway, corridor or breezeway in or leading into multifamily dwellings is to be lighted, by natural or artificial means at all times.

(g) **Exterior entrances; multifamily.** Every building serving four (4) or more rental units must have the main building entrances lighted with specific lighting during dark hours. The entrances divided into individual rental units are to be provided with lighting that can be controlled automatically or manually by the tenant.

(h) **Exterior areas; multifamily.** Every common area, accessory use area, aisle, passageway, pedestrian walkway, and sidewalk of buildings serving four (4) or more rental units is to be lighted during dark hours. Common parking lots and parking areas (both covered and uncovered) serving four (4) or more rental units are to be lighted during dark hours.

SECTION 11. HEATING AND COOLING.

(a) **General.** Every rental housing unit is to contain safe heating equipment properly installed and maintained in good condition, and capable of providing adequate heating and cooling to assure a comfortable and safe living environment.

(b) **Heating and cooling requirements.** Every rental housing unit is to have permanently installed heating, under the tenant's control, capable of safely maintaining all living areas at a temperature of sixty-eight degrees (68°) Fahrenheit at a distance three (3) feet above floor level in the center of the room. If cooling is accomplished through portable systems (window units) provided by the tenant per the rental agreement, the landlord is not responsible for the maintenance of such cooling systems.

(c) **Unvented combustion heaters; prohibited.** Unvented portable space heaters burning solid, liquid, or gaseous fuels are prohibited in all rental units.

(d) **Cooking appliances as heaters; prohibited.** Ovens, stoves, ranges, or any other cooking appliances for the purpose of heating are prohibited in all rental units.

SECTION 12. DOORS; WINDOWS; VENTILATION.

(a) **General provision.** Every rental unit must have doors and windows which provide adequate natural light and ventilation to permit normal indoor and activities while providing protection and privacy for the occupants.

(b) **Screened openings.** Any rental housing unit that is cooled by mechanical cooling or other similar venting, is to have at least one (1) openable screened exterior opening in good condition.

(c) **Glazing.** Glazed areas are to be free from missing, loose, cracked, or broken glass.

(d) **Windows.** Windows are to be maintained in sound condition. Exterior windows are to fit the window openings and should be properly sealed or weather-stripped. The fit of exterior windows should not diminish the thermal efficiency of the structure.

(e) **Exterior doors.** Exterior doors leading into rental housing units should fit the door openings and should also be weather-stripped. The fit of exterior doors should not otherwise diminish the thermal efficiency of the structure. Exterior doors, door hardware, and door frames must be maintained in sound condition and capable of the use intended by their design. Any hollow core or solid core doors leading into rental housing units which are replaced after the effective date of this *Code*, should be replaced with solid core or metal wrapped doors that have a sound transmission rating at least equal to the rating of the door being replaced.

(f) **Interior doors.** Interior doors, door hardware, and door frames should be in sound condition free from holes, breaks or cracks, and capable of the use intended by their design. They should also be capable of affording privacy to the occupants.

SECTION 13. SPACE AND OCCUPANCY.

(a) **General provision.** Every rental unit should have sufficient access and space to allow for adequate living and sleeping conditions.

(b) **Occupancy load.** Every rental unit should provide at least two hundred twenty (220) square feet of floor area for the first two (2) occupants and one hundred (100) square feet of floor area for each additional occupant. The floor area is based on the total living area.

SECTION 14. SAFETY.

(a) **General.** Every rental unit must have devices for building security, smoke detectors to provide fire safety, and must be maintained free from hazards to the health and safety of the occupants.

(b) **Stairway.** Every inside and outside stairway must be maintained in sound condition and free from any broken, rotted/missing steps, or other tripping hazards. Every inside and outside stairway that contains three (3) or more risers must be provided with a handrail in sound condition that is securely fastened. Every stairway which exceeds thirty (30) inches in height must be protected by a guardrail and enclosure material. The openings in the enclosure material will prohibit a spherical object four (4) inches in diameter from passing through or under.

(c) **Balcony and porch.** Every balcony or porch higher than thirty (30) inches above the ground must be protected by a guardrail and enclosure material. The openings in the enclosure material will prohibit a spherical object four (4) inches in diameter from passing through or under.

(d) **Exterior doors.** Exterior doors leading into rental units or storage rooms must have a properly installed locking device. In addition: (1) Swinging exterior doors leading into units must have keyed locks; and (2) Sliding doors leading into units must be provided with a lock or locks which prevent lifting or sliding of the locked door from the exterior.

(e) **Windows.** Every operable window accessible from the outside must have a locking device or devices properly installed. Such devices must prevent the opening of the window from the exterior of the unit.

(f) **Smoke detectors.** Smoke detectors must be installed in all existing rental units. Detectors must meet the requirements specified in the City's adopted property maintenance ordinance. The owner or agent is responsible for the installation and annual replacement of the battery. After a change in tenancy, the owner or agent must insure that all required smoke detectors are operational prior to re-occupancy.

SECTION 15. MAINTENANCE.

(a) **General.** Every rental unit's interior and exterior must be maintained in a condition which provides the occupants with protection from the elements, and a safe and healthy living environment.

(b) **Interior; holes, cracks or breaks.** Every floor, interior wall and ceiling, cabinet, and all attachments must be kept in sound condition. Every hole cut in floors, walls, or ceilings for plumbing fixtures or pipes must be properly sealed.

(c) **Interior; paint and plaster.** Every floor, interior wall and ceiling, cabinet and all attachments must be kept free of any loose, cracked, scaling, chipping or peeling paint or plaster. All interior painted surfaces must be painted with lead-free paint.

(d) Floor coverings. Floor coverings that are damaged and located on a stairway or within three (3) feet of a stairway must be removed or repaired to prevent tripping. Tears in excess of six (6) inches and tears or projections rising one-quarter (1/4) inch or more above the floor surface must be repaired. Floor coverings must be repaired or replaced when the condition of covering is unsafe or unsanitary.

(e) Exterior. Every foundation, roof, and exterior wall must be weather tight, and watertight. All exposed exterior surfaces must be maintained so as to be impervious to moisture and weather elements. In addition:

- (1) All exterior wood surfaces must be protected from the elements by paint or other protective treatment; except such wood surfaces composed of wood that is naturally resistant to decay;
- (2) All exterior painted surfaces must be free of loose, cracked, scaling, chipping, or peeling paint that presents a deteriorated appearance;
- (3) Roof coverings must be watertight and weather tight and must be free of broken, rotted, split, curled, or missing roofing material; and
- (4) Replacement materials and paint used to repair or repaint exterior surfaces must be visually compatible with the existing materials and paint on the exterior of the unit.

(h) Ground cover. Every rental unit should have maintained grass, landscaping, or other ground cover in all yard areas. Such ground cover should be well maintained and enhance the appearance and value of the property.

(i) Exterior areas; tripping hazards. Every common area, sidewalk, driveway, parking lot, and parking area should be free from holes, depressions, or projections that may cause tripping or may injure a person or otherwise present a hazard, including damage to a vehicle.

(j) Inoperable vehicles. Common parking areas, serving more than one (1) rental housing unit, should be maintained free from the storage of abandoned, wrecked, dismantled, unregistered, or inoperable vehicles. Parking areas serving only one (1) rental housing unit, should also be free from the storage of wrecked, dismantled, or inoperable vehicles.

(k) Swimming pools. All swimming pools, architectural pools, and spas should be properly maintained so as not to create a safety hazard, harbor insect infestation, or create a deteriorated appearance.

(l) Stagnant water. All premises must be maintained so as to prevent the accumulation of stagnant water when such water causes a hazardous or unhealthy condition or causes damage to foundation walls.

(m) Infestation. Every rental property must be kept free from insect, rodent, or vermin infestation, nesting places, and any other unsightly or unsanitary accumulation which may harbor them.

(n) Maintenance. The owner or agent should provide for the interior and exterior maintenance of each rental unit, each supplied facility, each supplied piece of equipment, each supplied utility, and all of the premises.

SECTION 16. GARBAGE.

(a) Storage of garbage. No owner or agent of any rental unit will allow the exterior accumulation of any garbage or other waste, except in covered portable containers of rust-resistant metal, rubber, plastic, or similar material.

(b) Removal of garbage. The owner or agent of a rental unit will: **(1.)** Provide for all garbage removal by a properly licensed and authorized refuse hauler (or) **(2.)** Require the tenant, lessee, or occupant to provide such service from a properly licensed and authorized refuse hauler

SECTION 17. COMMENCEMENT OF ACTION.

- (a) The Mayor or official designee has the primary responsibility of enforcing this *Code* and is granted the authority needed and necessary for enforcement. Any citation issued for a violation of this *Code* will be returnable and prosecuted in the Baldwin Municipal Court. The City Prosecutor will handle the prosecution of all such cases on behalf of the City.
- (b) The Mayor or official designee should seek voluntary compliance with the provisions of this *Code* and its enforcement, proactively or reactively, through warnings, citations, or other such means designed to achieve compliance in an efficient and effective manner.
- (c) The Mayor is authorized to recommend reasonable and necessary rules and regulations to carry out the provisions of this *Code* to the Board for approval.
- (d) Once a violation has been identified by inspection, enforcement actions are to be taken by the City.

SECTION 18. GENERAL PENALTY.

Wherever in this *Code* any act is prohibited or is made or declared to be unlawful or an offense or the doing of any act is required or the failure to do any act is declared to be unlawful or a misdemeanor, where no specific penalty is provided therefore, the violation of any such provision of this *Code* will be punished by a fine not exceeding one thousand dollars (\$1,000.00), by imprisonment not exceeding ninety (90) days, or both. Every day any violation of this *Code* continues may be considered a separate offense.

SECTION 19. PROPERTY TRANSFER AFTER NOTICE.

(a) **Written assumption of responsibility.** The transfer of any or all property interest in any manner, including but not limited to, the sale, trade, lease, gift, or assignment of any real property against which a citation has been issued or allegations of violations have been filed with the court will not relieve the parties unless the legal entity assuming interest in such property, in writing, assumes responsibility for compliance with the notice to comply or alleged violations and a copy of such writing is presented to the City.

(b) **Criminal violation.** Any individual or legal entity, who transfers the ownership interest in real property, against which a citation has been issued or allegations of violations have been filed with the court, will be guilty of a misdemeanor unless they have advised the transferee of the pending allegations and have obtained a written acceptance of responsibility for compliance with this *Code*.

SECTION 20. VACATION OF TENANTS; RE-OCCUPANCY.

(a) **Comply even if vacated.** An owner or agent served with a citation or enforcement proceeding for violations of this *Code* will not be relieved from responsibility to comply because the tenant(s) have vacated the rental unit.

(b) **Compliance before re-occupancy.** The owner or agent of a rental unit must not lease, rent, or otherwise make available for tenants any unit until it has passed inspection and issued a new certificate of occupancy. Also, the owner or agent of a rental unit must not lease, rent, or otherwise make available for tenants any rental unit against which a citation has been issued or an enforcement action has been instituted until the violations of the citation or enforcement proceedings have been corrected and a new certificate of occupancy has been issued.

SECTION 21. CONFLICT OF ORDINANCES.

In any case where a provision of this *Code* is found to be in conflict with a provision of any other ordinance of the City, the provision which establishes the higher standard for the promotion and protection of the health, welfare, safety, and morals of the community will prevail.

SECTION 22. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this *Code* is, for any reason, held to be unconstitutional, such decision will not affect the validity of the remaining portions of this *Code*. The Board hereby declares that it would have passed the

Code, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and additional phrases be declared unconstitutional.

SECTION 23. APPLICABILITY.

That this *Code* and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby will take effect and be in full force and effect thirty (30) days after its final passage and adoption.

SECTION 24. DEFINITIONS.

For purposes of this *Code*, the following words, terms, and phrases will have the meaning respectively ascribed to them as follows, unless the context clearly indicates otherwise:

Accessory use areas: areas and buildings around a rental dwelling which provide space for amenities and facilities, including but not limited to pay phones, picnic areas, recreation areas, laundry rooms, recreation rooms, refuse collection facilities, and accessory storage buildings.

Agent: a person authorized by the owner of a rental housing unit to make or order repairs or service to the unit and authorized to receive notices on behalf of the owner. This includes the property manager or any person who has charge, care, or control of a rental housing unit.

Approved: a state of being in compliance with the appropriate ordinances and approved by the mayor or designee.

Architectural pool: a constructed or excavated exterior area designed for a regular supply of water other than a swimming pool or a spa.

Board: the Board of Aldermen of Baldwin, Mississippi.

Boarding house: a building other than a hotel or motel where, for compensation and by prearrangement for definite periods, meals and/or lodging are provided for two (2) or more persons (other than legally related family members) on a weekly or monthly basis.

Building official: a City official designated by the Mayor and Board of Aldermen to administer and enforce this ordinance.

Certificate of occupancy: a certificate issued pursuant to this article by the building official to ensure that a dwelling unit is in compliance with the provisions of this article.

Change of occupancy: when a rental unit is vacated and is occupied by a new tenant.

Clerk: the Municipal Clerk of Baldwin, Mississippi.

Code: the currently adopted Rental Housing Code of Baldwin, Mississippi.

Condominium: an estate in real property consisting of an undivided interest in common of a portion of real property, together with a separate interest in space in a residential building on such real property.

Cooperative: a multiple-household owned and maintained by the residents. The entire structure and real property is under common ownership, as contrasted to a condominium dwelling where individual units are under separate individual occupant ownership.

Deterioration: a lowering in quality of the condition of a building, structure, or premises.

Dwelling: an enclosed occupied or unoccupied space designed for being used as permanent living facilities that include single family and multifamily dwellings and accessory use areas.

Exterior opening: an open or closed window, door or passage between interior and exterior spaces.

Failure to comply: a failure, refusal, or neglect to obey an official order or comply with any adopted ordinance of the City of Baldwin.

Glazed: fitted with glass.

Habitable room: a room or enclosed floor space within a rental housing unit used, intended to be used, or designed to be used for living purposes; and excludes bathrooms, laundry rooms, halls, closets, and storage places.

IPMC: the current version of the International Property Maintenance Code adopted by the City of Baldwin.

Impervious: incapable of being penetrated or affected by water or moisture.

Immediate family: A defined group of relations including a person's parents, spouse, siblings, and children.

Infestation: the presence or apparent presence of insects, rodents, vermin or noxious pests of a kind or in a quantity that endangers health within or around a dwelling or may cause structural damage to the dwelling.

Inoperable vehicle or junk vehicle: a vehicle which is physically incapable of operation, stripped, substantially damaged, lacking of a current license plate, discarded or unable to be safely and legally operated.

Junk: Includes the following: all appliances or parts thereof; all parts of motor vehicles; tires; all iron or other metal; plastics; glass; paper; cardboard; rubber; lumber; wood; brush; mattresses; disabled trailers or parts thereof; and all other waste or discarded material, all of which are discarded, unusable, broken, or have not been used for their primary and original purpose for a period of six (6) months.

Landscaping: the combination of elements such as trees, shrubs, ground covers, vines, and other organic and inorganic material for the express purpose of creating an attractive and pleasing environment.

Lessee: a person or entity who receives the use and possession of leased property (e.g., real estate) from a lessor in exchange for a payment of funds. The person to whom a lease is made.

Legal entity: an association, cooperation, partnership, or individual that has legal standing in the eyes of the law.

Makeshift: a state of being out of accordance with the requirements of this *Code*, any ordinance of the City or rules or regulations adopted thereunder, accepted practices, prevailing standards, design of a licensed contractor or manufacturer's recommendation.

Mayor: the Mayor of the City of Baldwin, Mississippi.

Occupant: any person living in, sleeping in, or possessing a rental housing unit.

Owner: a person, persons, or legal entity listed as the current titleholder of real property, as recorded in the official records of Lee County, Mississippi.

Parking area: any area adjacent to a rental housing unit which was designed for or is used for the purpose of parking vehicles. This does not include landscaped, unpaved, or yard areas.

Proof of ownership: a title or deed to a piece of property signed by a notary public.

Rental unit: an individual rental housing unit, all or a portion of a dwelling for which payment or other consideration is being made to an owner or agent for the use or occupancy of that portion as an independent living facility, excluding transient occupancy such as hotels and motels. It also means each individual rental unit within an apartment complex.

Slum-like: the unsightly condition of a building, structure, or premises characterized by deterioration or other similar conditions and the visible outdoor storage of junk, garbage, or rubbish, regardless of the condition of other properties in the neighborhood.

Sound condition: a state of being free from decay or defects and in good working condition.

Specific lighting: artificial illumination which was designed and installed to provide adequate lighting for a specific area.

Storage: the placement of personal property in a location for a period of time exceeding thirty (30) days for the purpose of preservation, seasonal, or future use or disposal. No upholstered furniture may be stored on porches.

City: the City of Baldwin, Mississippi.

Vehicle: an automobile, truck, trailer, camper, recreational vehicle, boat, or motorcycle.

Zoning Ordinance: The Official Zoning Ordinance of the City of Baldwin, Mississippi.