

MOOREFIELD CITY CODE AMENDMENT NO. 2023-2

An act to amend and reenact Chapter 23 of the Moorefield Municipal Code, by adding sections providing for a Third-Party Inspections and Administrative Warrants together with a number of other minor changes all dealing with the registration and inspection of rental housing within the municipal limits.

BE IT ENACTED BY THE CITY COUNCIL OF MOOREFIELD,  
A MUNICIPAL CORPORATION:

That Chapter 23 of the Moorefield City Code, be amended and reenacted to read as follows:

**Section 23-1. Purpose, Scope**

- A. Purpose: It is the intent and purpose of the Town of Moorefield to provide safe, sanitary, and suitable rental housing with minimum health and safety standards for its citizens. These standards relate to the condition, maintenance and occupancy of rental dwellings intending to ensure that rental housing is safe, sanitary, and suitable for occupancy to secure the integrity of the residential areas within the corporate limits of the Town.
- B. Scope: This ordinance applies to all rental dwellings within the Town of Moorefield. This ordinance shall not apply to hotels, motels, student housing or owner-occupied dwellings unless occupied by more than 1 family unit. This ordinance shall apply to apartments, rooming units, dormitories, lodging, boarding houses, and fraternity/sorority houses.

**Section 23-2. Definitions**

Throughout this article, certain words, terms, and expressions are herein defined. The masculine shall include the feminine and the neutral. Words used in the present tense include the future, the singular number includes the plural, the plural includes the singular, the word "Shall" is always mandatory. The word "dwelling," "dwelling unit," "lodging houses," "rooming unit," "dormitory," and "premises" shall be considered as though they were followed by the words "or any part thereof." For the purposes of the

time sequence system, the word "day" shall be interpreted as a day which is not scheduled as a holiday or weekend by the Town personnel rules and regulations.

- A. Abate means to end a nuisance, emergency or nonconformance.
- B. Approved means as per the Housing Official or Council in his/her absence.
- C. Basement or cellar means occupancy of a rental dwelling unit below grade. No basement or cellar shall be used as a habitable space or rental dwelling unit unless the floors are impervious to excessive dampness and there is adequate ventilation and means of egress. Below grade habitable space shall have direct door access to the outdoors or a demonstrable adequate window exit with an opening of at least 2 feet by 2 feet. Below grade rental dwelling units shall have direct door access to the outdoors and a demonstrable adequate window exit with an opening of at least 2 feet by 2 feet.
- D. Certificate of Use & Occupancy means the certificate issued by the Housing Official which permits the use of a rental dwelling unit, and which certifies compliance with the provisions of law for the use and occupancy of the building in whole or part, together with special stipulations or conditions.
- E. Dwelling means a single building providing complete, independent living facilities for one or more persons, including provisions for living, sleeping, eating, cooking and sanitation. State-licensed health and custodial facilities are excluded.
- F. Dwelling Unit means any one or more rooms intended to be occupied for living purposes.
  - 1. Apartment means a room or group of rooms intended to be occupied for living, sleeping, cooking, eating and sanitation.
  - 2. Fraternity house or sorority house means a building, other than a hotel or motel, that is occupied as a dwelling [predominantly by member candidates for membership, employees and guests of the same fraternity or sorority.
  - 3. Rooming Unit means a room or group of rooms intended to be occupied for living and sleeping but not cooking.
  - 4. Dormitory means a building under single management renting sleeping accommodations to more than fifteen persons with individual bathroom or eating facilities.

5. Boarding House means a building under single management renting sleeping accommodations to fifteen persons or less without individual bathroom or eating facilities.
6. Lodging House means the same as boarding house.
- G. Emergency means a condition determined by the Housing Official arising from actual or imminent failure due to Owner or Operator culpability and resulting in potential injury or a violation of a health or safety standard to occupants of a rental dwelling unit.
- H. Family means an individual, or two or more persons related to each other by blood, marriage or legal adoption, including foster children, or in the alternative, not more than three unrelated persons.
- I. Garbage means refuse, animal or vegetable waste resulting from the handling, preparation, cooking or consumption of food from a kitchen or household.
- J. Habitable space means a space in a rental dwelling unit for living, sleeping, eating, or cooking. Bathrooms, toilet compartments, closets, halls, storage, or utility space and similar areas are not habitable spaces.
- K. Hotel means a building under single management in which more than fifteen rooms are rented, providing sleeping accommodations for transients with or without meals, and in which the rooms are not directly accessible from an outdoor parking area.
- L. Housing Official means the officer or other designated authority charged with the administration and enforcement of the Housing Rental Registration and Inspection Ordinance for the Town of Moorefield, or a duly authorized representative appointed by the Town Council of Moorefield.
- M. Housing Inspector means the Housing Official or his designee.
- N. Inspection Report means a document issued by the Housing Official to show that the premises have been inspected, the date and time of such inspection and setting time periods for correction of deficiencies noted.
- O. Landlord means the owner of a building/property including one or more rental dwelling units.
- P. Letter of Compliance means a document issued by the Housing Official indicating the subject inspection found the premises to be in substantial compliance of this article on the date of the inspection and enclosing a copy of the inspection report.

- Q. Motel** means an establishment under single management which provides lodging and parking for transients and in which the rooms are so designed to provide accessibility from an outdoor parking area.
- R. Nonconforming occupancy** means more than two persons per bedroom unless otherwise approved by the Housing Official in the Certificate of Use and Occupancy.
- S. Occupant** means any persons living, sleeping, cooking, or eating in, or having actual possession of a rental dwelling unit.
- T. Operator** means any person, including the owner, who has charge, care or control of a building including one or more rental dwelling units.
- U. Owner** means any person who alone, jointly or as tenants in common with others, a partnership, a Limited Liability Company or Corporation, has legal or equitable title to any rental dwelling unit with or without accompanying actual possession thereof. For the purpose of this article, "owner" includes an agent of the owner empowered by the owner to act on the conditions or under the circumstances in question.
- V. Owner-occupied single-family dwelling** means any townhouse, condominium or detached dwelling that is occupied as a dwelling by the actual property owner or by any persons related thereto by blood, marriage, or adoption and where no remuneration is received.
- W. Person** means a natural person, his or her heirs, executors, administrators, or assigns and also a firm, partnership, limited liability company, or corporation and its, or their, successors or assigns.
- X. Plumbing** includes the following supplied facilities and equipment: gas pipes, potable water pipes, wastewater pipes (sanitary sewer), sumps, drains, vents and all supplied facilities and equipment connected to them.
- Y. Premises** means a lot and its building and other improvements.
- Z. Promptly** means to perform readily or immediately, as determined by the Housing Official.
- AA. Rent/Remuneration** means payment of money, goods, labor, service, or otherwise for use of a dwelling unit or lot.
- BB. Rental Dwelling Unit** means any dwelling unit (any room, group of rooms within any structure, building, house, mobile home or any part thereof) which

is offered in whole or part for residential purposes, whether by day, week, month, year or any other term, and for which remuneration is received.

**CC.** Rubbish means useless waste material/garbage or rejected matter.

**DD.** Safe Heating is defined as an easily accessible, functional, and controllable source of heat for the rental dwelling unit. Portable heaters such as an electric space heater or equivalent is considered safe heat; however, portable heat cannot be the primary source of heat.

**EE.** Story means that part of a building comprised between any floor and the floor or attic next above; the first story of a building is the lowest story having at least one-half of its height of one or more walls the highest level of the adjoining ground.

**FF.** Student Housing means a residential unit supplied by an Institution of Higher Education as defined by the Carnegie Classification.

**GG.** Supplied means paid for, furnished, provided by, or under the control of the owner or operator.

**HH.** Tenant means an occupant of a rental dwelling unit who has signed a lease or made a verbal contract exceeding a seven-day commitment.

**II.** Third-Party Inspector is a licensed professional engineer, registered architect, or an independent WV state certified code inspector.

**JJ.** Transient means an individual who rents sleeping, living and sanitary facilities on a daily or weekly basis.

### **Section 23-3. Applicability**

#### **OTHER LAWS**

**A.** This ordinance is not intended to otherwise abrogate, and all rights and responsibilities normally ascribed to the tenant or landlord under the laws of the State of West Virginia whether set out by case law or by the West Virginia Code §8-12-16, §8-12-16A and §37-6-30 or any other applicable laws.

**B.** The minimum requirements of this article may not be waived, either intentionally or implied, by either party to a rental agreement.

- C. Violation of the article shall constitute a misdemeanor, and fine and punishment shall be in accordance with Section 23-4 of this code. Willful and repeated violations of the requirements of this article are illegal.
- D. If any provision of these regulations or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of these regulations which can be given effect without the invalid provision or application, and to this end the provisions of this article are declared severable.

**Section 23-4. Illegal Conditions; Penalty**

- A. An owner or operator shall not rent any rental dwelling unit for use in whole or in part for human habitation unless a written application for a *Certificate of Use and Occupancy* has been filed for said rental dwelling unit and the *Certificate of Use and Occupancy* has been issued for said rental dwelling unit by the Housing Official or its representative indicating that the inspection found the premises to be substantially in compliance with the ordinance. Any person who continues to rent a rental dwelling unit subject to this article without a Certificate of Use and Occupancy, after the expiration of the Housing Official's order, shall be subject to a mandatory penalty of five hundred dollars (\$500.00) per month for each month that the unit is illegally occupied unless otherwise stated in this ordinance. This penalty is in addition to the fines levied under section 23-4.D.
- B. It shall be illegal for any person to occupy or allow any other person to occupy any rental dwelling unit more than the time period indicated in the Housing Official's report for that rental dwelling unit or building, or after the Housing Official finds that vacation of the rental dwelling unit or building is necessary before abatement of a nonconformance can reasonably proceed.
- C. It shall be illegal for any person to permit a state of nonconformance to exist after the time set by the Housing Official has been established for abating the nonconformance.
- D. Persons in violation under this Chapter shall, as a separate offense, be subject to a penalty in accordance with the following schedule, if the nonconformance is not abated within the corrective action period:
  - 1. First conviction of any offense, a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00).

2. Second conviction of the same offense, a fine not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00).
  3. Third conviction of the same offense, a fine not less than two hundred dollars (\$200.00) nor more than five hundred dollars (\$500.00).
  4. Each successive conviction for the same offense shall result in a mandatory fine of five hundred dollars (\$500.00).
  5. Persons in violation of any section or subsection shall also be liable to revocation of the *Certificate of Use and Occupancy*.
  6. Persons who fail to comply with payment of any Circuit Court fine/rules that are associated with this chapter, any Municipal Court fines and all other Municipal Court rules within the established time frame will be subject to the revocation of the Certificate of Occupancy for all units within the Town of Moorefield.
- E. The Housing Official, upon finding an apparent violation of the article, may institute appropriate proceedings as detailed in this article.
- F. Application for a hearing under Section 23-11 shall stay the effective date of the enforcement of Sections 23-8 and 23-9.
- G. An individual person, and owner, manager or officer of a company, corporation, partnership or limited liability company, which person or company or business entity has been found guilty or plead guilty or admitted during an administrative proceeding to a violation of the Town of Moorefield Housing Inspection Ordinance shall be ineligible to serve upon or be appointed to any committee, commission or administrative agency appointed by the Mayor or Town Council of the Town of Moorefield.
- H. The imposition of the penalties herein prescribed shall not preclude the Town Attorney or any other attorney designated or appointed by the Town for instituting an appropriate action or proceeding to prevent an unlawful erection, construction, reconstruction, addition, alteration, conversion, removal, demolition, maintenance or use or to restrain, correct or abate a violation, or to prevent the occupancy of a building or structure or portion thereof, or of the premises, or to prevent an illegal act, conduct business or use, in or about any premises.
- I. It shall be illegal for any owner to fail to maintain current and valid information within an application for a Certificate of Occupancy.
- J. The imposition of the penalties herein prescribed shall not preclude the Town Attorney from instituting a civil action in the Circuit Court of Hardy County, West

Virginia, for the purpose of enjoining the owner/operator/occupant, as the case may be, from occupying the rental dwelling unit in question in the absence of a current and valid Certificate of Use and Occupancy as well as the collection of any unpaid fines, the payment for which is past due.

**Section 23-5. Application for Certificate of Use and Occupancy**

**A.** An Application for a *Certificate of Use and Occupancy* shall be submitted in writing, on forms provided, to the Housing Official and shall contain at least the following information:

**1.** For the dwelling

- a.** The street address(es) of the rental dwelling units (911 confirmation if necessary)
- b.** The official Town of Moorefield Zone classification of the dwelling
- c.** The number and types of rental dwelling units in the structure
- d.** The names, addresses, email addresses, and telephone numbers of the owners, agent or operator, and any other person to be notified in case of emergency or nonconforming condition requiring notifications
- e.** Any other uses (entities) within the building

**2.** For each rental dwelling unit:

- a.** The story on which the unit is located
- b.** The total square footage of the unit
- c.** Maximum occupancy/number of bedrooms
- d.** Square footage of each bedroom
- e.** Number of off-street parking
- f.** Rental dwelling unit identification
- g.** Name of Primary Lease Holder at the time of application
- h.** A blank copy of the current rental agreement

**B.** Renewal applications shall be filed at least forty-five days (45) before the expiration of the existing Certificate of Use and Occupancy. It shall be illegal to continue to rent a rental dwelling unit after the expiration of the Certificate



of Use and Occupancy and 23-4.D shall apply. After the expiration of an order by the Housing Official, 23-4.A shall apply.

C. Upon receiving an application for renewal of the *Certificate of Use and Occupancy*, the Housing Official shall arrange to re-certify the rental dwelling unit.

D. Fees:

1. Application fee for rental housing units, exclusive of owner-occupied housing units with roomers, dormitories and boarding or lodging house shall be thirty dollars (\$30.00) per rental dwelling unit; however, for those single structures containing eight or more units, the application fee shall be twenty dollars (\$20.00) per rental dwelling unit.
2. Application fee for owner-occupied housing units with more than one roomer shall be twenty dollars (\$20.00) per sleeping room.
3. Application fee for boarding or lodging houses or dormitories shall be twenty dollars (\$20.00) per sleeping room.
4. Application fee for a hearing before the Rental Inspection Board shall be fifty dollars (\$50.00), with that fee being refunded should either body determine a citation to be baseless.
5. Charge for missed appointments; twenty-five dollars (\$25.00) per unit unless providing notification at least twenty-four hours prior to scheduled appointment. Payable before rescheduling of subsequent appointment.
6. Court appearances: seventy-five dollars (\$75.00) per hour, one-hour minimum.
7. Real estate inspections: fifty dollars (\$50.00) per hour, one-hour minimum.
8. Duplicate copies of *Certificate of Use and Occupancy* to the owner shall be three dollars (\$3.00) per copy.

E. An application for a *Certificate of Use and Occupancy* may be denied if the owner has:

1. Delinquent business taxes/license.
2. Delinquent utility fees/charges or municipal ambulance/fire fees.
3. Fines due to the Town of Moorefield for any reason.

## Section 23-6. Inspections

- A. The Housing Official will complete inspections as set forth in this chapter to determine that proper health, safety, and wellness standards are maintained. The Housing Official's inspection is strictly visual and is not a comprehensive inspection for electrical, plumbing, structural soundness or any other such issues. The Housing Official's inspection is only valid for purposes that are set forth in this chapter.
- B. The Housing Official shall conduct all inspections during reasonable hours of the day and after presentation of proper identification. The owner may arrange, and the occupant shall have the opportunity, to be present during an inspection.
- C. The Housing Official shall inspect within three years of the effective date of this section all rental dwelling units within the Town of Moorefield and maintain a database of inspection date and subsequent inspection dates in three-year intervals. The penalty in section 23-4.A shall not apply to a rental dwelling unit before the Housing Official initiates first contact requesting an application for the Certificate of Use and Occupancy.
- D. The Housing Official shall inspect any rental dwelling unit at the written request of the owner, or upon receipt of a written complaint from a person with a demonstrable interest with the nature of the noncompliance specifically indicated. All requests for an inspection shall include evidence that the subject matter of the complaint has been reported to the alleged violator in writing and that five working days have passed without the alleged violator having made effort to correct the noncompliance. Persons with demonstrable interests are as follows: owner, occupant, tenant, lessee or other occupant in the same dwelling, owner or occupant of abutting properties.
- E. The Housing Official may inspect and re-inspect any rental dwelling unit as frequently as necessary to assure abatement of the noncompliance.
- F. The Housing Official may inspect any rental dwelling unit if a nonconformance is observed by the Housing Official or any fire, EMS or law enforcement officer.
- G. The Housing Official may inspect any rental dwelling unit after a credible report and observation of an unsecured or unoccupied rental dwelling unit that is damaged by fire.
- H. The Housing Official shall deny any application or revoke any existing *Certificate of Use and Occupancy* if after a reasonable and appropriate inquiry,

that one or more of the rental dwelling units is unfit for human occupancy or is located in, an unsafe structure.

- I. The fact that a complaint of nonconformance with this article is made by the occupant of a rental dwelling unit, it shall not be used as a ground, cause, or basis for termination of the tenancy or reduction in services by the owner. However, at the end of any lease, the owner may change occupants.
- J. The Housing Official shall keep confidential all evidence exclusive of the inspection record, which he may discover or obtain during an inspection made pursuant to this article and such evidence shall be considered privileged.
- K. Any housing located within the Town of Moorefield that is considered Section 8 of the Housing Act of 1937 (42 U.S.C. § 1437f), or equivalent, is exempt from the application fees associated with this ordinance as long as the latest Section 8, or equivalent, inspection report is included with the application for the Certificate of Use and Occupancy. In addition, the housing entity shall provide the Housing Official with the results of all inspections performed by it immediately after the inspections are completed.
- L. In lieu of the Housing Official, any inspection required herein may be conducted by a Third-Party Inspector provided that 1) the owner bear the expense of the inspection, 2) any inspection report provided to the Housing Official by a Third-Party Inspector be under seal of the professional engineer, architect, or WV state certified code inspector, and 3) a copy of the professional engineer's, architect's, or WV state certified code inspector's license be attached to the inspection report.
- M. In all cases, if the tenant, or the owner of an unoccupied residential rental unit, refuses entry to conduct an inspection, the Housing Official shall not conduct any such inspection without a warrant from the municipal court or other court of competent jurisdiction. The Housing Official shall take the necessary action to obtain such warrant upon a showing of probable cause. *Camara v. Mun. Ct. of City & Cnty. of San Francisco*, 387 U.S. 523 (1967).

**Section 23-7. Certificate of Use and Occupancy, Display, Transfer, Expiration**

- A. After the effective date of this Ordinance, either upon an initial application or a renewal application, a three (3) year *Certificate of Use and Occupancy* shall be issued for the rental dwelling unit after the Housing Official finds the unit in substantial compliance with the ordinance. If, upon inspection, the rental dwelling unit is found to conform to the requirements of the Ordinance, the Housing Official shall issue a *Certificate of Use and Occupancy* within five (5) days.

- B. The *Certificate of Use and Occupancy* shall be transferable to subsequent owners of the respective rental dwelling unit(s); however, the new owner shall register with the Town within thirty (30) days of change of ownership upon such forms as designated by the Town. The fee for the administrative processing of any such change shall be no less than the fee schedule established by this article.
- C. A copy of the *Certificate of Use and Occupancy* shall be available for inspection during regular business hours.
- D. If rental dwelling units of a dwelling are not all in compliance, the Housing Official may issue a temporary letter of compliance for each rental dwelling unit conforming to the provisions of the article. A three-year letter of compliance shall be issued for the completed rental dwelling unit after the Housing Official finds it in conformance with this article.
- E. The owner/agent shall post a copy of the *Certificate of Use and Occupancy* in a conspicuous location in the interior premises or near the interior electrical fuse or circuit box of each rental dwelling unit. The letter of compliance shall include at least: The information contained in the application, the date of the inspection, the names of the inspectors, the date of issuance and the date of expiration. A *Certificate of Use and Occupancy* issued after the effective date of this Ordinance shall expire three (3) years from the date of issuance by the Housing Official unless sooner revoked. If a *Certificate of Use and Occupancy* is revoked, for any reason, the Owner/Operator shall post a copy of the revocation in the same conspicuous location. In addition, the Owner/Operator shall also notify everyone with a vested interest in the property.
- F. For multiple rental dwelling units, the Housing Official may issue a letter of compliance for the entire dwelling that includes all the required information and that lists the address for each rental dwelling unit.

**Section 23-8. Inspection Report; Notification; Written Agreement.**

- A. If after a rental dwelling unit is found in nonconformance with the requirements of this article, the Housing Official shall promptly notify the operator, including both the owner and manager of the property, of the reasons of nonconformance, which shall be recorded in the inspection report. The

Housing Official shall establish a file for each alleged violation or charge of nonconformance with the requirements of this article.

- B. Nonconformance shall be abated as per the time sequence in this article.
- C. The operator may, within the time period of notice to correct for conformance, file a petition with the Appeals Board to appeal the Housing Official's order, during which time Section 23-4 shall be stayed.
- D. The *Certificate of Use and Occupancy* shall be denied or revoked if:
  - 1. The owner does not file a petition to the Rental Inspection Board within the time sequences specified by this article.
  - 2. The rental dwelling unit is not in conformance at the end of the period specified by this article.
- E. Upon denial or revocation of the *Certificate of Use and Occupancy*, the Housing Official shall notify the owner and occupants in writing within 5 days.
- F. The rental dwelling unit shall be provided one free inspection by the Housing Official to determine whether the noncompliance has been abated. Additional re-inspections shall be made at the rate per rental dwelling unit or sleeping room as per registration fees indicated in Section 23-5 D.

**Section 23-9. Abatement of Occupant Noncompliance.**

- A. If after inspection the housing unit is found in noncompliance with the requirements of this article, the Housing Official shall promptly notify the occupant and owner of the reasons for nonconformance within 5 days.
- B. If the owner or occupant does not abate the noncompliance within a time set by the Housing Official, the Housing Official shall proceed against the occupant under section 23-4.
- C. The rental dwelling units shall be provided one re-inspection by the Housing Official to determine whether the noncompliance has been abated. Additional re-inspections shall be made at the rate per rental dwelling unit or sleeping room as per registration fees indicated in section 23-5 D.

**Section 23-10. Emergency Abatement.**

- A. If an emergency seems to exist and the occupant cannot obtain prompt relief from the operator, the occupant or other person may ask the Housing Official to find that an emergency does exist that constitutes a substantial hazard to the occupant's health and safety.
- B. If the Housing Official finds that an emergency exists that cannot be readily and reasonably abated, the dwelling and/or the rental dwelling unit shall be vacated immediately.
- C. If an emergency does seem to exist, displaced residents shall be placed in substitute housing at the expense of the owner.
- D. If no emergency is found to exist, the Housing Official shall proceed under section 23-6.

**Section 23-11. Appeals.**

- A. There has been established under Chapter 20 of the Moorefield Municipal Code, an Appeals Board, hereafter referred to as the Board. The Board shall hear and rule on matters related to this Housing Rental Registration and Inspection Ordinance only when petitioned and shall hear, review, and determine appeals from an order, requirement, decision, or determination made by the Housing Official. The Board shall have the authority to reverse, affirm, or modify the order, requirement, decision, or determination appealed from so long as the action of the Board taken on appeal is consistent with the rules, regulations, and requirements of this ordinance.
- B. Any person who feels aggrieved by any ruling or other official act of the Housing Official may, prior to expiration of the time sequence order, petition the Board for a hearing and review of the ruling of the Housing Official concerning any matter in issue.
- C. The Board shall, upon receipt of the petition, hold a hearing within fourteen days. At the hearing the petitioner shall be given an opportunity to show cause why the notice or order should be modified or withdrawn.
- D. Three members of the Board shall constitute a quorum in modifying an order of the Inspector (Housing Official), and the affirmative votes of the majority present shall be required. No Board member shall act in a case which he or she has a personal interest.

- E. The Board shall have the power to affirm, modify or revoke the notice or order and may grant variances from the provision of this article or from applicable rules and regulations issued pursuant thereto when the Board finds that there is practical difficulty or unnecessary hardship connected with the performance of an act required by this article and applicable rules and regulations pursuant thereto, that strict adherence to such provisions would be arbitrary in the case at hand, and that such variance is in harmony with the general purpose of this article to secure public health, safety and welfare. In no case shall the Housing Board of Adjustments and Appeals act on a request for the modification of the application fee or grant relief from mandatory inspections.
- F. Should such hearing and review before the Board result in a decision adverse to the petitioner, the petitioner may appeal from the decision of the Board to the County Circuit Court, provided that such appeal shall be taken within sixty days from the date of the final decision of the Board.
- G. Should the Board find for the petitioner on an administrative appeal, the appeals fee shall be refunded to the petitioner.
- H. The Board shall establish rules and regulations for its own procedure not inconsistent with the provision of this article.

**Section 23-12. Corrective Action, Minimum Standards.**

- A. An order by the Housing Official to correct a nonconformance of minimum standards, as set forth in sections 23-13 to 23-20, shall be completed **within 20 days** unless otherwise stated in this Code. The Housing Official can extend the corrective action period at his or her discretion. If a nonconformance is not corrected within the specified timeframe, penalties will be assessed as specified in 23-4.

**Section 23-13. Structures and Utilities, Minimum Standards.**

- A. **Construction:** All structural components including foundation or supporting members, interior walls either bearing or nonbearing, framing, roofs, floors, ceilings, chimneys or apertures shall be maintained in such condition so as to not jeopardize the intended function for which it was designed.

**B. Doors and Windows:**

1. Each entrance door to each rental dwelling unit shall be hinged and lockable. Sliding doors serving as an entrance shall be lockable.
2. Glass in each door and window shall be unbroken or in no case have a hole or holes larger than a total of one square inch. Cracked glass shall be replaced if the crack or total cracks exceed a length of four inches per glazed area and may not be boarded up or blocked.

**C. Wall and Floor Penetrations:** Wall and floor penetrations shall be enclosed or sealed to reduce the spread of fire or passage of vermin.

**D. Roofs:**

1. Roof drainage shall be provided to avoid discharge on steps, walkways or entrances.
2. All building roofs shall be covered with approved materials to make the interior of the building impervious to weather conditions.

**E. Handrails:** Handrails or guardrails shall comply with the provisions of the State Building and Fire Codes.

**F. Plumbing and Heating:**

1. Each rental dwelling unit shall have:
  - a. A permanent and functioning kitchen and bathroom sink for hot and cold water and sanitary drain.
  - b. A functioning flush water closet located in a room which affords privacy –  
**48 HOURS TO CORRECT**
  - c. A bathtub or shower with permanent plumbing for hot and cold water and sanitary drain located in a room which affords privacy.
  - d. Functioning water heating facilities capable of meeting requirements established by the State Building Code shall be required.
  - e. Safe heating for the entire living area from October 1 to April 30 of the following calendar year. Upon the specific written complaint of any tenant that the rental unit is not adequately heated, the Housing Official shall inspect the heating facilities within three days of receipt of complaint and, upon inspection, determine if the rental dwelling unit is in compliance. If unable to arrange for inspection of the heating facilities with the owner/operator within three days of inspection, the Housing Official shall revoke any Certificate of



Use and Occupancy currently in existence. The owner/operator shall fix the primary heat or provide temporary safe heat within 24 hours of being notified.

**OCTOBER 1 - APRIL 30: 24 HOURS TO CORRECT**

2. Each Boarding house, lodging house and dormitory shall have:
  - a. At least one flush water closet, lavatory basin and bathtub or shower in good working condition for each eight occupants or fraction thereof, including the operator's family if they share the use of the facilities.
  - b. For rooms let only to males, flush urinals may be substituted for not more than one-half on the required water closets.
  - c. Such facilities shall be located in a room which affords privacy and shall be accessible from a common hall or passageway to all persons sharing the facilities.
  - d. Safe heating facilities as required in subsection (F)(1)e hereof.
  - e. Water heating facilities as required in subsection (F)(1)(d) hereof.
  - f. Plumbing and heating equipment for all apartments, boarding houses, lodging houses, rental dwelling units and dormitories shall comply with all minimum standards of existing codes and ordinances of the Town.

**Section 23-14. Electrical.**

- A. The electrical system of every rental dwelling unit shall be installed and maintained so as to be safe for the occupants and the structure.
  1. Temporary wiring, flexible or extension cords shall not lie beneath floor coverings, extend through walls, doorways, transoms, or similar apertures, or to do other than connect one portable electric appliance, as defined the National Electrical Code to one convenience outlet.
  2. Property owners must ensure fuse holders of the Edison-Base type shall be installed only where they are made to accept type S fuses using adapters approved for this purpose. Fuses or circuit breakers shall not exceed the size permitted by the national Electrical Code.

**Section 23-15. Lighting.**

- A. The owner shall provide a switched convenience outlet or light fixture in each habitable room, bathroom, water closet compartment and hallway within the rental dwelling unit.
- B. The owner shall provide light in all public halls, stairways and common entries with a minimum output of 800 lumens.

**Section 23-16. Paint.**

- A. No paint containing lead shall be applied in any rental dwelling unit.
- B. Peeling, blistering or flaking paint containing lead shall be removed or effectively covered or abated by a certified contractor.

**Section 23-17. Fire Safety.**

- A. Smoke Detectors of an approved type shall be provided in all rental housing in accordance with the provisions of the State Fire Code. In addition, Carbon Monoxide detectors shall be provided and installed as may be required under the WV State Code. – **48 HOURS TO CORRECT**
- B. Every rental dwelling unit shall be provided with access to not less than two exits remote from each other which exit directly to the outside. Where no more than one means of egress to the outside exists from the second or higher story other than means of windows and such window is more than 10 feet from the ground, a fire escape shall be provided with access from each rental dwelling unit. The fire escape may be an outside stairway or a metal ladder that is either stationary or one that can be clamped over an open window or a safe alternative providing that there exists no more than one free fall and that the free fall is the ground level and is no more than 10 feet in height. Exceptions shall be on a case-by-case basis as approved by the Housing Official.

For any dwelling that has the requirement of obtaining or has obtained a WV State Fire Marshall's Certificate of Occupancy, the State Fire Marshall's Certificate of Occupancy shall be accepted in lieu of this section B. In addition, the Fire Marshall's Certificate of Occupancy shall be submitted to the Housing Official in order to receive the Town's Certificate of Use and Occupancy.

**Section 23-18. Maximum Occupancy**

- A. Maximum occupancy shall be two persons per bedroom unless otherwise approved by the Housing Official in the Certificate of Use and Occupancy.

**Section 23-19. Owner and Operator Responsibilities.**

- A. At the commencement of tenancy, it is the Owner/Operator's responsibility to deliver the rental dwelling unit and surrounding premises in a fit and habitable condition as set forth with the standards of this code.
- B. Make all necessary repairs to keep the rental dwelling unit and premises in a fit and habitable condition, unless said repairs were necessitated primarily by a lack of reasonable care by the tenant or any person on the premises with his consent.
- C. Maintaining public and shared areas of the premises in a clean and sanitary condition; keeping floors, floor coverings, walls and ceiling reasonably clean and free of rubbish and garbage; and ensuring that stagnant water is not allowed to accumulate or stand anywhere on the premises.
- D. Exterminating rodents, insects and other pests when the infestation is caused by Owner/Operator's failure to maintain the dwelling in a rodent-proof or reasonably insect-proof condition, or whenever the infestation exists in two or more of the rental dwelling units or in the shared or public parts of the dwelling or premises, unless the owner/operator can show documented proof that the infestation was caused by direct negligence of the tenant.
- E. Supplying properly sized type S fuses at the beginning of tenancy if utilized in the electrical system.
- F. Arranging for the removal of snow and ice from common areas such as walks, drives and stairs.
- G. Providing for the sanitary disposal of all garbage and rubbish, to be removed weekly, unless the tenant's lease specifies otherwise.
- H. Fulfilling the minimum health and safety standards of this article unless specifically stated to be the occupant's responsibility in Section 23-20.

**Section 23-20. Occupant Responsibilities.**

Unless the owner has specifically agreed in writing to render such service or to otherwise accept such responsibility, the occupant of a rental unit shall be responsible for:

- A. Notifying the owner or operator of issues and then notifying the Housing Official, in writing, if the issue is not resolved, of maintenance needed on the rental dwelling unit or supplied equipment, or an unsafe or unsanitary condition not meeting the requirements of this article.
- B. Keeping all equipment and fixtures in the occupant's rental dwelling unit clean and in a sanitary condition and exercising reasonable care in the use and operation thereof.
- C. Maintain working smoke detectors unless other provisions are made with the owner or operator for maintenance.
- D. Supplying properly sized type S fuse if so equipped, after the initial ones are supplied by the owner or operator, as needed during the occupancy for those circuits serving only the occupant's rental dwelling unit.
- E. Disposing of rubbish, garbage, and other organic waste in a clean and sanitary manner. If tenant's lease agreement states the resident is responsible for disposing of trash, then it becomes the sole responsibility of the tenant to assure trash is removed from the premises on a weekly basis.
- F. Exterminating any insects, rodents, or other pests in the rental dwelling unit for which the occupant is responsible.
- G. Maintaining that part of the rental dwelling unit and premises which the occupant occupies in a clean, safe and sanitary manner.

**Section 23-21. Duties of Authorized Inspection Agent Personnel.**

- A. The Housing Official shall develop and update policies, procedures and inspection check lists for the Rental Inspection program and obtain approval from the Town Council prior to enacting changes. The policies, procedures and inspection check lists shall be made available to the public. The Housing Official will receive applications required by the Housing Rental Registration and Inspection Ordinance of the Town of Moorefield, issue permits and furnish the prescribed certificates. The Housing Official shall examine premises for which permits have been issued and shall require any necessary inspections to see that the provisions

of the law are complied with, and that construction is protected safely. The Housing Official shall, when requested by proper authority or when the public interest so requires, make investigations in connection with matters referred to in the Housing Rental Registration and Inspection Ordinance and render written reports on the same. To enforce compliance with law, to remove illegal or unsafe conditions, to secure the necessary safeguards during construction, or to require adequate exit facilities in buildings and structures, the Housing Official shall issue such notices or orders as may be necessary.

- B.** Inspections required under provisions of the Housing Rental Registration and Inspection Ordinance shall be made by the Housing Official or his duly authorized agents. No certificates called for by any provision of the Housing Rental Registration and Inspection Ordinance shall be issued on such reports unless the same are in writing and certified to a responsible officer of such services.
- C.** The Housing Official shall keep a comprehensive record of applications, of permits issued, of certificates issued, of inspections made, of reports rendered, and of notices or orders issued. The Housing Official shall retain on file, copies of required plans and all documents relating to building works so long as any part of the building or structure to which they relate may be in existence.
- D.** All such records shall be open to public inspection for good and sufficient reasons at the stated office hours but shall not be removed from the office of the Code Enforcement Official without his consent.
- E.** The Housing Official shall make written reports to his immediate supervisor once each month, or more often if requested by the Moorefield Town Council, including statements of permits and certificates issued and orders promulgated.
- F.** It shall be the duty of the Housing Official to see to the enforcement of all ordinance provisions relating to zoning and to inspect all buildings and structures being erected or altered, as frequently as may be necessary to ensure compliance with Town ordinances. The Housing Official may issue citations for violations of the Housing Rental Registration and Inspection Ordinance. Each day during which any violation continues shall be deemed a separate offense, unless otherwise set forth.

Amendments to take effect on the 1<sup>st</sup> day of January 202~~0~~<sup>4</sup>.

Date: 11/7/23

Council Members voting  
FOR Amendments:

[Signature]  
[Signature]  
[Signature]  
Mary Jo Johnston

Council Members voting  
AGAINST Amendments:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned Mayor of the Town of Moorefield does hereby certify that the foregoing Amendments were adopted by a majority of council.

[Signature]  
Carol Zuber - Mayor

Date: 11/7/23

ATTEST:

[Signature]  
James R. Freeman, II - Clerk

WALTERS & HEISHMAN,  
PLLC  
ATTORNEYS AT LAW  
MOOREFIELD  
WEST VIRGINIA