

- (6) Residential, mixed occupancy, commercial, industrial and storage buildings which are under construction or demolition. Included here are buildings not completed but to the extent that a nuisance or practice exists or is occurring which is a disturbance to the health, safety or welfare of the general public.
 - (7) Accessory structures, accessories to dwellings, commercial, industrial or vacant buildings.
 - (8) Telephone, telegraph or electric poles in the City, fences, sidewalks and public highways.
- C. The provisions of the Plumbing Code (Chapter 310, Article II), the Fire Prevention Code (Chapter 235), the Zoning Ordinances of the City of Binghamton (Chapter 410), the Multiple Residence Law of the State of New York, where applicable, the Electrical Code of the City of Binghamton (Chapter 225), along with the National Electrical Code, Chapter 163 of the Code of the City of Binghamton, and any other New York State or local law, ordinance or regulation issued by the proper authorities thereof shall be applicable to all installations, alterations and repairs to buildings, and materials, assemblies and equipment utilized in connection therewith, and shall be enforced through and by the procedures provided herein. All repair and construction work shall be done in a manner acceptable to the Code Enforcement Bureau.
- D. Upon motion of Corporation Counsel, and upon a finding by the Court that justice so requires, the Court may assess an appropriate fine in an amount less than \$1,000 and/or may sentence a defendant to an appropriate conditional discharge in lieu of jail.

§ 265-6. Rental registration established. [Amended 12-19-2011 by Perm. L.L. 11-4; Amended 6-6-2012 by Perm. Ord. 12-40; Amended 4-3-2013 by Perm Ord. 13-27; Amended 12-4-2013 by Ord. 13-96].

- A. Intent. In order to properly administer and inspect residential rentals in the City of Binghamton, the City hereby creates a Rental Registration Program for all “Rental Property” and “Rental Units” as defined below, except for a “Dwelling, Two-Unit,” Rental Properties (i.e. two-family houses) where one unit is occupied by the Owner.
- B. Definitions.
- (1) Whenever the words “Dwelling”, “Dwelling Unit”, “Premises” and “Structure” are used in this section, they shall be construed as though they were followed by the words “or any part thereof”.
 - (2) Whenever the phrase “any provision of this Chapter” is used in this section, it shall be construed as though it was followed by the words “or any rule or regulation adopted pursuant thereto.”
 - (3) As used in this section, the following terms shall have the following meanings:

BEDROOM – Any room or space used or intended to be used for sleeping purposes, including, but not limited to, any room with an adequate area to accommodate a bed and other furniture associated with a bedroom; privacy (e.g., a door); an emergency exit (e.g., a window); and may include a closet (a closet implies a bedroom, although lack of a closet does not preclude any room or space from being considered a bedroom if it meets the other criteria).

DWELLING or DWELLING UNIT –

- (a) A building or portion thereof which meets the following criteria:
 - [1] Designed, used or intended to be used exclusively as year-round and complete living quarters for one family or household.
 - [2] Provides cooking and bathroom facilities and an independent entrance from the outside or from a common hall or entryway.
 - [3] Meets applicable requirements of the New York State Uniform Fire Prevention and Building Code.

- (b) For purposes of this section a “Dwelling” includes a Dwelling, Earth Sheltered; Dwelling Manufactured Home; Dwelling Modular; Dwelling, Multi-Unit; Dwelling, One-Unit; Dwelling, Townhouse; Dwelling, Two-Unit; as those terms are defined in § 410-5.
- (c) For purposes of this section a “Dwelling” does not include a Hotel, Motel, Rooming House, Dormitory, Fraternity, Sorority, Mobile Home, Tourist Home or similar building, as those terms are defined in § 410-5.

LOCAL AUTHORIZED REPRESENTATIVE – A person (or entity) designated by the Owner to manage Real Property or Rental Unit(s). The Local Authorized Representative may be a Owner or a third party. The Local Authorized Representative must maintain a home or business address in Broome County or a contiguous county in New York. The Local Authorized Representative shall be authorized to conduct all business related to the Rental Property or Rental Units(s) and is authorized to accept service of all notices regarding any action or proceeding.

OWNER – Any person who, alone or jointly or with others: (1) shall have legal title (including through a land contract) to any Dwelling or Dwelling unit, with or without accompanying possession thereof, or (2) shall have charge, care or control of any Dwelling or Dwelling unit as either Owner or agent of the Owner, or as executor, executrix, administrator, administratrix, trustee, or guardian of the estate of the Owner. Any person thus representing the actual Owner according to the definition provided shall be bound to comply with the provisions of this section to the same extent were he or she the Owner.

RENTAL PROPERTY – The physical structure wherein one or more Rental Units are located.

RENTAL UNIT – Any Dwelling used, intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes .

C. Registration required.

- (1) Every Owner of a Rental Property or Rental Unit(s) is required to register each Rental Property/Rental Unit(s) and pay all fees in accordance with this section, except, (i) the Owner of a Two-Unit Dwelling where the Owner occupies one such Dwelling Unit; (ii) the Unites States, State of New York, Broome County or the City of Binghamton, (iii) any Mortgagee in a foreclosure proceeding pending sale, unless such Mortgagee is collecting rents for the Rental Property/Rental Unit, or (iv) any property registered as a vacant property pursuant to § 265-14.
- (2) The Owner will complete and file with the City Clerk a Rental Registration Application. The Rental Registration Application shall include, but shall not be limited to, the following information for the Rental Property/Rental Unit(s):
 - (a) Street address and Tax Parcel Identification Number
 - (b) Ownership information, including the Owner’s name, home or business address (post office boxes are not acceptable), telephone number, and email address. If the Owner is a general or limited partnership, limited liability company, or corporation, the Rental Registration application must include the names, home or business addresses, telephone numbers and email addresses of all of the partners, managers, members, or officers.
 - (c) Rental Property Information:
 - [1] Number of Rental Units;
 - [2] Number of bedrooms in each Rental Unit;
 - [3] Number of bathrooms in each Rental Unit;
 - (d) A statement, list or dates of any certificates of occupancy, building permits, certificates, and/or approvals in the Owners’ possession authorizing the number of Rental Units, bathrooms, bedrooms and structural medications

or additions at the Rental Property. The City may request copies of such documents.

(e) The Application will include an opportunity for the Owner to consent to a Triennial Inspection, as provided in § 265-6.I. below. If the Owner elects not to consent to such Triennial inspection, the application will advise the Owner that the City may apply for a warrant for such inspection.

(f) The Owner must designate a Local Authorized Representative. Notwithstanding the foregoing, any partner, manager member, or officer, listed in section “(b)” above is authorized to accept service of any notices regarding any action or proceeding.

(3) A separate Rental Registration Application must be submitted for each Rental Property.

(4) Incomplete Rental Registration Applications shall not be accepted and will be returned to the Owner by the City Clerk.

D. Fees. The Owner will pay a Rental Registration fee in the amount of fifty (\$50) dollars for up to two Rental Units and twenty-five (\$25) dollars for each additional Rental Unit. The Rental Registration fee is non-refundable. The fee for the initial inspection, see §265-6.J(6) below, shall be included in the Rental Registration Application fee

E. Record of Rental Registration.

(1) Upon compliance with this section and the payment of all fees, the City Clerk shall issue a Record of Rental Registration. The issuance of a Record of Rental Registration confirms that the Rental Property/Rental Unit(s) has been registered. The Record of Rental Registration shall state in bold print:

This Record of Rental Registration is subject to confirmation of all registration information with public records, a health and safety inspection, and compliance with all building and zoning laws and regulations. Upon compliance with all the foregoing, the City will issue a Certificate of Compliance. The City shall maintain a database providing such information for each Rental Property/Rental Units.

(2) The Record of Rental Registration will be valid for three (3) years from the last day of the month it is issued. The Owner must re-apply and pay the required fee for a Record of Rental Registration every three (3) years.

(3) The Owner must post the Record of Rental Registration, or a photocopy thereof, in at least one common area accessible to all tenants.

F. Confirmation, revocation and modification.

(1) If the information in the Rental Registration Application is (i) not consistent with existing conditions (ii) not consistent with public records, (iii) the Rental Property/Rental Unit(s) do not pass a health and safety inspection, or (iv) the Rental Property/Rental Unit(s) is denied a Certificate of Compliance after review of applicable building and zoning laws and regulations, the City Clerk may revoke the Record of Rental Registration. Prior to revocation, the City will give the Owner written notice of the violation and an opportunity to cure such violation within ninety (90) days

(2) Notwithstanding the foregoing, nothing herein shall limit the Office of Building Construction, Zoning and Code Enforcement from issuing a notice of violation for building and zoning laws and regulations and prosecuting same pending such ninety (90) days.

(3) Revocation of a Record of Rental Registration shall constitute a violation of this Ordinance.

(4) A Record of Rental Registration or the public record may be modified if it is determined that a discrepancy between the existing conditions and the public record is a clerical error.

G. Change of Owner information or ownership.

- (1) The Owner shall notify the City Clerk in writing if there is a change in Owner contact information or a change in the Local Authorized Representative within thirty (30) days of said change.
- (2) The Record of Rental Registration is not transferable. If the Rental Property is transferred, the new Owner must submit a complete Rental Registration Application within thirty (30) days of the date the deed transfer is recorded with Broome County. A new Record of Rental Registration will be issued for the term remaining on the existing Record of Rental Registration Permit.
- (3) Failure to notify the City Clerk of either a change of ownership information or change of ownership shall constitute a violation of this Ordinance.

H. Implementation, effective dates.

- (1) This section shall be effective beginning May 1, 2013, for the Urban Overlay District as described in Local Law No. 5 of 2011 Permanent No. LL11-5 adopted on December 19, 2011. Owners in the Urban Overlay District must register their Rental Property/Rental Unit(s) as required by this section on or before September 30, 2013.
- (2) This section shall be effective beginning January 1, 2014, for all other zoning districts in the City. Each Owner must register Rental Property/Rental Unit(s) as required by this section on or before such deadlines as the City Clerk may provide by dividing notices to register by zoning districts, water districts, or such other mechanism to provide for an orderly initial registration process through December 31, 2014.
- (3) Subsequent to the initial registration process as required in paragraphs (1) and (2) above, the Record of Rental Registration will be valid for three (3) years from the last day of the month it is issued and must be renewed as required by § 265-6.E.(2) above.

I. Triennial Inspection

- (1) In addition to the inspections required by § 265-3, *Inspection of Dwellings*, all Rental Property/Rental Unit(s) subject to this section are to be inspected at least once every three (3) years.
- (2) Inspections will be consistent with the NYS Uniform Fire Prevention and Building Code and will also include an inventory of Rental Units, bathrooms, bedrooms, and other improvements, alterations, or structures for comparison with public records and zoning compliance.
- (3) Nothing herein relieves an Owner from obtaining required permits or approvals for any improvements, alterations, or structures and from complying with zoning and other applicable laws. The NYS Uniform Fire Prevention and Building Code inspection is for health and safety issues only. Such inspection is not an approval of any improvements, alterations, or structures constructed without a building permit. Such inspection does not constitute compliance with the Zoning Ordinance of the City of Binghamton. Until all building and zoning issues, including compliance with functional family, are resolved no Certificate of Compliance will be issued.
- (4) Upon confirmation of consistency with public records, compliance with all health and safety, building and zoning laws and regulations, the Office of Building Construction, Zoning and Code Enforcement will issue a Certificate of Compliance.

- (5) The results of the NYS Uniform Fire Prevention and Building Code inspection and Certificates of Compliance will be maintained on a database for each Rental Property/Rental Unit(s).
 - (6) The fee for the initial inspection is included in the Rental Registration fee. If a violation is noted at the initial inspection, the Owner shall have an opportunity to remedy such violation by the next inspection. If the violation is not remedied by the second inspection, then a fee in the amount of \$50 will be charged for each additional inspection. If an Owner, Local Authorized Representative, or tenants fails to appear for a scheduled inspection, then a fee in the amount of \$50 will be charged for each additional inspection. If an Owner fails to pay the fee for additional inspections within thirty (30) days after written demand for same, then such amount shall be a lien against the Rental Property and may be collected in the same manner as real property taxes.
- J. Violations. It shall be a violation of this Ordinance (i) if the Owner fails to register any Rental Property/Rental Unit(s); (ii) a Record of Rental Registration is revoked; or (iii) the Owner fails to notify the City Clerk of any change in ownership information or ownership; then any person or entity convicted of such violation will be liable for a fine of \$250, plus payment of the fees for Rental Registration and inspection, if any, for a first offense; \$500, plus payment of the fees for Rental Registration and inspection, if any, for a second offense within one year of the first offense; and \$1,000, plus payment of the fees for Rental Registration and inspection, if any, for each offense thereafter within one year of the first offense. Each violation for each Rental Property shall constitute a separate offense.

§ 265-7. Responsibilities of owners. [Amended 8-15-1988 by Ord. No. 106-88]

No individual shall occupy as owner-occupant or let to another for occupancy any rental unit for the purpose of living unless the rental unit complies with all the applicable provisions and requirements of this chapter.

- A. The owner of a rental unit shall be responsible to keep every part of a dwelling and the lot on which it is situated in good repair, clean and free from vermin, rodents, dirt, filth, garbage and other materials dangerous to health (see § 265-15F).
 - (1) No owner or operator shall cause a dwelling to be sprayed in a manner or with a substance which is inconsistent with state or federal environmental standards for pesticide use in dwellings.
 - (2) Each occupant whose dwelling is to be sprayed shall be given 48 hours' written notice of the owner's or operator's intention to spray; said notice shall set forth the brand, chemical and/or generic name of the pesticide to be used, as well as the possible consequences of said use, and the precautions which should be taken regarding children, the aged, the infirm, pregnant women, household pets, household plants, food and household goods. Warnings on labels or from manufacturers' warnings will satisfy this requirement.
- B. The owner or operator of a rental unit shall be responsible to maintain all required and supplied facilities and services and all other pieces of equipment in good repair, free from defects, in a clean and sanitary fashion, in good working condition, and operable at all times except in emergencies and for repairs.
- C. No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this chapter or supplied to be removed from or shut off from or discontinued from any occupied rental unit except for temporary interruption as may be necessary while actual repairs are in progress, or during emergencies.