

Rental Housing Reference Guide

ALL SPECIFIC QUESTIONS SHALL BE DIRECTED TO THE ALLENDALE TOWNSHIP ORDINANCES AND STATE LAWS. THIS IS ONLY A REFERENCE GUIDE TO ASSIST IN UNDERSTANDING THE PROCESS OF RENTAL INSPECTIONS AND RELATED REMEDIES.

ALL ALLENDALE TOWNSHIP ORDINANCES AND STATE LAWS TAKE PRECEDENCE OVER THIS GUIDE.

IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT THE RENTAL HOUSING DEPARTMENT OF ALLENDALE TOWNSHIP.

Inspection Fee Schedule

	Single-Family Unit	Two-Family Unit*	Multi-Family Unit
Initial Inspection	\$85	\$50	\$40
1 st Re-inspection**	\$0	\$0	\$0
2nd Re-inspection	\$40	\$40	\$40
Subsequent Inspections	\$40	\$40	\$40

Inspection fee includes inspection time and administrative time. **All fees listed are per unit.**

*If inspection of both sides of a Two-Family rental cannot take place on the same visit, the inspection fee will increase to \$75 per unit, if both units are due for inspection on the same date.

**First Re-inspection fee is included in your initial inspection.

***Per Resolution 2017-2; Fee Resolution**

Tiered Rental Inspection

The Township shall utilize a tiered inspection program in order to properly inspect Rental Units. This will enable the Township to aggressively address Rental Units that are frequently in violation of the Township's ordinances or applicable State law. All Rental Units will fall within one of the following tiers.

Tier 1: A Rental Unit that meets the following criteria will be inspected every four years.

- i. The previous inspection found fewer than five violations;
- ii. The existing violations were repaired and the Rental Unit passed the Township's first re-inspection;
- iii. No valid complaints were filed against the Rental Unit;
- iv. All fees have been paid; and
- v. The Rental Unit and the surrounding Premises meet all requirements of the Township ordinances and applicable State law.

Tier 2: A Rental Unit that does not meet the requirements of Tier 1 shall be inspected every two years.

***Per Ordinance 2017-4; Allendale Rental Housing Registration Ordinance**

Fees and Remedies

No call, no show

If an inspection is scheduled and the Owner or Representative fails to appear or contact the Rental Housing Office more than 24 hours to reschedule an inspection fee of \$40 shall be assessed against the owner.

***All no call, no shows will count towards the total of the number of inspections performed.**

Recurring violations/non-corrected violations

After the 3rd re-inspection and violation(s) have not been corrected; a \$50 Municipal Infraction fine is levied. Fine will be sent as **Certified mail** explaining the violation, the reason for the fine and a correction completion date.

(per Ordinance 1995-1; Allendale Municipal Civil Infractions-Section 7)

After the 4th re-inspection and violation(s) have not been corrected; a \$250 Municipal Infraction fine is levied. Fine will be sent as **Certified mail** explaining the violation, the reason for the fine and a correction completion date.

(per Ordinance 1995-1; Allendale Municipal Civil Infractions-Section 7)

After the 5th re-inspection and violation(s) have not been corrected and/or fines have not been paid; a civil infraction will be turned over to the court as a Civil Infraction, with a cost of \$500 to include prior fines and administrative fees.

(per Ordinance 1995-1; Allendale Municipal Civil Infractions-Section 7)

***All actions in regards to fines are treated in accordance with Ordinance 1995-1, amended with ordinance 2006-9 Allendale Charter Township Municipal Civil Infractions Ordinance.**

Fees and Remedies (continued)

Failure to Apply for Temporary Certificate of Compliance

- If property owner fails to apply for a Temporary Certificate of Compliance 30 day prior to expiration of current Temporary Certificate of Compliance they will be given that 30 days as a grace period to become complaint with the Ordinance.
- If property owner fails to have application for an Annual Certificate of Compliance and has not paid the \$10 per unit fee within the 30-day grace period. The property will be sent a **Certified mailing** of a letter giving them **10 days** to make payment and register all units. Failure to do so will result in COC being revoked and unit being non-complaint.
- Once the unit is considered non-compliant it is deemed to be within violation of Rental Housing Ordinance adopted by Allendale Township. The Rental Housing Department will schedule a date and time for the inspection to take place. Inspection fees will apply to this inspection. This inspection will be scheduled within 7 days after the 10-day mailing has expired, and be performed within 14 days of the expired mailing. If the property owner must re-schedule outside the 14-day window proceed to the next step.
- Failure of an inspection within the 14 days after being found non-compliant will result in a \$50 fine per unit. (*per Ordinance 1995-1; Allendale Municipal Civil Infractions- Section 7*)
- Failure of an inspection within 72 hours after the \$50 fine is levied, the unit will be subject to a \$250 fine. (*per Ordinance 1995-1; Allendale Municipal Civil Infractions- Section 7*)
- Failure of inspection within 48 hours after the \$250 fine is levied, the unit will be subject to a \$500 fine. If the fines have not been paid, a civil infraction will be turned over to the court. (*per Ordinance 1995-1; Allendale Municipal Civil Infractions-Section 7*)

***All actions in regards to fines are treated in accordance with Ordinance 1995-1, amended with ordinance 2006-9 Allendale Charter Township Municipal Civil Infractions Ordinance.**

Definitions

CERTIFICATE OF COMPLIANCE – A certificate that is issued to the property owner proving that the Rental Unit has passed an inspection performed by Allendale Township. The certificate is valid for one year and must be renewed through application. (*Act 167 of 1917 Housing Law of Michigan, Article VII Enforcement.*) (*Rental Housing Ordinance.*)

DWELLING - A building, or portion thereof, designed for occupancy for residential purposes and having cooking facilities and sanitary facilities. (*Rental Housing Ordinance.*)

1. **Dwelling, Single-Family** - A detached residence, designed for use or occupancy by one (1) household only, with housekeeping facilities. (*Article 32 Allendale Charter Township Zoning Ordinance – Definitions.*)
2. **Dwelling, Two-Family** - A residence designed for use or occupancy by two (2) households only, with separate housekeeping facilities for each. (*Article 32 Allendale Charter Township Zoning Ordinance – Definitions.*)
3. **Dwelling, Multi-Family** - A residence designed for use or occupancy by three (3) or more households, with separate housekeeping facilities for each. (*Article 32 Allendale Charter Township Zoning Ordinance – Definitions.*)
4. **Dormitory** - A space in a building where group sleeping accommodations are provided in one room, or in a series of closely associated rooms, for persons not members of the same household group. Dormitories will be treated as a Single-Family Unit for fee schedule purposes. (*Article 32 Allendale Charter Township Zoning Ordinance – Definitions.*)

INSPECTION – An evaluation of a Rental Unit that is being based on criteria set forth by the Property Maintenance Code that has been adopted by Allendale Township.

MUNICIPAL CIVIL INFRACTION – An act or omission that is prohibited by the ordinance of Allendale Township, but which is not a crime under this Ordinance or other Ordinances of Allendale Township, and for which civil sanction, including without limitation, fines, damages, expenses, and costs, may be ordered, as authorized by Chapter 87 of Act No. 236 of the Public Acts of 1961, as amended. A municipal civil infraction is not a lesser included offense of any violation of the Ordinances of Allendale Township, which is a criminal offense. (*per Ordinance 1995-1; Allendale Municipal Civil Infractions*)

MUNICIPAL CIVIL INFRACTION VIOLATION NOTICE – Means a written notice prepared by an authorized Township official, directing a person to appear at Allendale Charter Township Municipal Ordinance Violations Bureau and to pay the fine and costs, if any, prescribed for the violation by the schedule of civil fines adopted by the Township, as authorized under Sections 8396 and 8707(6) of the Act. (*per Ordinance 1995-1; Allendale Municipal Civil Infractions*)

OWNER OCCUPIED - A Two-Family Dwelling in which the property owner occupies one half of the dwelling and is renting out the other. The rental half will be treated as a Single-Family Dwelling for fee schedule purposes.

VALIDATION OF COMPLIANCE – An evaluation of a Rental Unit that occurs every two or four years based on the tier program. Evaluation is based on criteria set forth by the Rental Housing Ordinance adopted by Allendale Township.

VIOLATION – Any act which is prohibited or made or declared to be unlawful or an offense by Ordinance; and any omission or failure to act where the act is required by Ordinance. (*per Ordinance 1995-1; Allendale Municipal Civil Infractions*)