

# CHAPTER 16- HOUSING CODE

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## **16.01 OBJECTIVE**

The purpose of this chapter is to provide for healthful environment and complete living facilities arranged and equipped to assure suitable living, sleeping, cooking and dining accommodations.

## **16.02 DEFINITIONS**

- (1) FLOOR AREA. The total area of all stories or floors finished as living accommodations. This area includes bays and dormers but does not include space in garages or carports or in attics. Measurements are taken to the outside of exterior walls.
- (2) DWELLING. A building designed to be used as the living quarters for one or more families.
- (3) FAMILY. One or more persons occupying a single living unit.
- (4) LIVING UNIT. A dwelling or portion thereof providing complete living facilities for one family, including permanent provision for living, sleeping, eating, cooking and sanitation.
- (5) ROOMS.
  - (a) Habitable Room. A space used for living, sleeping, eating, or cooking, or combinations thereof, but not including bathrooms, toilet compartments, closets, halls, storage rooms, laundry and utility rooms, basement recreation rooms and similar spaces.
  - (b) Combined Rooms. 2 or more adjacent habitable spaces which by their relationship, planning, and openness permit their common use.
- (6) SHALL. Indicates that which is required.
- (7) SHOULD. Indicates that which is recommended but not mandatory.

### **16.03 ABBREVIATIONS**

B. R.	Bed Room
D. R.	Dining Room
D.K.C.	Dining-kitchen Combination
K.	Kitchen
L. R.	Living Room
L.D.C.	Living-dining Combination
L.D.K.C.	Living-dining-kitchen Combination
L. U.	Living Unit
Min.	Minimum
O. C.	On Center
D. S.	Dining Space

### **16.04 GENERAL**

- (1) Each living unit shall have at least 2 habitable rooms, one of which shall be a bedroom, and a bathroom.
- (2) Unless otherwise noted measurements are based upon dimensions between finished floor surface and rough ceiling surface (bottom of joist) and between rough wall or rough partition surfaces.
- (3) The area occupied by a stair or by closets shall not be included in the determination of required room area.
- (4) Finished rooms in basements or below grade other than recreation rooms intended for year-round occupancy are considered habitable rooms and shall comply with building planning standards in the same manner as rooms above grade.
- (5) A bedroom partially enclosed by a moveable partition constructed of durable and opaque materials may be accepted if the partition when closed provides privacy in the use of the bedroom.

**16.05 MINIMUM ROOM SIZES**

(1) SEPARATE ROOMS.

L.R.	D.R.	K.	Total B.R.	Min. B.R.	
LU with 1-BR	160	80	60	120	--
LU with 2-BR	160	80	60	200	80
LU with 3-BR	170	95	70	280	80
LU with 4-BR	180	110	80	380	80
Least Dimension	11'	8'	3'-4"	--	8'

\* Passage space, face of base cabinet to face of base cabinet or face of opposite wall.

(2) COMBINED ROOMS.

LU with 1-BR	180	100	220
LU with 2-BR	180	100	220
LU with 3-BR	200	110	250
LU with 4-BR	220	120	280
Least Dimension	(a)	(b)	(a b)

(a) Least Dimension of:

1. Living room space, 11 feet.
2. Dining space, 6 feet (only eating space in living unit).

(b) Least Dimension of:

1. Kitchen, 3'4" passage space.
2. Dining space, 6 feet (only eating space in living unit).

(3) Other habitable rooms 80 sq. ft.; least dimension, 8 feet.

(4) BATHROOMS. Adequate for water closet, lavatory and tub or shower in non-required baths. Arrangement for fixtures shall provide for comfortable use of each fixture and permit at least a 90 degree door swing unless sliding doors are used.

(5) HALLS AND VESTIBULES. Minimum width, 3 feet, planned to permit access of furniture.

(6) BEDROOM CLOSET. Each bedroom shall have at least one closet having a minimum:

- (a) Depth, 2 feet clear for required area.
- (b) Width, 3 feet.
- (c) Height, adequate to permit 5 feet clear hanging space.
- (d) One shelf and rod with at least 8 inches clear space over shelf.
- (e) At least 1/2 the closet depth shall be flat.

(7) COAT CLOSET. A coat closet shall be provided reasonably accessible to the living areas having the same minimum size and equipment as bedroom closets.

(8) LINEN CLOSET.

(a) A linen closet shall be provided near bedrooms having a minimum:

- 1. Depth 14 inches.
- 2. Width, 18 inches.
- 3. Spacing of shelving, approximately 12 inches o. c.
- 4. Shelf area:

	Shelving (sq. ft.)
1 and 2 bedrooms	9
3 and 4 bedrooms	12

(b) Maximum depth of shelving which may be included in required area, 24 inches.

(c) Volume of drawers may be substituted for a maximum of 50% of required shelf volume.

(9) KITCHEN STORAGE.

(a) Each kitchen shall have accessible storage space for food and utensils and space for such activities and equipment needed to perform the intended functions.

(b) Minimum shelf and counter top area.

1. Total shelving in wall and base cabinets, 50 sq. ft. with not less than 20 sq. ft. in either wall or base cabinets.
2. Minimum counter top areas, 11 sq. ft.
3. Minimum drawer area, 11 sq. ft.
4. Area occupied by sink basin and by cooking units shall not be included in minimum counter top area.
5. Usable storage space in cooking ranges when provided in the form of drawers or shelving may be included in the minimum shelf area.
6. Drawer area may be substituted for not more than 25% of required shelf area.
7. If a range at least 36" in width or space for such a range is provided the following may be counted toward required areas.
  - a. Cabinet shelving, 4 sq. ft.
  - b. Counter top, 2 sq. ft.

(c) Height of Shelving and Counter Top. Shelving and counter top space above the following height shall not be included in the required areas:

1. Wall shelving, 74 inches.
2. Counter top, 38 inches.

(d) Depth of Shelving and Counter Top. That portion of shelving and counter top space less than or exceeding the following dimensions shall not be included in the required area:

	Minimum (inches)	Maximum (inches)
Wall Shelving	4	18
Base Shelving	12	24
Counter Top	15	30

(e) Spacing of Shelving. Clearance between shelving shall comply with the following to be included in required area.

Depth of shelf (inches)	Minimum Spacing (inches)
4	5
4 to 6	6

6 to 10	7
10 to 15	8
15 to 24	12

(10) GENERAL STORAGE.

(a) To Be Provided. Usable general storage space shall be provided for the storage of items and equipment essential to the use of the occupants. This storage shall be in addition to required closets and kitchen storage.

(b) Volume. Minimum total volume, 200 cu. ft. plus 75 cu. ft. per bedroom.

(c) Location.

1. At least 25% of the required volume shall be located within the dwelling and suitable for interior storage. This space may be separate storage closets, utility rooms, conveniently accessible attic space, suitable basement space or similar spaces. Excess closet space may be included in required volume.

2. At least 50% of the required volume shall be located for convenient storage of items and equipment used out-of-doors. Exterior storage may be located in garage, storage locker, utility rooms, basements or similar spaces. Access to exterior storage area should not be across a habitable room.

(d) Permanent Equipment. Space occupied by or necessary for the use and access of permanent equipment and space in attics less than 4' in height shall not be included in required volume.

(e) Exterior Storage. Exterior storage space shall be lockable. Garage door meets this requirements.

(11) CEILING HEIGHTS.

(a) Basement. 7' measured from top of basement floor to bottom of floor joists.

(b) Habitable Rooms. All habitable rooms, kitchens, hallways, bathrooms and corridors shall have a ceiling height of at least 7 feet. Habitable rooms may have ceiling heights of less than 7 feet provided at least 50% of the room's floor area has a ceiling height of at least 7 feet. Beams and girders or other projections shall not project more than 8 inches below the required ceiling height.

(c) Suspended Luminous Ceilings or Panels. Minimum height, 7' clear, except where lesser ceiling heights are permitted.

**16.06 PENALTIES**

(1) The Village shall have the remedy of injunction against anyone who violates the provisions of this chapter.

(2) No certificates of occupancy shall be issued for any building not meeting the standards of this chapter.

(3) In addition to the penalty of injunction, any person who violates any provision of this chapter or any order, rule or regulation made pursuant thereto shall be subject to a penalty as provided in §20.05 of this Code.

#### **16.07 REGISTRATION AND INSPECTION OF RESIDENTIAL RENTAL PROPERTY**

(1) PURPOSE.

The Village of Williams Bay recognizes a need for an organized inspection program of residential rental units within the Village in order to upgrade and maintain the condition of such residential rental units so that they may meet and comply with all provisions of the Village of Williams Bay Municipal Ordinances as well as all applicable safety, health, fire, building and construction requirements promulgated by the State of Wisconsin. The Village of Williams Bay also desires to provide a more efficient system for compelling both absentee and local landlords to correct violations and to maintain, in proper condition, rental property within the Village.

The Village recognizes that the most efficient system to provide for rental inspections is the creation of a program requiring the registration of all residential rental units within the Village so that orderly inspection schedules can be made by Village officials.

(2) DEFINITIONS.

As used in this Chapter, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

Dwelling unit: A single unit providing complete independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

Rooming unit: Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

Residential Rental Unit: A Dwelling unit, Rooming unit or Dwelling which is rented for occupancy or made available for occupancy on a rental basis, to a permanent resident who is not the owner of such Dwelling unit or Rooming unit

Dwellings:

(a) Multi-family dwelling: A dwelling located in a residential building designed for or occupied by three (3) or more families on one zoning lot, with the number of families in residence not to exceed the number of dwellings provided.

(b) Boarding house, rooming house, lodging house and tourist house: A building arranged or used for the lodging, with or without meals, for compensation, by individuals who are not members of the same family;

(c) Dormitory: A space in a building where sleeping accommodations are provided for more than one person not members of the same family group, in one room; and

(d) Hotel/Motel: A room or rooms in any building or structure kept, used, maintained, advertised or held out to the public to be an inn, motel, apartment hotel or place, where sleeping, rooming, office, conference or exhibition accommodations are furnished for lease or rent, whether with or without meals.

Person: Any natural individual, firm, partnership, association, joint stock company, joint venture, public or private corporation, limited liability company, receiver, executor, trustee, conservator or other representative appointed by order of any court.

Property Owner: Any person listed in the Village or County records as a fee owner or land contract purchaser of property within the Village.

Property: Any building or dwelling containing Residential Rental Units.

Village: Shall mean the Village of Williams Bay, County of Walworth, State of Wisconsin

Permanent Resident: A person or entity which occupies, or has the right to occupy, any room or rooms in a hotel/motel, or any Residential Rental Unit, for at least 30 or more consecutive days, without an intervening occupancy interval of less than 30 days.

### (3) REGISTRATION REQUIREMENTS.

No person shall hereafter occupy, allow to be occupied or let to another person for occupancy any Property within the Village for which a registration statement has not been properly made and filed with the Building Inspector in accordance with the provisions of this Chapter.

Registration shall be made upon forms furnished by the Building Inspector of the Village for such purpose and shall specifically require the following minimum information:

- (a) Name, address, driver's license number and phone number of the property owner and all persons or entities having any ownership interest in the property;
- (b) Name, address, and phone number of the designated local property manager if the property owner or owners live outside the Village of Williams Bay;
- (c) Street address of the property;
- (d) The number and types of Residential Rental Units within the property;
- (e) The maximum number of occupants permitted for each Residential Dwelling Unit, in accordance with the applicable provisions of the Village of Williams Bay Municipal Ordinances;
- (f) The name, phone number and address of the person authorized to make, order or direct repairs or services for the property, if in violation of village or state codes, if the person is different than the owner, owners or local manager;
- (g) Name, address and phone number of any and all person(s), entities or financial or other lending institution(s) having any interest in the property, and a detailed description of the type of all such interests held in the property by such person(s), entities or financial or other lending institution(s).

(4) MANNER OF REGISTERING. The registration must be made on or before January 1, 2003 and by May 1st each year thereafter, by the property owner(s) or designated local property manager in the office of the Building Inspector of the Village. Registration shall be required prior to the issuance of any building and/or zoning permits relating to the property.

(5) TRANSFER OF PROPERTY. Every owner(s) of property (whether as fee owner or land contract purchaser or upon conveyance or transfer of any interest in the property) shall be required to furnish to the Building Inspector the name, address, driver's license number and telephone number of the new owner or owners, as well as the name, address and telephone number of the local manager, duly designated by the new owner or owners before closing or taking possession of the property. No registration fee shall be required of the new owner(s) during the year in which the closing or possession takes place provided that the previous owner(s) has paid all registration fees and has complied with all the requirements of this chapter and any notices from the Village concerning any violations of the Village of Williams Bay Municipal Ordinances. If any change in the type of occupancy as originally registered is contemplated or intended by the new owner(s), a new registration statement shall be required.

(6) REGISTRATION FEES. A registration fee of \$25.00 shall be charged for registrations required under this Chapter.

(7) INSPECTION REQUIRED.

(a) All Residential Rental Units, Boardinghouses, Dormitories, Hotels and Motels that rent to permanent residents shall be inspected systematically in a manner and upon a schedule prescribed by the Building Inspector, in compliance with this Chapter and all other applicable laws;

(b) These inspection requirements are not intended to conflict with licensing and inspection requirements promulgated by the State of Wisconsin;

(c) The provisions of this section shall not apply to;

(1) Property containing only two (2) Dwelling Units where one (1) of the two

(2) Dwelling units is occupied, as a permanent residence, by the owner of the property.

(2) Dwellings, buildings, structures and uses owned and/or operated by a governmental agency.

(3) Boardinghouses, Dormitories, that do not rent to permanent residents;

(4) Nursing homes and community based residential facilities.

(5) Hotels/Motels that do not principally rent to permanent residents.

(d) Where a non-residential business or activity, or a state licensed and inspected use occupies a portion of a building and premises which would be otherwise subject to this chapter, the provisions of this chapter shall be applicable to the residential and common or public areas of such building and premises.

(e) For new construction containing Residential Rental Units, the Building Inspector may conduct an inspection in accordance with this ordinance in conjunction with or simultaneously with any inspections relating to the issuance of an occupancy permit pursuant to Village codes. Upon satisfactory completion of such inspections, the Building Inspector shall issue a certificate of inspection. In such instances there shall be no inspection fee required.

(8) FREQUENCY OF INSPECTIONS.

(a) All property subject to inspection shall be inspected not less than once a year unless otherwise provided by this Chapter;

(b) Neither the common areas nor the Residential Rental Units or Rooming Units in structures newly constructed shall be further inspected after the completion and issuance of a certificate of occupancy for a period of three (3) years from the date of said certificate unless a complaint is made thereof. Thereafter said areas and units shall be inspected in accordance with the requirements of this Chapter;

(c) Nothing in this section shall preclude the inspection of said dwellings more frequently than once every year.

(9) INSPECTION CERTIFICATE REQUIRED. No person shall rent, let or let for occupancy any Residential Rental Unit without having a valid, current Certificate of Inspection for that Residential Rental Unit. The Building Inspector may authorize temporary occupancy without a Certificate of Inspection for the period of time between registration on January 1, 2003 through the date of the first inspection as scheduled by the Building Inspector.

(10) INSPECTION PROCEDURE.

(a) If, upon completion of an inspection, a property is found to be in compliance with all applicable provisions of the Village of Williams Bay Municipal Ordinances, and the appropriate fee(s) has been paid, the Village shall issue a Certificate of Inspection for the property.

(b) If, upon completion of an inspection, a property is found to be in violation of one or more applicable provisions of the Village of Williams Bay Municipal Ordinances, the Village shall, within 10 working days, provide the property owner or his designated local property manager with written notice of such violations. The violation(s) shall be corrected within 30 days at which time a re-inspection date shall be set. If such violation(s) has been corrected within that period, the Village shall issue a Certificate of Inspection for the property. If such violation(s) has not been corrected within that period, the Village shall not issue the Certificate of Inspection and may take any action necessary to enforce compliance with all applicable provisions of this chapter and the Village of Williams Bay Municipal Ordinances. If such uncorrected violation(s) does not pose an immediate threat to health, safety and welfare of the occupants or other residents of the Village, the Building Inspector may, at his/her sole discretion, authorize the temporary occupancy of the property for a period not to exceed 60 days while corrective action is taken by the property owner.

(11) REQUEST FOR INSPECTION. The owner(s) of any property subject to this Chapter may request inspections of said property at any time, subject to the Inspection Fees provision of Section 16-07(16).

(12) CERTIFICATE EXPIRATION DATE.

(a) A Certificate of Inspection issued pursuant to this Chapter shall expire one (1) year from the date of its issuance.

(b) The Certificate of Inspection shall have the expiration date prominently displayed on its face.

(c) If a property owner successfully completes two (2) consecutive years of certification without any complaints, violations or orders written against the property, then the Building Inspector may, at his/her discretion, issue a Certificate of Inspection which may be valid for three (3) years. Any extension so issued shall be subject to all other provisions of this Chapter.

(13) CERTIFICATE TRANSFERABILITY. A Certificate of Inspection issued pursuant to this Chapter shall be transferable to succeeding owners, provided, however, that the transferor shall provide written notice of said transfer to the Building Inspector no later than five (5) days prior to the transfer closing. Such notice shall contain the name, address and phone number of all succeeding owners as provided in Subpart (5) herein. The failure to provide such notice may result in the suspension or revocation of the Certificate of Inspection

(14) CERTIFICATE AVAILABILITY. Upon the request of an existing or prospective tenant, the owner(s) or the duly designated agent or local manager shall produce the Certificate of Inspection for review.

(15) SUSPENSION OR REVOCATION OF CERTIFICATE. If the Building Inspector determines that any owner(s) has failed to comply with this Chapter or any applicable provision of the Village of Williams Bay Municipal Ordinances, after having given that person written notice of said violation(s) and a reasonable opportunity to correct said violation(s), the Building Inspector may suspend or revoke the Certificate of Inspection held by such owner(s).

(16) INSPECTION FEES

(a) There is hereby established the following fee schedule for each inspection required by this ordinance:

First Residential Rental Unit(per building or dwelling)	\$30.00
Second Residential Rental Unit	\$20.00
Each additional Residential Rental Unit	\$10.00

(b) There is hereby established the following fee schedule for reinspection required by this ordinance which is necessitated by the existence of a violation(s) of this ordinance ascertained during an inspection:

First re-inspection per Residential Rental Unit	\$10.00
All subsequent inspections per Residential Rental Unit	\$15.00

(c) The units enumerated above shall not include the dwelling units used or occupied by the owner, but shall apply to the owner's local property manager.

(d) Where a property does not have a current Certificate of Inspection, then for purposes of calculating the fee therefore, the first required inspection date for the property shall be deemed the first inspection.

(17) VIOLATIONS.

(a) INJUNCTION. Any violation of this Chapter is hereby declared to be a public nuisance and a public health hazard. In addition to the penalties described in subpart (b), the Village attorney may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any and all violations of this Chapter and to require any violations of this Chapter to be eliminated within 60 days after entry of Judgment. The Village attorney may request and shall be entitled to receive, on behalf of the Village, reimbursement for any and all costs and expenses, including reasonable attorney's fees related to such injunction proceedings and any other enforcement action or litigation related thereto.

All such penalties or costs and expenses awarded to the Village by a court of competent jurisdiction may be applied as a special assessment or lien against the property for collection by the Village.

(b) PENALTY. Any person, firm or corporation who fails to comply with or violates the provisions of this Chapter shall be fined not less than \$25.00 nor more than \$1,000 plus costs and expenses, for each offense. Each day a violation exists or continues shall constitute a separate offense.

(18) SEVERABILITY. The provisions of this Chapter are severable. If any provision of this Chapter or the application thereof to any person or circumstance is held or determined to be invalid, such invalidity shall not affect any other provisions or applications of this Chapter which can be given effect without the invalid provisions or application.