

1 **Sec 8-590. Definitions.**

2 (1) “*Building and Housing Codes*” means any law, ordinance or governmental regulation or
3 rule concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use
4 or appearance of any premises or dwelling unit.

5 (2) (A) “*Dwelling Unit*” means a structure or the part of a structure that is used as a home,
6 residence, or sleeping place by one (1) person who maintains a household or by two (2) or more
7 persons who maintain a common household and includes landlord-owned mobile homes.

8 (B) Property that is leased for the exclusive purpose of being renovated by the lessee is not
9 considered a dwelling unit within the meaning of this Chapter.

10 (3) “*Landlord*” means the owner, lessor, or sublessor, of the premises, and it also means a
11 manager of the premises who fails to disclose as required by this Article.

12 (4) “*Multiple Family Dwellings*” means a dwelling designed or occupied by more than two
13 (2) families.

14 (5) “*Organization*” means a corporation, government, governmental subdivision or agency,
15 business trust, estate, trust, partnership or association, two (2) or more persons having a joint or
16 common interest, and any other legal or commercial entity.

17 (6) (A) “*Owner*” means one (1) or more persons, jointly or severally, in whom is vested all or
18 part of:

19 (i) The legal title to property; or,

20 (ii) All or part of the beneficial ownership and a right to present use and enjoyment of
21 the premises.

22 (B) “Owner includes, but is not limited to, a mortgagee in possession.

23 (7) “*Person*” means an individual or organization.

24 (8) “*Premises*” means a dwelling unit and the structure of which it is a part and facilities and
25 appurtenances therein and grounds, areas and facilities held out for the use of tenants generally or
26 whose use is promised to the tenant.

27 (9) “*Rent*” means the consideration payable for use of the premises. Including late charges
28 whether payable in lump sum or periodic payments, excluding security deposits or other charges.

29 (10) “*Rental Agreement*” means all agreements, written or oral, and valid rules adopted under
30 this article embodying the terms and conditions concerning the use and occupancy of a dwelling
31 unit and premises.

32 (11) “*Rental Housing Unit*” is defined in the same way as a dwelling unit in this Section. Such
33 terms include, but are not limited to, a manufactured home used as a rental and a mobile home used
34 as a rental. The only difference between a dwelling unit is that a rental housing unit is intended to
35 be leased or rented to the occupant. A unit shall not be deemed a rental housing unit for purposes

1 of this Chapter if the owner of record shall provide to the City, satisfactory evidence that another
2 person in possession and control of the property has a contractual right to purchase the unit on date
3 certain for a specified price and is entitled to receive, when the purchase price is paid, a Warranty
4 Deed if the unit is real property, or a Bill of Sale of the unit is a manufactured home or mobile
5 home. Satisfactory evidence for a manufactured or mobile home shall be a purchase plan with a
6 promissory note or a Uniform Commercial Code (UCC) Filing showing an Article 9 security
7 interest. Satisfactory evidence for real property shall include a valid and enforceable written
8 contract, filed in the deed records of the Pulaski County Circuit Clerk, which should contain the
9 following provisions:

10 (1) A term for payment or escrow of taxes and assessments levied against the real property;

11 and,

12 (2) A term for payment of Property Insurance covering loss or damage to the improvements
13 on the property; and,

14 (3) A term stating that the buyer is responsible for any and all repairs and maintenance
15 necessary to maintain the structure and premises in compliance with this Code; and,

16 (4) In a lease with option to purchase arrangement, the buyer or optionee pays the sell or
17 optionor an up-front a reasonable option consideration at the beginning of the contract,
18 which is applied toward the purchase price in the event the option is exercised, and that
19 a portion of the rent aid during the term of the lease is applied toward the purchase
20 price if the option is exercised.

21 (12) (A) “*Single-Family Residence*” means a structure maintained and used as a single dwelling
22 unit.

23 (B) Notwithstanding that a dwelling unit shares one (1) or more walls with another
24 dwelling unit, it is a single-family residence if it has direct access to a street or thoroughfare and
25 shares neither heating facilities, hot water equipment, nor any other essential facility or service with
26 any other dwelling unit.

27 (13) “*Tenant*” means a person entitled under a Rental Agreement to occupy a dwelling unit to
28 the exclusion of others.

29 **Sec 8-590. Implied Residential Quality Standards.**

30 (a) for all Lease Agreements or Rental Agreements entered into or renewed after November 1,
31 2021, and exclusive of a Lease to Purchase, or a Lease With a Purchase Right, and except when
32 temporarily prevented by an act of God, the failure of, or caused by public utility service, or other
33 force majeure events to include without limitation any epidemic or pandemic that causes work
34 stoppages, labor or material shortages, or required social distancing that impacts the ability to
35 maintain or repair a premises, there shall be implied in all leases and Rental Agreements for

1 residential purposes a requirement that a dwelling unit or single-family residence have both at the
2 time of possession is delivered to the Tenant or Tenants named in the lease or Rental Agreement
3 and throughout the term of the Lease Agreement:

4 (1) An available source of hot and cold water as required under Arkansas Code Ann. §18-17-
5 502. This implied standard is consistent with Sec 8-403(c) of the Housing Code, which
6 requires that every dwelling unit shall have connected to the kitchen sink, lavatory and tub
7 or shower an adequate supply of both cold and hot water. All water must be supplied
8 through an approved pipe distribution system connected to an approved potable water
9 supply.

10 (2) An available source of electricity as required under Arkansas Code Ann. §18-17-502. This
11 implied standard is consistent with Sec 8-405 of the Housing Code, which requires the
12 following:

13 (a) All electrical fixtures, receptacles, equipment, and wiring shall be maintained in a
14 state of good repair, safe, capable of being used and installed and connected to the
15 source of electric power in accordance with the Electrical Code.

16 (b) Where the determination is made, upon examination of the existing electric service
17 supply, that such service supply is obsolete or is being used in such a manner as
18 would constitute a hazard to the occupants or would otherwise constitute a hazard
19 to life and property; the minimum capacity of the service and the main disconnect
20 switch shall be increased to adequately carry the total load in accordance with the
21 Electrical Code of the City.

22 (c) The minimum capacity of the service and the main disconnect switch shall be
23 sufficient to adequately carry the total load required in accordance with the
24 Electrical Code.

25 (3) A Sanitary Sewer System and plumbing that conform to applicable Building and Housing
26 Codes in existence at the time of installation as required under Arkansas Code Ann. §18-
27 17-502. This implied standard is consistent with Sec 8-403(a) of the Housing Code which
28 requires that every dwelling unit shall contain not less than a kitchen sink, lavatory, tub or
29 shower and a water closet all in good working condition and properly connected to any
30 approved water and sewer system. Every plumbing fixture and water and waste pipe shall
31 be properly installed and maintained in good sanitary working condition, free from defects,
32 leaks, and obstructions.

33 (4) A functioning roof and building envelope as required under Arkansas Code Ann. §18-17-
34 502. This implied standard is consistent with Sec 8-423 of the Housing Code which
35 requires that all roofs and overhangs shall be maintained in a safe manner and be

1 structurally sound and have no defects which might admit rain or cause dampness in the
2 walls or interior portion of the building.

3 (5) A functioning Heating and Air Conditioning System to the extent the Heating and Air
4 Conditioning System served the premises at the time the landlord and the tenant entered
5 into the lease or Rental Agreement as required under Arkansas Code Ann. §18-17-502.

6 (6) Pest Extermination. This implied standard is consistent with Sec 8-407(e) of the Housing
7 Code, which requires that Every occupant of a single dwelling unit and every owner of a
8 building containing two (2) or more dwelling units shall be responsible for the
9 extermination of any insects, rodents or other pests within the building or premises.

10 (7) Maintenance. This implied standard is consistent with Sec 8-333 of the Housing Code,
11 which requires that all buildings or structures, both existing and new, and all parts thereof,
12 shall be maintained in a safe and sanitary condition. All devices or safeguards which are
13 required by this article in a building when erected, altered, or repaired, shall be maintained
14 in good working order. The owner, or his designated agent, shall be responsible for the
15 maintenance of buildings, structures and premises to the extent set out in this article. The
16 tenant shall be responsible for the maintenance of buildings, structures and premises to the
17 extent set out in this Article.

18 **Sec 8-592. Penalty.**

19 (a) Any Person, Landlord, or Owner convicted of a violation of any of the provisions of this
20 Article shall be punished as provided in Section 1-9.

21 **Sec 8-593. Exclusive Possession.**

22 (a) A tenant is not an invitee on the landlord's premises but has an equal right to that of the
23 landlord to exclusive possession of their rental housing unit.

24 **Sec 8-594. Annual Report.**

25 (a) Each year the Housing & Neighborhood Programs Department, Public Works Department,
26 Planning & Development Department and the City Attorney's Office shall review the Arkansas
27 Fire Prevention Code, Arkansas Energy Code, National Electrical Code, Arkansas Plumbing Code,
28 Arkansas Fuel Gas Code, Arkansas Mechanical Code, International Building Code and the
29 International Property Maintenance Code, and the Arkansas Residential Landlord-Tenant Act of
30 2007 to update and make revisions to this Article.

31 **Section 2. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or
32 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or
33 adjudication shall not affect the remaining portions of the ordinance, which shall remain in full force and
34 effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the
35 resolution.

1 **Section 3. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent with
2 the provisions of this ordinance, are hereby repealed to the extent of such inconsistency.

3 **PASSED: June 4, 2024**

4 **ATTEST:**

APPROVED:

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6 _____
7 **Susan Langley, City Clerk**

_____ **Frank Scott Jr., Mayor**

8 **APPROVED AS TO LEGAL FORM:**

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10 _____
11 **Thomas M. Carpenter, City Attorney**

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