

AN ORDINANCE AMENDING TITLE 5 OF THE PERRYVILLE MUNICIPAL CODE, BY ADDING CHAPTER 5.45 RELATING TO RENTAL PROPERTY REGISTRATION AND STANDARDS, AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PERRYVILLE, MISSOURI, AS FOLLOWS:

Chapter 1. Title 5, of the Perryville Municipal Code, is hereby amended to add the following

Chapter 5.45:

“Chapter 5.45 – Rental Property Registration and Standards

5.45.010 - Purpose.

A. The purpose of this Chapter is to protect the public health, safety and general welfare of the residents of Perryville who live in rental properties. The further intent of this Chapter is to:

1. Promote safe living conditions and a well-maintained community.
2. Correct and prevent housing conditions that adversely affect or are likely to adversely affect the safety, health, and welfare of residents of rental properties.
3. Ensure minimum standards for rental properties.
4. Provide local points of contact for the correction of violations of this chapter.
5. Provide a mechanism to fairly enforce this chapter.
6. Protect property values of nearby and adjoining homes.

5.45.020 - Definitions.

“Common Area” means an area of a multi-unit Rental Property that is designated for the use and benefit of all tenants, and not owned or leased by any single resident. This includes, but is not limited to hallways, stairwells, laundry rooms, and pools.

“Occupant” means the person(s) who legally occupy a property under a lease, whether or not that lease is in writing or verbal

“Owner” means the person(s), corporation, or other legal entity listed as the owner of record of the property listed in the county recorder of deeds, or the estates thereof. This term includes all Trustees, Personal Representatives, Personal Administrators, Guardians and Conservators thereof.

“Rental Property” means a building, or portion thereof designed and used predominantly for residential occupancy by a paying occupant of a continuing nature, including one-family dwellings, two-family dwellings, multiple family dwellings, and manufactured homes. It does not include hotels, motels, bed-and breakfasts, short-term rentals or any other space primarily leased on a temporary, day-to-day basis. It also does not include single rooms let for rent in a residential building.

“Unit” or “Rental Unit” means a Rental Property, or portion thereof, that is arranged, designed, used or, if vacant, intended for use exclusively as a domicile for one or more persons.

5.45.030 – Rental Property Registration Required

- A. Registration. No later than January 1, 2027, in lieu of a business license application, the Owner of every Rental Property within the City limits of Perryville, Missouri, shall register as the Owner of Rental Property with the City through an online property management software or on a form furnished by the City for that purpose. The registration shall include the following:
1. The Owner’s information, to include full name, residence address, telephone number and email address.
 2. If different from the Owner, the name, business address, telephone number, and email address of the property manager who is responsible for the day-to-day maintenance and management of the Rental Property.
 3. A list of all Rental Properties owned within the City limits of Perryville, Missouri, to include all individual Units at each property location.
- B. Annual Registration Required. After initial registration, the Owner shall register no later than January 1, of the following year and each subsequent year thereafter.
- C. Fee. Each registration shall be accompanied by an administrative fee of \$50.
- D. Changes in ownership. Within 30 days of any change of ownership of a Rental Property, the new Owner shall register with the city as above. No registration fee shall apply if the Owner has already registered for the current year.
- E. New Properties. Within 30 days of acquiring a new Rental Property, the Owner shall update their registration with the address, no fee shall apply if the Owner has already registered for the current year.

5.45.40- Minimum Standards Required. Each rental unit shall meet the following minimum standards:

A. Smoke Alarms.

1. Prior to leasing a Rental Property, it is the Owner's responsibility to ensure that all required smoke alarms are installed and function properly. After occupying the unit it is the occupant's responsibility to ensure that every smoke alarm in the unit is maintained in proper functioning condition at all times.
2. At a minimum, a functioning smoke alarm shall be installed on the ceiling or within 6 inches of the ceiling in the following locations:
 - a. Outside and within 15 feet of sleeping rooms. One smoke alarm may serve multiple sleeping rooms.
 - b. In each room used for sleeping purposes.
 - c. On each level within a unit including basements and cellars, but not including crawlspaces and uninhabitable attics.
 - d. In each Common Area as defined in this Chapter

B. Carbon Monoxide Detectors.

1. Carbon monoxide detectors shall be installed in all units utilizing fuel-fired appliances (natural gas, propane, etc.), and in units with an attached garage.
2. Prior to leasing Rental Property, it is the Owner's responsibility to ensure that all required carbon monoxide detectors are installed and function properly. After occupying the unit, it is the occupant's responsibility to ensure that every carbon monoxide detector in the unit is maintained in proper functioning condition at all times.
3. At a minimum, a functioning carbon monoxide detector shall be installed on the ceiling or within 6 inches of the ceiling in the following locations:
 - a. Outside and within 15 feet of sleeping rooms. One carbon monoxide detector may serve multiple sleeping rooms.
 - b. On each level within a unit including basements and cellars, but not including crawlspaces and uninhabitable attics.
 - c. In each Common Area as defined in this Chapter.

- C. Pests. Units shall be kept free from insect and rodent infestation. Units in which insects or rodents are found shall be promptly exterminated by an approved process that will not be injurious to human health.

1. Unless agreed upon otherwise in a lease, it shall be presumed that occupants are responsible for extermination of pests in single-family homes.
 2. Unless agreed upon otherwise in a lease, it shall be presumed that Owners are responsible for extermination of pests in duplexes, and other multi-family Rental Properties.
 3. An Owner shall have complied with this Chapter if they can document reasonable efforts to eliminate such insect and rodent infestation.
- D. Structural integrity. Foundations shall adequately support the building at all points. Exterior walls shall be free of holes that might expose the interior of the unit to the elements. Roofs shall be free of holes that allow rain to drain into the interior of the unit.
- E. Functioning Windows and Doors. Every window and exterior door shall be kept in good condition, shall open and close, and be substantially tight in a closed position. Temporary repairs are permissible, but shall not expose occupants to broken glass, or other hazards.
- F. Door locks. All exterior doors, and doors opening into a common area shall have functioning locking devices. Locking must be accomplished by key, biometric or electronic means.
- G. Floors, interior walls, ceilings. All floors, interior walls and ceilings shall be kept in sound condition and good repair. Every floor and ceiling shall be free of holes and rotted flooring materials. Every interior wall shall be free of large holes.
- H. Black Mold. Each unit shall be free from *Stachybotrys chartarum*, also known as black mold. Occupants that suspect that *Stachybotrys chartarum* is present in their unit, shall pursue testing at their own cost, and provide the test results to the City with their complaint as outlined below. Such positive test shall constitute a rebuttable presumption that *Stachybotrys chartarum* is present in the unit.
- I. Utilities. Each unit shall have water, electric, and gas service (if applicable) connected and maintained in working order to the point of connection to the unit. Utilities may be shut off or disconnected temporarily to allow for maintenance, repair, or upgrades. Unless agreed upon otherwise in a lease, it shall be the responsibility of the occupant to ensure utilities are not shut off due to non-payment.
- J. Minimum heating and maintenance. Each unit shall have a source of heat capable of maintaining a temperature of at least 68 degrees Fahrenheit at a distance of three feet above the floor in all habitable rooms (not including basements) from September through May. All heating appliances shall be properly installed and maintained in safe working condition. Cooking appliances, unvented fuel burning space heaters and/or portable electric space heaters shall not be used as a means to meet the requirements of this Chapter, but may be used to augment heating or for temporary emergency purposes.

- K. Interior Electrical Service. Each unit shall have safe and functional electrical service that complies with the code applicable to the particular structure. The code applied shall be in accordance with the Missouri Statutes and the Perryville Municipal code and take into account requirements for grandfathering.
- L. Interior Natural Gas Service. To the extent that a unit utilizes natural gas, the natural gas service shall comply with the code applicable to the particular structure. The code applied shall be in accordance with the Missouri Statutes and the Perryville Municipal code and take into account requirements for grandfathering.
- M. Plumbing System and Fixtures.
 - 1. All plumbing systems and fixtures shall be properly installed and maintained in good working order and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing system and fixtures are designed.
 - 2. Heated Water. Each unit shall have a means to heat water to a temperature of not less than 120 degrees Fahrenheit as measured at a faucet outlet.
 - 3. Toilet facilities. Within every unit there shall be a room which affords privacy to anyone within the room which is equipped with a flushing toilet and lavatory sink in good working condition. This requirement may be met if the occupant has access to such a facility as part of the rental agreement.
 - 4. Bathtub or shower. Within every unit there shall be a room which affords privacy to anyone within the room which is equipped with a bathtub or shower in good working condition. The tub or shower may be the same room as the toilet facilities, or in another room. This requirement may be met if the occupant has access to such a facility as part of the rental agreement.

5.45.40 – Owner Inspections.

- A. Owners may inspect and record the conditions of Rental Property to verify their compliance with the minimum standards outlined in this Chapter. In order to verify such compliance for the purposes of this Chapter, the documentation must be signed by at least one occupant within 30 days of the beginning of a rental period. Documentation may include photographs of the conditions of the Rental Property. Such documentation shall be admissible at any hearing regarding the violation of this Chapter and shall create a rebuttable presumption that the Rental Property complies with the minimum standards herein.
- B. The City shall develop an inspection form that may be used by Owners to verify their compliance with the minimum standards in this chapter. The form shall be maintained at City Hall and be made available upon request. The use of the City developed form is not mandatory, and Owners may use whatever means they desire to verify their compliance with the minimum standards in this chapter.

C. Pre-Occupancy Inspection by the City.

1. Owners may request that the Building Official conduct an inspection of the Rental Property prior to the occupancy of any Tenant.
2. Upon receipt of such request, the Building Official may make such inspection on a not-to-interfere basis with their other duties. Nothing herein shall be construed to create a requirement for the City to conduct pre-occupancy inspections of Rental Units.
3. The Building Inspector shall only conduct a pre-occupancy inspection on unoccupied Rental Units.
4. The fee for such inspection shall be \$150.
5. If such inspection is undertaken, the Building Official shall provide a signed copy of the inspection form to the Owner and retain a copy of the inspection form in accordance with City and Missouri records retention policy.
6. A copy of the inspection form indicating that the Rental Property is in compliance with this Chapter shall be admissible at any hearing regarding the violation of this Chapter and shall create a rebuttable presumption that the Rental Property complies with the minimum standards herein.

5.45.50 – Enforcement

- A. Occupants may file a complaint form with the City if they have a good faith, reasonable belief that their Rental Property does not meet the standards of this Chapter, and request that the building official inspect their Rental Property for compliance with this Chapter.
- B. The building official shall forward a copy of the complaint to the City Attorney and City Administrator for information purposes.
- C. The building official shall promptly inspect the Rental Property with the permission of the occupant for compliance with this Chapter.
- D. The building official may also inspect the Rental Property for compliance with this section if they are present in the unit for another type of inspection, but shall not otherwise initiate an inspection unless in response to an occupant complaint.
- E. In the event that the building official determines that the Rental Property does not comply with this Chapter, the building official shall provide notice setting forth the alleged violation to the Owner of the Property and the property manager as indicated in the Owner's registration. Such notice shall
 1. Be in writing and signed by the complainant;

2. Set forth the alleged violations of this Chapter;
 3. Identify the unit where the violations are alleged to have occurred, and
 4. State that the Owner has thirty (30) days to correct the alleged violation, or respond to the building official with sufficient reasons why the property is not in violation, or that the time to repair such violation exceeds thirty (30) days.
 5. Notice shall be given by certified mail to the Owner and the property manager as indicated in the Owner's registration.
- F. After thirty (30) days have elapsed since the date of mailing of the notice of violation, or any agreed upon extension thereof, the building official shall cause the Rental Property to be inspected again to verify that the Rental Property is in compliance with this Chapter. If the inspection reveals that the alleged deficiencies have not been remedied, the building official shall forward the inspection, along with any other applicable documentation to the City Attorney for enforcement.
- G. Upon determination that the property does not comply with this Chapter, the City Attorney shall seek the appropriate remedies below in the Perryville Municipal Court.

5.45.60 – Remedies/Penalties

- A. Any Owner violating the minimum standards provisions this Chapter may be subject to
1. A fine of up to \$200 per day for each day the Rental Property is in violation of this Chapter after the expiration of thirty (30) days from the notice above;
 2. An order authorizing the City to repair the Property to bring it into compliance with this Chapter, and ordering the Owner to pay the City's cost therein;
 3. An injunction closing the unit to occupancy until the building official has confirmed proper repairs have been made and the unit would be compliant if rented again.
 4. An order assessing restitution to be paid to the occupant for reasonable costs incurred related to Owner's violation of this Chapter, including but not limited to the reasonable displacement costs of the occupant during repairs, and any reasonable testing or inspection costs incurred.
 5. An order assessing attorney fees and court costs for the cost of the action; and
 6. Any penalty provided in Section 1.16.010 of this Code.
- B. Any person failing to register as an Owner of a Rental Property after January 1, 2027, or failing to list all Rental Properties on such registration shall be subject to the penalties outlined in Section 1.16.010 of this Code.

C. Any occupant who intentionally causes damage to a Rental Property that brings such Rental Property below the minimum standards shall be subject to the penalties outlined in Section 1.16.010 of this Code.

D. The penalties herein may be cumulative and not exclusive of each other. "

Chapter 2. It is the intent of the Mayor and Board of Aldermen, and it is hereby ordained that this ordinance shall become and be made a part of the Code of Ordinances of the City of Perryville, Missouri, and that Chapters of this ordinance may be renumbered to accomplish such intention.

Chapter 3. If any Chapter, subchapter, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Chapter 4. That this ordinance shall take effect and be in force from and after its passage and approval.

Chapter 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: October 21, 2025.

SECOND READING: November 4, 2025.

PASSED AND APPROVED this 4th day of November, 2025, by a vote of 6 ayes, 0 nays, 0 abstentions and 0 absent.



CITY OF PERRYVILLE, MISSOURI

By: *Larry Binney*
Mayor

ATTEST:

Lydia Kellergut
City Clerk