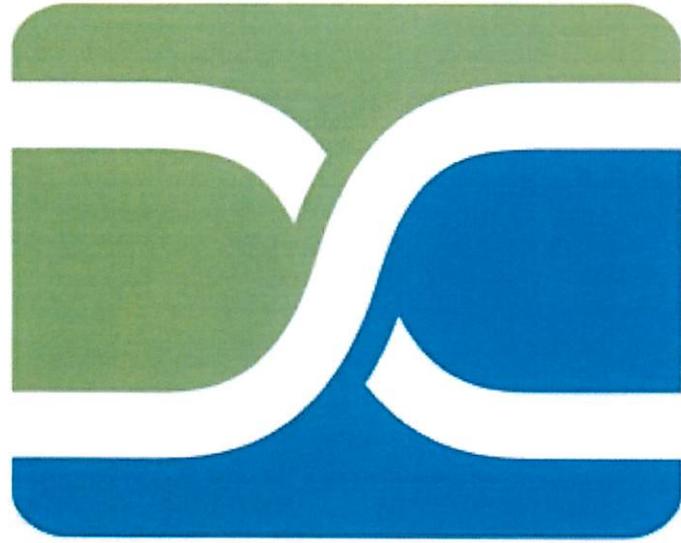


DAVIS COUNTY BOARD OF HEALTH

HOUSING REGULATION



**Davis**

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## **1.0 PURPOSE**

The purpose of this regulation is to preserve, promote, and protect the public health, safety, and general welfare of residents and visitors in Davis County by establishing minimum housing maintenance, sanitation, and use standards that shall be maintained by owners and occupants.

## **2.0 SCOPE**

This regulation is applicable to all residential areas within all incorporated and unincorporated areas of Davis County.

## **3.0 AUTHORITY AND APPLICABLE LAWS**

This regulation is adopted under the authority of the Davis County Board of Health in accordance with Utah Code Annotated (UCA) Section 26A-1-121.

## **4.0 DEFINITIONS**

4.1 ANIMAL WASTE: Solid waste from any animal:

4.1.1 carcass, or part thereof, including offal, that has been discarded;

4.1.2 feces;

4.1.3 urine, or urine residues.

4.2 DEPARTMENT: The Davis County Health Department.

4.3 FINISH SURFACE: Any exposed surfaces, including the:

4.3.1 interior or exterior surface of the Unit Enclosure, such as floors, walls, ceilings, and roof; or,

4.3.2 exterior surface of any permanently installed fixtures, such as plumbing fixtures, counters, cupboards, or shelves.

4.4 HAZARDOUS GASES OR MATERIALS: Any substance that may pose an unreasonable risk to health and safety of the Occupant, the public, or the environment.

4.5 HEATING DEVICE: Properly installed permanent heating equipment and appurtenances used to safely heat water or air in a dwelling. It shall include radiant heaters, gas forced air units, hot water boiler units, or other commonly used devices as an integral part of the structure, but does not include kitchen appliances.

4.6 HOT WATER: Water heated to a temperature of not less than 110 degrees Fahrenheit (110° F (43.3° C)) at the outlet.

4.7 INFESTATION: A propagating population of: bed bugs (genus Cimex); vectors; or poisonous arthropods.

- 4.8 LEAD CONTAINING PAINT: Paint and similar surface-coating materials for consumer use that contain lead or lead compounds exceeding 0.06 percent (0.06% = 600 ppm) by weight.
- 4.8.1 Lead Based Paint: Paint and similar surface-coating materials of residential paint that contain lead or lead compounds exceeding either 1.0 mg/cm<sup>2</sup> or 0.5 percent by weight.
- 4.9 NUISANCE: Any condition or hazard, or the source thereof, deleterious or detrimental to the health, safety, or welfare of the Occupants of a Residential Area.
- 4.10 NUISANCE ODOR: Any offensive odors created by the accumulation, collection, disposal, management, mismanagement, or storage of gaseous, liquid, or solid waste.
- 4.11 OCCUPANT: Any Person living, sleeping, cooking, or eating in or having possession of a Unit, or a Rooming Unit.
- 4.12 OWNER: Any person who, alone, jointly, or severally with others:
- 4.12.1 has legal title to any premises, Unit, Rooming House, or Rooming Unit, with or without accompanying actual possession thereof;
- 4.12.2 has care, charge, or control of any premises, Unit, Rooming House, or Rooming Unit, as owner, agent of the owner, or other person;
- 4.12.3 is executor, administrator, trustee, or guardian of the estate of the owner;
- 4.12.4 is a mortgagee in possession; or,
- 4.12.5 is the senior officer or trustee of the association of unit owners of a condominium.
- 4.13 PERSON: Any individual, firm, corporation and its officers, association, partnership, cooperative, trustee, executor of an estate, governmental agency or any other legal entity recognized by law, in the singular or plural.
- 4.14 POTABLE WATER: Safe drinking water from an approved source that complies with applicable requirements of the Department and the State of Utah Division of Drinking Water.
- 4.15 RENTAL UNIT: Any Unit rent to another Person. It includes, but is not limited to: single family residences, such as houses or mobile homes; multi-unit housing, such as duplexes, triplexes, four-plexes, apartment buildings, and condominium units.

- 4.16 RESIDENTIAL AREA: A lot, parcel, or plot of land or portion thereof that:
  - 4.16.1 contains any dwelling;
  - 4.16.2 is zoned residential; or,
  - 4.16.3 is within the curtilage of any dwelling.
- 4.17 ROOMING HOUSE: Any dwelling containing one or more Rooming Units in which space is rented, leased, or hired out by the owner or operator. A rooming house shall include but not be limited to dormitories, group homes, and boarding houses.
- 4.18 ROOMING UNIT: A room or group of rooms forming a single habitable unit used or intended to be used for living or sleeping; but not for cooking or dining.
- 4.19 TEMPORARY BASIS: A period of time not to exceed 30 days.
  - 4.19.1 This shall not apply to water service.
- 4.20 TENANT: Any Occupant that rents a Unit from the Owner.
- 4.21 UNIT: Any dwelling or dwelling unit.
- 4.22 UNIT ENCLOSURE: The exterior envelope or physical separator between the interior and the exterior environments of a Unit.
- 4.23 WATER INTRUSION: Biologic growth, moisture or obvious water damage within the Unit Enclosure or beneath the Finish Surfaces.

## **5.0 REGULATION**

### **5.1 Right of Entry**

Inspections of private dwellings are made by the consent of Owner, Occupant, or an otherwise responsible Person or upon a warrant issued by a court of competent jurisdiction.

#### **5.1.1 Inspection of Residential Areas.**

The Department is authorized and empowered to make inspection of Residential Areas to determine whether there is any violation of section 5.5 General Sanitation.

### **5.2 Water Hygiene and Sanitation**

#### **5.2.1 Potable Water Supply.**

Potable Water shall be supplied, properly connected to the plumbing system, and properly protected.

5.2.2 Plumbing System.

The plumbing system and appurtenances shall be properly installed, maintained, and connected to all plumbing fixtures.

5.2.3 Plumbing Fixtures.

All plumbing fixtures shall be properly installed and maintained.

5.2.3.1 Minimum Fixtures.

Every Unit shall be provided the minimum functioning plumbing fixtures to include:

5.2.3.1.1 one toilet;

5.2.3.1.2 one hand wash sink, readily adjacent to the toilet;

5.2.3.1.3 one shower or tub; and,

5.2.3.1.4 one kitchen sink.

5.2.3.2 Rooming Units.

Rooming Units shall have either individual or shared bathroom facilities.

5.2.3.3 Hot Water.

A water Heating Device shall provide Hot Water in a reasonable time to all fixtures and appliances ordinarily plumbed to receive it.

5.2.4 Wastewater Control and Discharge.

All wastewater generated or accumulated shall be properly managed by the Person responsible. All wastewater discharges shall be to an approved sewer or wastewater system in compliance with the Davis County Board of Health Wastewater Regulation.

5.2.5 Flooding.

In the event that a Unit is flooded, the Owner shall take action to remove the water and contaminants. The drying of all affected surfaces shall be initiated as soon as possible.

#### 5.2.5.1 Nuisances Abated or Remediated.

All affected areas of the Unit Enclosure, floors, walls, or ceilings shall be cleaned and disinfected. Damage caused by the flooding shall be abated or remediated.

5.2.5.1.1 Items that cannot be properly cleaned or disinfected shall be discarded.

### 5.3 Rental Units

#### 5.3.1 Unfit Unit.

An Owner or Occupant may not rent to another Person, or permit occupancy of any Unit unless it complies with this regulation.

#### 5.3.2 Owner's Duties.

The Owner of every occupied Rental Unit shall be responsible to maintain the Rental Units in compliance with this regulation unless specifically stated herein.

##### 5.3.2.1 Access to Units.

All stairs, handrails, and sidewalks shall be properly maintained.

##### 5.3.2.2 Infestations.

Whenever an Infestation exists in two or more of the dwelling units in a dwelling, or in the shared or public parts (commons) of a dwelling containing two or more dwelling units, the control of the Infestation thereof shall be the responsibility of the Owner.

##### 5.3.2.2.1 Unit Enclosure.

If an Infestation is caused by failure of the Owner to maintain the integrity of the Unit Enclosure, the control of the Infestation shall be the responsibility of the Owner.

##### 5.3.2.3 Maintenance of Commons Areas.

The Owner shall oversee the maintenance and sanitation of the common areas of any premises, through arrangements as they see fit.

#### 5.3.3 Tenant's Duties.

Tenants shall be responsible for the following duties.

#### 5.3.3.1 Proper Use and Sanitation of Rental Unit.

Tenants shall be responsible for the proper use and sanitation of all Finish Surfaces and fixtures within their own Rental Unit and all parts of the premises they control.

5.3.3.1.1 Biologic growth on Finish Surfaces shall be removed by the Tenant using household strength chemicals, such as detergents and disinfectants.

#### 5.3.3.2 Proper Use and Sanitation of Premises.

Every Tenant shall properly use and keep clean and sanitary all parts of the premises they utilize by properly disposing of all garbage, refuse, fecal matter, or any other solid waste they generate.

#### 5.3.3.3 Infestations.

Every Tenant of a dwelling containing a single dwelling unit shall be responsible for the control of an Infestation on the premises. Every Tenant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for the control of the Infestation if their Unit is the only one infested.

#### 5.3.3.4 Owner Repair Access.

If a Tenant unreasonably denies access, refuses entry, or withholds consent to the Owner of a Rental Unit to enter for the purpose of making repairs to the Rental Unit, the compliance date for a notice issued shall be suspended.

### 5.4 Minimum Unit Standards

#### 5.4.1 Nuisances.

The Person responsible shall abate or remediate all Nuisances, Nuisance Odors, or precursors to Nuisances found in a Unit.

##### 5.4.1.1 Indoor Air Quality.

Indoor air quality shall be protected from Nuisances. Ventilation, either natural or mechanical, shall be adequate to provide acceptable indoor air quality in every habitable room at all times when occupied.

##### 5.4.1.2 Flooding.

The Owner shall make any corrections or repairs required to prevent the potential recurrence of flooding into the Unit.

#### 5.4.1.3 Owner Default Responsibility.

If the Person responsible cannot be determined, the Owner of the property will be held responsible by default.

#### 5.4.2 Heating.

Every dwelling shall have Heating Devices that are properly installed and maintained.

##### 5.4.2.1 Minimum Heat Provided.

The provided Heating Devices shall be capable of safely heating every habitable room, bathroom, and water closet compartment to a minimum temperature of not less than 68 degrees Fahrenheit (68° F) at a distance of 3 feet above floor level.

5.4.2.1.1 If the temperature is controlled by a person other than the Occupant, a temperature of at least 68 degrees Fahrenheit at a distance 3 feet above floor level shall be maintained without overheating any other area of the dwelling.

5.4.2.1.2 If age or illness of occupants or other special conditions exist, the Department may require an alternate temperature.

##### 5.4.2.2 Temporary Heating.

Portable units or other appliances may only be used on a Temporary Basis when a permanent device is under repair or out of service.

#### 5.4.3 Unit Enclosure Integrity.

The integrity of the Unit Enclosure shall be properly maintained and shall prevent the intrusion of:

5.4.3.1 Infestations;

5.4.3.2 birds, insects, rodents, or vermin;

5.4.3.3 roots or other plant or fungal growth;

5.4.3.4 water;

5.4.3.5 weather;

5.4.3.6 any other situation that may compromise the integrity of the Unit Envelope or create a source of injury or disease.

#### 5.4.4 Finish Surfaces.

All Finish Surfaces shall be: constructed of safe and durable materials; properly maintained; and, appropriate to the use.

##### 5.4.4.1 Water Intrusion.

Areas that have suffered Water Intrusion shall be exposed to determine the extent of damage and biologic growth. The Department may inspect the extent of the intrusion.

5.4.4.1.1 Visible mold or biologic growth and water damage found beneath the Finish Surface shall be abated or remediated.

5.4.4.1.2 For non-structural damage, cleaning and proper encapsulation may be utilized.

##### 5.4.4.2 Lead Containing Paint.

A dwelling built prior to 1978 shall be assumed to contain Lead Based Paint, unless a lead inspection by a certified tester has determined otherwise. Abatement of lead based paint shall be conducted in accordance with local, state, and federal regulations.

###### 5.4.4.2.1 High Impact Areas.

Steps shall be taken to eliminate or encapsulate Lead Containing Paint in high impact areas in a dwelling where children, aged six months to six years, primarily reside or visit at least once a week.

###### 5.4.4.2.2 Low Impact Areas.

Interior paint shall be properly maintained.

###### 5.4.4.2.3 Information Provided.

Appropriate information in paper or electronic form shall be provided to any prospective buyers or renters of pre-1978 residences and occupants of pre-1978 residences where renovations will take place.

#### 5.5 General Sanitation

If the Person responsible cannot be determined, the Owner of the property will be held responsible for any violations of this section.

5.5.1 Nuisance Control.

The Person responsible shall abate or remediate all Nuisances, Nuisance Odors, or precursors to Nuisances found.

5.5.1.1 Hazardous Gases and Materials.

Hazardous Gases or Materials shall be properly handled, stored, used, and disposed.

5.5.1.2 Nuisance Odors.

All Nuisance Odors shall be abated by the Person responsible.

5.5.2 Vector Control.

5.5.2.1 Infestations.

Infestations shall be eliminated.

5.5.2.2 Stagnant Water.

Stagnant pools of water shall be drained to prevent the harborage of vectors.

5.5.2.2.1 The owner shall not allow water to stand beneath a building or structure.

5.5.3 Solid Waste Control.

All garbage, refuse, fecal matter, or other solid waste generated or accumulated in a Residential Area shall be properly managed by the Person responsible. Disposal of solid waste shall be in compliance with the Davis County Board of Health Scavenger and Salvage Operation Regulation.

5.5.3.1 Prevention.

Solid wastes shall be collected, stored, and disposed to prevent:

5.5.3.1.1 Nuisance Odors;

5.5.3.1.2 bird, insect, rodent, and vermin attraction, harborage, or propagation; or,

5.5.3.1.3 any other Nuisance.

#### 5.5.3.2 Domestic Animals.

Animal owners shall be responsible to manage animal food, Animal Waste, spoiled food, and other solid wastes associated with animal ownership.

#### 5.5.4 Natural Disasters.

In the event that a Residential Area is flooded or damaged by a natural disaster, directly or indirectly, the Owner shall take action to remediate or secure damaged buildings or structures and remove water borne contaminants and solid waste generated.

#### 5.5.5 Responsibilities for Vacant Units.

If a Unit is vacant, the Owner shall secure and maintain the Unit, and remove all garbage, refuse, and solid waste from the premises and abate or remediate all Nuisances within the time specified by the Department.

### 5.6 Standards for Emergency and Temporary Housing

#### 5.6.1 Emergency Housing.

The Department may permit an exception to this regulation if an emergency exists and the public health, safety, or welfare is or may be affected. Emergency housing shall be established as approved by the Department.

#### 5.6.2 Temporary Housing.

Tents, trailers, campers, or other temporary housing located on private property with the permission of the property owner shall not create a public health nuisance but may be used as a dwelling unit on a Temporary Basis provided that wastewater discharges are in accordance with the Davis County Board of Health *Wastewater Regulation*. Exemptions may be granted by the Department.

### 5.7 Standards for Units Closed to Occupancy

It shall be unlawful for any Person to violate this Standard for Units Closed to Occupancy.

#### 5.7.1 Authorized Activities.

Subject to the restrictions set forth in subsection 5.7.2 Restrictions, the Owner, Tenant, or their agents may actively engage in the following authorized activities.

##### 5.7.1.1 Remediating violations of the Davis County Board of Health Housing Regulation.

5.7.1.2 Removing personal items.

5.7.2 Restrictions.

The following restrictions apply to Units Closed to Occupancy, including during authorized activities.

5.7.2.1 A Person may not prepare or eat food in the Unit.

5.7.2.2 A Person may not sleep in the Unit.

5.7.2.3 A Person shall have access to an onsite operational toilet and lavatory or a sanitary onsite portable unit if on the premises more than two hours.

5.7.3 Department Access.

The Department shall be allowed access to the Unit, if anyone is on the premises, to determine compliance with the Department Standard.

5.8 Enforcement

It is unlawful for any person not to comply with this regulation or to interfere with the Department in the performance of its duties.

5.8.1 Notice of Violation.

A notice of violation may be issued for any violation of this regulation. If the Person responsible cannot be determined, the Owner of the property will be held responsible.

5.8.1.1 A follow up inspection may be required for any notice issued.

5.8.2 Closed to Occupancy.

5.8.2.1 Closing Units.

A dwelling may be closed to occupancy for:

5.8.2.1.1 a violation of the Water Hygiene and Sanitation sections and the Nuisances and Heating subsections of the Minimum Unit Standards section;

5.8.2.1.1.1 A Unit without potable water may be allowed 14 days before closure.

5.8.2.1.2 Nuisance or multiple violations of this regulation;

5.8.2.1.3 an indefinite deadline for remediation or repair operations;  
and,

5.8.2.1.4 failure to comply with a notice issued under this regulation.

#### 5.8.2.2 Vacating Units.

Any Unit that is closed to occupancy shall be vacated within a reasonable time as ordered by the Department.

#### 5.8.2.3 Reopening Units.

Any Unit closed to occupancy may not be occupied until approval of the Department is given and all placards are removed.

## 6.0 PENALTY

### 6.1 Criminal Penalties Pursuant to UCA Section 26A-1-123

Pursuant to UCA Section 26A-1-123:

6.1.1 any Person who is found guilty by a court of: violating any of the provisions of this regulation; or violating, disobeying, or disregarding any Notice or Order issued under this regulation is guilty of a class B misdemeanor;

6.1.2 any Person who is found guilty of a subsequent similar violation within two years of the initial violation is guilty of a class A misdemeanor;

6.1.3 each day such violation is committed or permitted to continue shall constitute a separate violation;

6.1.4 conviction under this section does not relieve the Person convicted from civil liability.

### 6.2 Civil and Administrative Penalties

The exercise of civil and administrative penalties shall be subject to the Board of Health's Adjudicative Hearing Procedures Regulation.

6.2.1 Any Person who violates any of the provisions of this regulation or violates, disobeys, or disregards any Notice or Order issued under this regulation shall be subject to:

6.2.1.1 the payment of costs incurred in the enforcement of any violation or notice issued, including costs attributable to any involved local agencies;

6.2.1.2 a penalty pursuant to the provisions of UCA Subsection 26-23-6(2).

## 7.0 SEVERABILITY

If any provision, clause, sentence, or paragraph of this regulation or the application or circumstances shall be held invalid, such invalidity shall not affect the other provisions or applications of this regulation. The valid part of any clause, sentence, or paragraph of this regulation shall be given independence from the invalid provisions or application, and to this end, the provisions of this regulation are declared to be severable.

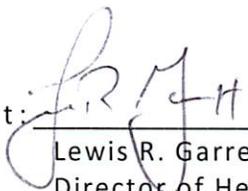
IN WITNESS WHEREOF, the Davis County Board of Health has passed, approved and adopted this regulation this 12<sup>th</sup> day of February, 2013.

**Effective date:** February 12, 2013.

**Revised and Amended:** August 11, 2015

Davis County Board of Health

Signed:   
Scott Zigich,  
Board Chairman

Attest:   
Lewis R. Garrett, M.P.H.  
Director of Health