SUBSTANDARD LIVING CONDITIONS SPECIAL COMMITTEE

FEBRUARY 11, 2016

7:00 PM Aldermanic Chamber

ROLL CALL

PUBLIC COMMENT

DISCUSSION/PRESENTATION

Housing Code and Pending HB 1392

Demonstration of GIS Mapping Application for Code Enforcement

COMMUNICATIONS

From: Alderman-at-Large Mark S. Cookson
Re: Invitation to Attend SLC Meeting – February 11, 2016

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT

The proposed ticketing system is a critical tool for the City of Nashua to work towards compliance in a more expedited fashion. Currently, the following departments have requested to be included in an ordinance: Building Safety, Planning and Zoning, Environmental Health, the Fire Marshal's office, and Code Enforcement. Each department has a proposed set of NRO's they would like to have the authority to issue files for, with an escalated fee schedule for each offense.

The ticketing system is designed to be utilized on a discretionary basis, and after all other avenues, with the exception of court, have been exhausted. After multiple warnings and significant time for an individual to correct any noted violations, a written ticket would be issued. The fine amount would depend on which NRO was violated. The individual has ten days to correct the issue and pay the fine. After ten days, they have an additional ten days to correct the issue and pay the fine that will have increased by $50.

This system is designed to align with the parking ticket system in both physical appearance and processing. Tickets will be mailed into City Hall (they will be dispensed with an envelope attached to them using the same format as the paper parking tickets) or citizens may choose to come to city hall and pay their fine in the rotunda. The money will then be added the general fund.

If a ticket is issued and the individual does not comply and pay the fine, then the case is escalated to court. They will be served a summons and given an arraignment date. The enabling RSA which gives the City of Nashua the authority to create such a system (RSA 31:39c) provides a summons form to be filled out and submitted to the court house for docketing (RSA 31:39d).

City of Nashua

Code Enforcement

Apartment Self-Inspection

Guide

Revised 1-2014

NOTICE

This inspection guide is intended as an aid to landowners/tenants in the City of Nashua. The guide is based upon the Nashua Housing Code NRO Chapter 182 Housing Standards. The material contained in this guide is intended only as a guide and does not purport to provide all inclusive forms or information.

The City of Nashua makes no warranty, expresses or implied, as to whether the materials herein are correct, complete, up-to-date or any other thing.

City of Nashua
Code Enforcement Department
229 Main St.
Nashua, NH 03060
603-589-3100
www.gonashua.com

City of Nashua Apartment Inspection Form

A. GENERAL INFORMATION

Type of Inspection ☐ apartment ☐ building ☐ rental unit

Date of Inspection _____

Owner Information

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Building/Property Manager

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

B. BUILDING INFORMATION

Number Stories _____

Type of Foundation

- ☐ Granite
- ☐ Concrete
- ☐ Brick
- ☐ Other

Type of Roof

- ☐ Asphalt
- ☐ Slate
- ☐ Wood
- ☐ Other

Type of Siding

- ☐ Wood
- ☐ Vinyl/Aluminum
- ☐ Asphalt
- ☐ Other

Housing Type

- ☐ Number of Units _____

- ☐ Mixed Use Y - N

Parking

- ☐ Ample for all units
- ☐ Sufficient
- ☐ Deficient
- ☐ None

Heating

- ☐ Central
- ☐ Individual
- ☐ Other _____

Inspected by: _____

C. DWELLING UNIT INFORMATION

Tenant Information

Address: _____

Name of Family: _____

Number of Bedrooms: _____ Phone Number: _____

1.0 GENERAL SAFE

	Y	N	N/A
Plumbing Does the Hot Water Heater have a pressure relief valve down spout? (All water heating/boilers require relief value and down spout).	☐	☐	☐
Mechanical Systems (if provided or allowed). Are all clothes dryers vented directly to the outdoors?	☐	☐	☐
Structure Identification Does the Structure have displayed a readable number installed?	☐	☐	☐
Unit Identification Does each dwelling unit have a readable unit number installed?	☐	☐	☐
Emergency Information Did the owner file his/her emergency information with the Code Enforcement Office?	☐	☐	☐
Has owner posted his/her emergency contact information in building?	☐	☐	☐

1.10 SAFETY CHECK LIST

Does the unit have:	Y	N	N/A
Two Means of Egress (3 or more units) Does the unit have two separate and remote means of egress? (Check for a back stair or fire escape, first floor apartments may use a large window).	☐	☐	☐
Solid Doors and Closers (3 or more units) Are apt. common doors 1 3/4" solid doors?	☐	☐	☐
Do the doors have self closing devices? (arm or hinges).	☐	☐	☐
Do the common exterior doors have closures?	☐	☐	☐
Heating Facilities (adequacy, speak to tenant if possible)	☐	☐	☐
Stairs Do all stairways with three (3) or more stairs have hand and guardrails? (guardrails must be configured so a nine inch (9") ball will not fit through any part).	☐	☐	☐
Do all openings over thirty inches (30") in height have guard rails? (see note above)	☐	☐	☐
Exterior Do you consider the following items to be sound?	☐	☐	☐
Siding (fail for missing shingles, leaks, excessive sagging etc.)	☐	☐	☐
Roof (fail for missing shingles, leaks, excessive sagging, etc.)	☐	☐	☐
Chimney (fail for loose bricks, excessive leaning, etc.)	☐	☐	☐
Porch(es) (fail for excessive sags, rotted members)	☐	☐	☐
Stairs (fail for loose treads, rotted wood, etc.)	☐	☐	☐
Basement Is the basement clean, and free of stored flammables?	☐	☐	☐
Does the basement appear to be structurally sound? (check for excessive sags in beams, cracking in members)	☐	☐	☐

1.11 SAFETY CHECK LIST

Electrical	Y	N	N/A
Smoke Detectors)			
Does each apartment have a hardwired functioning smoke detector at each level of the unit?	☐	☐	☐
Does the basement have at least one Electric smoke detector per section?	☐	☐	☐
Do halls common to more than one unit have Electric smoke detectors at each level?	☐	☐	☐
Carbon Monoxide Detector			
Does every apartment have a hardwired CO detector?	☐	☐	☐
Electric Panel			
Does each apartment have access to their own individual electrical panels?	☐	☐	☐
Does the electrical panel contain either type "S" fuses or mechanical breakers? (type "S" will be written on fuse)	☐	☐	☐
Are all slots on the panel full or covered?	☐	☐	☐
Exterior Lighting			
Are all exterior doorways illuminated?	☐	☐	☐
Common Hallways			
Do all common hall stairs have three way switches and lights? (all stairs must have light switches at both the top and bottom of the stairs)	☐	☐	☐
Basement			
Does the basement contain at least one light fixture?	☐	☐	☐
Are all splices in wires contained in a box?	☐	☐	☐

2.0 LIVING ROOM

Living Room Present?	Y	N	N/A
Electrical			
3 Sources of Electricity (2 outlets, 1 overhead, or 3 outlets).	☐	☐	☐
Electrical Hazards (bare wires, extension cords, missing plates, etc.)	☐	☐	☐
Security			
Windows (lockable)	☐	☐	☐
Doors (lockable)	☐	☐	☐
Windows			
Is there at least one window?	☐	☐	☐
Does the window have a screen? (required 5/15 to 10/15).	☐	☐	☐
Are the panes free from crack/breaks?	☐	☐	☐
Are they weather tight? (fit the frame)	☐	☐	☐
Will the bottom sash stay open without external devices?	☐	☐	☐
Ceiling Condition			
Is the ceiling structurally intact?	☐	☐	☐
Is the finish acceptable? (condition of paint, texture, tiles, etc.)	☐	☐	☐
Wall Condition			
Are the ceiling walls structurally intact?	☐	☐	☐
Are the walls free from holes?	☐	☐	☐
Is the finish in acceptable condition? (paint, wall paper, etc.)	☐	☐	☐
Floor Condition			
Is the floor structurally intact? (fail for bounce or extreme sags)	☐	☐	☐
Is the carpet free from holes, tears and trip hazards?	☐	☐	☐
Is the carpet clean and in acceptable condition?	☐	☐	☐
Wood Trim			
Is the paint on wood trim in a sound state? (fail if chipped or peeling)	☐	☐	☐

3.0 BATHROOM

Bathroom Present?	Y	N	N/A
Electrical			
Is there at least one outlet in the bathroom? (a GFI is recommended)	☐	☐	☐
Electrical Hazards (bare wires, extension cords, missing plates, etc.)	☐	☐	☐
Security			
Windows (lockable)	☐	☐	☐
Doors (lockable)	☐	☐	☐
Windows			
Is there at least one window or mechanical ventilation?	☐	☐	☐
Does the window have a screen? (required 5/15 to 10/15).	☐	☐	☐
Are the panes free from cracks/breaks?	☐	☐	☐
Are they weather tight? (fit the frame)	☐	☐	☐
Will the bottom sash stay open without external devices?	☐	☐	☐
Ceiling Condition			
Is the ceiling structurally intact?	☐	☐	☐
Is the finish acceptable? (condition of paint, texture, tiles, etc.)	☐	☐	☐
Wall Condition			
Are the ceiling walls structurally intact?	☐	☐	☐
Are the walls free from holes?	☐	☐	☐
Is the finish in acceptable condition? (paint, wall paper, etc.)	☐	☐	☐
Floor Condition			
Is the floor structurally intact? (fail for bounce or extreme sags)	☐	☐	☐
Is the carpet free from holes, tears and trip hazards?	☐	☐	☐
Is the carpet clean and in acceptable condition? (flooring must be non permeable)	☐	☐	☐
Wood Trim			
Is the paint on wood trim in a sound state? (fail if chipped. or peeling)	☐	☐	☐
Toilet			
Is toilet bolted to floor?	☐	☐	☐
Is there a working toilet in the bathroom? (check at base for leaks)	☐	☐	☐
Lavatory			
Does the bathroom have a lavatory with hot and cold running water? (check at base for leaks, Note: must be separate from kitchen)	☐	☐	☐
Tub or Shower Unit			
Does the bathroom have a tub with hot and cold running water?	☐	☐	☐
Ventilation			
Are there operable windows or a mechanical ventilation system?	☐	☐	☐

4.0 KITCHEN

Kitchen Present?	Y	N	N/A
Electrical			
Is there at least one outlet above the counter top? (a GFI is recommended)	☐	☐	☐
Are there a total of three outlets in the kitchen?	☐	☐	☐
Electrical Hazards? (bare wires, extension cords, missing plates, etc.)	☐	☐	☐
Security			
Windows (lockable)	☐	☐	☐
Doors (lockable)	☐	☐	☐
Windows			
Does the kitchen have a window?	☐	☐	☐
Does the window have a screen? (required 5/15 to 10/15).	☐	☐	☐
Are the panes free from cracks/breaks?	☐	☐	☐
Are they weather tight? (fit the frame)	☐	☐	☐
Will the bottom sash stay open without external devices?	☐	☐	☐
Ceiling Condition			
Is the ceiling structurally intact?	☐	☐	☐
Is the finish acceptable? (condition of paint, texture, tiles, etc.)	☐	☐	☐
Wall Condition			
Are the ceiling walls structurally intact?	☐	☐	☐
Are the walls free from holes?	☐	☐	☐
Is the finish in acceptable condition? (paint, wall paper, etc.)	☐	☐	☐
Floor Condition			
Is the floor structurally intact? (fail for bounce or extreme sags)	☐	☐	☐
Is the flooring free from holes, tears and trip hazards?	☐	☐	☐
Is the flooring clean and in acceptable condition? (flooring must be non permeable)	☐	☐	☐
Wood Trim			
Is the paint on wood trim in a sound state? (fail if chipped. or peeling)	☐	☐	☐
Kitchen Sink			
Is there a sink in the kitchen, separate from the bath sink?	☐	☐	☐
Does the sink have running hot and cold water?	☐	☐	☐
Is the sink free from leaks?	☐	☐	☐
Do the faucets function properly?	☐	☐	☐
Range			
Does the kitchen have a properly functioning range?	☐	☐	☐
Refrigerator			
Does the kitchen have a properly functioning refrigerator?	☐	☐	☐

5.1 BEDROOM #1

Location:	Y	N	N/A
Electrical 3 Sources of Electricity? (2 outlets, 1 overhead, or 3 outlets). Electrical Hazards? (bare wires, extension cords, missing plates, etc.)	☐ ☐	☐ ☐	☐ ☐
Security Windows (lockable)? Doors (lockable)?	☐ ☐	☐ ☐	☐ ☐
Windows Is there at least one window? Does the window have a screen? (required 5/15 to 10/15). Are the panes free from cracks/breaks? Are they weather tight? (fit the frame) Will the bottom sash stay open without external devices?	☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐
Ceiling Condition Is the ceiling structurally intact? Is the finish acceptable? (condition of paint, texture, tiles, etc.)	☐ ☐	☐ ☐	☐ ☐
Wall Condition Are the ceiling walls structurally intact? Are the walls free from holes? Is the finish in acceptable condition? (paint, wall paper, etc.)	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Floor Condition Is the floor structurally intact? (fail for bounce or extreme sags) Is the carpet free from holes, tears and trip hazards? Is the carpet clean and in acceptable condition?	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐
Wood Trim Is the paint on wood trim in a sound state? (fail if chipped or peeling)	☐	☐	☐

NOTES:

5.2 BEDROOM #2

Location:	Y	N	N/A
Electrical			
3 Sources of Electricity? (2 outlets, 1 overhead, or 3 outlets).	☐	☐	☐
Electrical Hazards? (bare wires, extension cords, missing plates, etc.)	☐	☐	☐
Security			
Windows (lockable)?	☐	☐	☐
Doors (lockable)?	☐	☐	☐
Windows			
Is there at least one window?	☐	☐	☐
Does the window have a screen? (required 5/15 to 10/15).	☐	☐	☐
Are the panes free from cracks/breaks?	☐	☐	☐
Are they weather tight? (fit the frame)	☐	☐	☐
Will the bottom sash stay open without external devices?	☐	☐	☐
Ceiling Condition			
Is the ceiling structurally intact?	☐	☐	☐
Is the finish acceptable? (condition of paint, texture, tiles, etc.)	☐	☐	☐
Wall Condition			
Are the ceiling walls structurally intact?	☐	☐	☐
Are the walls free from holes?	☐	☐	☐
Is the finish in acceptable condition? (paint, wall paper, etc.)	☐	☐	☐
Floor Condition			
Is the floor structurally intact? (fail for bounce or extreme sags)	☐	☐	☐
Is the carpet free from holes, tears and trip hazards?	☐	☐	☐
Is the carpet clean and in acceptable condition?	☐	☐	☐
Wood Trim			
Is the paint on wood trim in a sound state? (fail if chipped or peeling)	☐	☐	☐

NOTES:

5.3 BEDROOM #3

Location:	Y	N	N/A
Electrical			
3 Sources of Electricity? (2 outlets, 1 overhead, or 3 outlets).	☐	☐	☐
Electrical Hazards? (bare wires, extension cords, missing plates, etc.)	☐	☐	☐
Security			
Windows (lockable)?	☐	☐	☐
Doors (lockable)?	☐	☐	☐
Windows			
Is there at least one window?	☐	☐	☐
Does the window have a screen? (required 5/15 to 10/15).	☐	☐	☐
Are the panes free from cracks/breaks?	☐	☐	☐
Are they weather tight? (fit the frame)	☐	☐	☐
Will the bottom sash stay open without external devices?	☐	☐	☐
Ceiling Condition			
Is the ceiling structurally intact?	☐	☐	☐
Is the finish acceptable? (condition of paint, texture, tiles, etc.)	☐	☐	☐
Wall Condition			
Are the ceiling walls structurally intact?	☐	☐	☐
Are the walls free from holes?	☐	☐	☐
Is the finish in acceptable condition? (paint, wall paper, etc.)	☐	☐	☐
Floor Condition			
Is the floor structurally intact? (fail for bounce or extreme sags)	☐	☐	☐
Is the carpet free from holes, tears and trip hazards?	☐	☐	☐
Is the carpet clean and in acceptable condition?	☐	☐	☐
Wood Trim			
Is the paint on wood trim in a sound state? (fail if chipped. or peeling)	☐	☐	☐

NOTES:

5.4 BEDROOM #4

Location:	Y	N	N/A
Electrical			
3 Sources of Electricity? (2 outlets, 1 overhead, or 3 outlets).	☐	☐	☐
Electrical Hazards? (bare wires, extension cords, missing plates, etc.)	☐	☐	☐
Security			
Windows (lockable)?	☐	☐	☐
Doors (lockable)?	☐	☐	☐
Windows			
Is there at least one window?	☐	☐	☐
Does the window have a screen? (required 5/15 to 10/15).	☐	☐	☐
Are the panes free from cracks/breaks?	☐	☐	☐
Are they weather tight? (fit the frame)	☐	☐	☐
Will the bottom sash stay open without external devices?	☐	☐	☐
Ceiling Condition			
Is the ceiling structurally intact?	☐	☐	☐
Is the finish acceptable? (condition of paint, texture, tiles, etc.)	☐	☐	☐
Wall Condition			
Are the ceiling walls structurally intact?	☐	☐	☐
Are the walls free from holes?	☐	☐	☐
Is the finish in acceptable condition? (paint, wall paper, etc.)	☐	☐	☐
Floor Condition			
Is the floor structurally intact? (fail for bounce or extreme sags)	☐	☐	☐
Is the carpet free from holes, tears and trip hazards?	☐	☐	☐
Is the carpet clean and in acceptable condition?	☐	☐	☐
Wood Trim			
Is the paint on wood trim in a sound state? (fail if chipped or peeling)	☐	☐	☐

NOTES:

Chapter 182. Housing Standards

Article V. Structural Standards.

§ 182-31. Emergency and Code Enforcement Department information.

[Amended 5-13-2008 by Ord. No. O-08-18[1]]

A. Posting of owner's emergency information and Code Enforcement Department information.

(1) All dwellings which are let or in which one or more units are let to another for occupancy shall have posted in a regularly accessible common area written notification containing the following:

(a) The name, address, and telephone number of the owner or his/her agent. If the owner or his/her agent does not reside in New Hampshire and within 25 miles of the subject structure, the owner must post, in addition to his/her or his/her agent's name, the name, address, and telephone number of a person to contact in case of an emergency who resides in New Hampshire and within 25 miles of the structure.

(b) A statement that disputes regarding building code and/or housing standards should first be addressed by the property owner(s) and tenant(s) before contacting the Code Enforcement Department.

(c) A statement that the party or parties responsible for compliance with building codes or housing standards should correct a violation within 14 days of receipt of a written notice of said violation or, in an emergency, as promptly as conditions require. An "emergency" exists when a violation of a building code and/or housing standard creates conditions which pose an immediate and serious threat to the health or safety of persons occupying a dwelling unit. A "nonemergency" situation exists when a violation of a building code and/or housing standard materially affects the habitability of a dwelling place but does not pose an immediate risk to the health or safety of the tenant(s).

(d)

The address, telephone number(s) and website address of the Code Enforcement Department.

(2) Exception. In lieu of posting the written notification, an owner may maintain copies of said notification signed by each tenant. An owner shall file a copy of the written notification containing the required owner's emergency information with the Code Enforcement Department. An owner shall, upon request, provide copies of the signed written notification to Code Enforcement Department employees for review.

B. The Code Enforcement Department shall prepare a written notification form which shall be provided to owners upon request.

C. Transfer of ownership. Upon transfer of ownership, the new owner shall comply with the posting or filing of emergency and Code Enforcement Department information within 24 hours of transfer.

D. Unattended emergency numbers. Whenever emergency numbers are left unattended for a period of 24 hours or longer, another name and emergency number shall be provided in accordance with this section.

E. Violations. The head of the Code Enforcement Department or designee may issue warnings or citations for violations of this section as provided for in § **182-24**. Subsequent violations of this section shall be punishable as provided for in § **182-26**.

[1]: *Editor's Note: This ordinance also provided that it shall become effective 9-1-2008.*

Tenant Rights

This information is based on the law in effect at the time of publication. It is issued as a public service for general information only, and is not a substitute for legal advice about the facts of your particular situation.

Information taken from LARC website (Dec. 2008)

When you rent housing, there are many laws that affect your relationship as a tenant with the landlord. This pamphlet is about some of those laws.

RENTAL AGREEMENTS

Leases

Although a rental agreement can be written or oral, "lease" usually means a written rental agreement for a specific time, usually one year.

For a tenant, the main advantage of a written lease is that your rent cannot be raised and you cannot be evicted during that year, as long as you abide by the lease. The main disadvantage is that you may have to pay the rent for extra months if you move before the lease ends.

Read the lease carefully before you sign, and ask about anything you do not understand. If rent is shared, anyone who signs the lease may have to pay the total rent, not just his or her portion. If your lease expires and you are not offered a new one, you become a month-to-month tenant.

Month-to-month tenant

If you do not have a lease, the landlord can increase the rent, but must give written notice of the increase (or any other significant change) 30 days in advance. Likewise, you can leave without continuing to owe rent as long as you give the landlord 30 days' notice.

In most situations a month-to-month tenant cannot be evicted without good cause. Please read our pamphlet "The Eviction Process" for a list of the reasons that you can be evicted.

SECURITY DEPOSITS

Your landlord may require you to pay a security deposit. The amount of the security deposit cannot be more than what you pay for one month's rent. Your landlord must return your deposit within 30 days after you leave. Please see our pamphlet "Security Deposits" for more information about the laws affecting your security deposit.

HOUSING STANDARDS

New Hampshire law requires landlords to provide safe, sanitary housing for tenants. A state law (RSA 48-A:14) spells out minimum standards for rental property. You have the right to a home that has:

- No infestation of bugs, mice, or rats.
- Internal plumbing that works without a back-up of sewage caused by a faulty septic or sewage system.
- Safe wiring without exposed wires, the wrong connectors, bad switches or outlets, or other conditions that create a danger of electrical shock or fire.
- Roofs and walls that do not leak.
- Plaster that is not falling from the walls or ceilings.
- Floors, walls, or ceilings with no large holes.
- Porches, stairs, and railings which are structurally sound.
- No garbage or rubbish in common areas due to the landlord's failure to remove it or to provide enough containers for storage before the trash is to be taken away. This is a code violation unless you have accepted responsibility for trash removal under the lease.
- Enough water, and a water heater that works properly.
- No leaks in the gas lines, or leaks or defective pilot lights in any appliance furnished by the landlord.
- Heating facilities that are properly installed, safely maintained, and in good working condition, and that can safely and adequately heat all livable rooms and bathrooms to an average temperature of at least 65 degrees. Or if heat is included in the rent, the premises must be kept at a minimum average temperature of 65 degrees in all livable rooms.

Your local community, particularly a city or larger town, may have its own housing code, which can require your landlord to do more. Ask at your town or city hall if your town has a housing code.

LEAD PAINT

You have a right to live in housing that is free from lead paint hazards. To find out if your apartment is safe, contact your town code enforcement officer. To find out more about the hazards of lead paint, call the Childhood Lead Poisoning Prevention Program at 271-4507.

REQUESTS FOR REPAIRS

Make all requests for repairs in writing (be sure to date it), make a copy for yourself, and give it to the landlord. If the landlord fails to make the proper repairs, report any serious problems to the town. The town or city clerk can direct you to the proper officials, usually the code enforcement officer, health officer, or building inspector. Report fire hazards to the local fire chief.

If these problems are ignored by the town, contact the State Office of Community and Public Health (271-4781) or the State Fire Marshall (271-3294). Landlords may not evict you for making complaints.

WITHHOLDING RENT

If the violations (problems with your apartment) are serious, you may want to consider rent withholding in order to get your landlord to correct code violations.

You can lawfully withhold your rent if all of the following conditions are met:

1. You gave your landlord written notice of the violations while you were not behind in rent. (Written notice is not an absolute requirement, but is always a good idea); AND
2. The landlord failed to take corrective action within 14 days of your written complaint. In an emergency, you may not have to wait 14 days before you begin withholding. Consult an attorney before you withhold rent in less than 14 days; AND
3. Your family or guests did not cause the violation; AND
4. Extreme weather conditions did not prevent the repairs; AND
5. You did not refuse to let the landlord into your apartment to make the repairs.

If your landlord tries to evict you for nonpayment and you can prove you withheld your rent under the above conditions, the court can postpone the hearing to give the landlord time to make repairs, and eventually dismiss the eviction.

TENANT PROTECTIONS

It is against the law (RSA 540-A) for a landlord to:

- Shut off your utilities;
- Lock you out of your rented premises without a court order;
- Enter your residence without permission, except to make emergency repairs. (You should not refuse your landlord's reasonable request to enter with enough notice);
- Take any other action to force you out of your home without going through the eviction process.

If your landlord has done any of the things listed, you can get an order to make your landlord stop, and to award you damages, by filing a 540-A petition at your local district court. You do not need a lawyer nor to pay a fee to file the petition; simply ask the clerk to help you. You can ask for a temporary order if there is an immediate threat of serious harm. The court will schedule a hearing to hear from both sides, and will then decide if you should get damages and if the order should be continued. Contact LARC for more information on filing a petition.

EVICTION RIGHTS

In most cases your landlord has to have good cause to evict you. Please read our pamphlet "The Eviction Process" for a description of the reasons you can be evicted.

RETALIATORY EVICTIONS

You cannot be evicted in retaliation for exercising any of the following legal rights:

- Reporting a serious code violation to a landlord or public official;
- Lawfully withholding rent;
- Meeting with or organizing other tenants.

Your landlord cannot evict you if you can prove the reason for the eviction was that you exercised one of these legal rights. If an eviction is begun within six months after one of these actions, it will be considered retaliatory unless your landlord can show some other good reason for the eviction, for example, if you owe more than one week's rent at the time of the eviction. Keep copies of everything that you give to your landlord or to officials.

Landlords cannot refuse to rent to anyone because of race, creed, age, sex, color, national origin, marital status, physical or mental handicap, or to families with children. For more information, contact THE FAIR HOUSING PROJECT at NH LEGAL ASSISTANCE (1-800-921-1115) or the NH HUMAN RIGHTS COMMISSION (271-2767).

More info at: **LARC (Legal Advice and Referral Center)**

LARC, 48 South Main Street, Concord, NH 03301

1-800-639-5290 or 603-224-3333 ~ http://www.larcnh.org/Home/PublicWeb/GetAssistance

Also refer to the NASHUA HOUSING CODE

Available at Community Development Division, Code Enforcement Department

City Hall, 229 Main Street, 2nd floor, PO Box 2019, Nashua NH 03061-2019

603-589-3100 ~ www.gonashua.com

The Eviction Process

This information is based on the law in effect at the time of publication. It is issued as a public service for general information only, and is not a substitute for legal advice about the facts of your particular situation.

Information taken from LARC website (Dec. 2008)

If you rent, your landlord cannot force you to leave your unit unless he goes through the court system and uses the eviction process.

- In order to evict, a landlord must always follow the correct procedure
- In most situations, he must prove that he has good cause to evict
- You must be given written notice at the beginning
- You have a right to a court hearing

WRITTEN NOTICE

Notice to quit

In all evictions your landlord must serve you with a notice to quit. This is the actual eviction notice. If the eviction is for non-payment, you will first receive a demand for rent. See Non-payment Evictions below. Both notices must be in writing.

- The notice must be handed to you or to someone in your family, or left at your home (a sheriff does not have to serve it).
- The notice must tell you the specific reason for the eviction.
- The notice must tell you the day you have to leave.
- The notice must give you at least 7 days to leave if the reason for the eviction is because:
  - Your rent is unpaid;
  - You or your guests have done something that threatens the health or safety of other tenants or the landlord; or
  - You or your guests have caused substantial damage to the premises.
- If the reason is anything else, the notice must give you at least 30 days to leave.
- If the reason is nonpayment of rent, the notice to quit must tell you of your right to avoid eviction by paying the rent that is owed, plus $15.

If a landlord fails to take any of the steps described above, a tenant can ask the court to dismiss (drop) the eviction.

THE COURT PROCESS

You do not have to move out by the date the notice to quit expires. Only a judge can issue an order requiring you to move out, and a landlord cannot force you to leave against your will without a court order.

Landlord/Tenant Writ

If you have not left by the time the notice to quit expires, the landlord can begin the legal process at the District Court.

- The sheriff will serve a writ, either by handing it to you or to someone in your family, or by leaving it at your home.
- Read the entire writ carefully. The first paragraph will tell you the deadline for requesting a hearing. You do NOT have to leave by this date, and this is NOT the date of your hearing.

If you want a court hearing to challenge the eviction or to ask for more time, you must ask for a hearing before the date on the writ. If the writ says that your landlord is asking for unpaid rent, the hearing may also result in a money judgment which can be enforced against you. The most your landlord can ask for at this point is $1500. Unless you agree with the amount the landlord claims you owe, you should ask for a hearing, even if you have already moved.

Appearance form

You request a hearing by filing an appearance form on or before the date stated on the writ. This is a simple form that you get from the court. You need to fill out the appearance form, leave it with the clerk, and send a copy to the landlord or the landlord's attorney. After you file your appearance, the court will notify you by mail telling you the date of your hearing, which will usually be within the next 10 days. If you want your hearing recorded you can check a box on the appearance form.

Discovery

Discovery is how you find out more about the evidence your landlord has against you. You do this by asking the landlord written questions (interrogatories) about your case, which he is required to answer. If you have sent interrogatories and your landlord has not responded in time, you have the right to ask the court to postpone the date of your eviction hearing until your questions have been answered. For more information about using discovery, please call LARC, or visit the Housing section of our website and click on "Discovery Information Sheet."

GOING TO COURT

IF YOU MAKE AN AGREEMENT BEFORE THE HEARING, PROTECT YOURSELF BY GETTING IT IN WRITING. IF YOUR LANDLORD HAS AGREED TO WITHDRAW THE CASE, CHECK WITH THE COURT BEFORE THE DEADLINE TO MAKE SURE.

What the landlord must do to evict

In most cases your landlord has to have good cause to evict you. The notice to quit must state the specific reason for the eviction. At the eviction hearing, your landlord must prove that you are being evicted for one of the reasons stated in the notice to quit. If he cannot prove the reason that was stated on the notice to quit, or if the reason is really something else, the court should not allow the eviction. Your landlord may only evict you by proving one of the following reasons:

- Nonpayment of rent;
- Substantial damage to the premises;
- Lead paint hazard [call LARC if this is the stated reason];
- Other good cause (when you don't have a written lease). Before beginning an eviction for something that you did wrong, the landlord must first give you a written warning.
- Violation of the lease;
- Behavior of the tenant or members of the tenant's family that harms the health or safety of others;

Generally, "good cause" evictions only apply to month-to-month tenancies. Good cause does not always mean something that you did wrong. The landlord can have a legitimate business reason for needing you to move; in that case, a warning is not required. If you have a written lease, you generally cannot be evicted for good cause during the term of the lease, but only for violations of the written lease itself.

Tenant's defenses

To win the right to stay in your rental property, you must convince the court:

- That the reasons stated on the notice to quit are not true; or
- That the landlord has not followed the correct procedure (see the section WRITTEN NOTICE); or

EVICTION PROCESS

- That the landlord does not have good cause to evict you; or
- In an eviction for nonpayment of rent, that you do not owe the money.

NON-PAYMENT EVICTIONS

Demand for rent

If you are being evicted for not paying rent, the first notice you should receive is a demand for rent.

- The demand tells you how much rent you owe
- The demand cannot ask for more rent than you actually owe
- The demand must be handed to you or to someone in your family, or left at your home
- You should receive the demand before the notice to quit or at the same time

Notice to quit in non-payment cases

After the demand for rent, you should still receive a notice to quit. The notice must tell you:

- The day you have to leave
- The specific reason for the eviction
- That you have the right to avoid the eviction by paying the rent owed plus $15 by the time the notice to quit expires.

In a non-payment eviction, the only money a landlord can ask for is unpaid rent. To prove that you do not owe the landlord money, and to be able to stay, there are several defenses that you may raise. The defenses include that:

- You do not owe the rent the landlord claims you owe; or
- You were rent withholding (see our "Tenant Rights" pamphlet for details); or
- The landlord owes you more than you owe the landlord. Your landlord might owe you money due to:
  - Violations of the security deposit law (see our "Security Deposit" pamphlet);
  - Poor conditions in your apartment which made it worth much less than the rent your landlord charged;
  - Violations of RSA 540-A, for locking you out or shutting off your utilities (see our Tenant Rights pamphlet);
  - Money your landlord owes you for any other reason.

You must notify the court and the landlord by the return date on the writ if you want to raise defenses that will reduce the amount of money you owe the landlord. You do this by writing on the appearance form that you intend to raise these defenses (see the section Appearance form). Before you raise any of these defenses, please call LARC for further assistance.

Retaliation

Your landlord cannot evict you in retaliation for:

- Organizing other tenants,
- Reporting housing code violations; or
- Withholding your rent in order to get repairs made

Discrimination

It is unlawful for your landlord to evict you if you are being treated differently because of your:

- Age
- Race
- Color
- Familial status
- Mental disability
- Sex
- Creed
- Marital status
- Physical disability
- National origin

Retaliation or discrimination can be defenses that can defeat an eviction. See our "Tenant Rights" pamphlet for details.

Discretionary stay

In all evictions, the court has the authority to grant a stay of up to 90 days – during that time the writ of possession is "stayed" (delayed) by the court. The judge may grant all, none, or part of the 90 days allowed by law. You **MUST** pay rent weekly in advance during the stay period. **If you miss a payment, the landlord can immediately go back to the court and obtain a writ of possession.** If you want to ask the judge for more time, you should do so before the hearing is over. Try to give the judge good reasons for letting you stay - among other things, the judge can consider:

- How hard you have tried to find a new place
- Whether you can pay rent during the stay
- Whether a delay will harm the landlord
- How difficult it will be for you to move right away
- Whether your children will have to change schools
- Whether you have a definite date for moving

If the court grants a delay, at the end of the stay period the landlord still must serve you with a writ of possession.

WRIT OF POSSESSION

If you lose at the hearing or if you are defaulted (for not filing an appearance or for not coming to the hearing), the court will issue a writ of possession. This writ gives your landlord the right to remove you from the property. You may receive a warning or a visit from the sheriff first, and then the sheriff will return to remove you from the property. It is best to remove your personal property before this happens. Until the writ of possession is served on you by the sheriff, it is unlawful for your landlord to force you to leave the property. If your landlord locks you out, shuts off your utilities, or tries to make you leave without going through the eviction process, he is violating the law – you can go to your District Court, ask for a 540-A petition, and request the court to order your landlord to stop. See our "Tenant Rights" pamphlet for more information.

PERSONAL PROPERTY

If you leave any of your property behind when you move, your landlord is still legally obligated to take care of your personal property for 28 days after you move out. After the writ of possession, you can no longer come and go as you please, but your landlord must cooperate in making arrangements for you to come back to get your belongings. This usually means calling your landlord for an appointment to pick up your property. During these 28 days, the landlord must allow you to return for your property upon request, without requiring payment of any rent or storage fees. After 28 days, the landlord may dispose of your belongings without notice to you.

APPEAL

You can appeal your case to the NH Supreme Court. To be able to appeal, you must file a notice of intent to appeal with the District Court within 7 days of the date on the notice of judgment, followed by a formal appeal to the Supreme Court within 30 days of the judgment. Please call LARC for more information.

Security Deposits

This information is based on the law in effect at the time of publication. It is issued as a public service for general information only, and is not a substitute for legal advice about the facts of your particular situation.

Information taken from LARC website (May 2009)

What is a security deposit?

A security deposit is any money that you give to your landlord, other than your monthly rental payment. Even if your landlord calls the money a deposit for cleaning, pets, or keys, or the last month's rent, the law considers it to be a security deposit. Security deposits are regulated by state law (RSA 540-A:5-8).

Who is protected?

All tenants are protected by this law EXCEPT:

- Tenants who rent a single family home from a landlord who does not own any other rental property;
- Tenants under the age of 60 who live in a building with less than six apartments and whose landlord lives in the same building; and
- Tenants in business, vacation, or recreational rentals.

Even if your tenancy is not covered under the law, your landlord is still obligated to return your deposit after you move out, minus unpaid rent and/or repair costs. If your security deposit is not returned, you still may sue your landlord, although you may not be entitled to the special penalties provided by New Hampshire's security deposit law

What is the maximum deposit a landlord can require?

A landlord cannot require you to pay a security deposit greater than one month's rent or $100, whichever amount is larger. If your landlord demands first and last month's rent, plus a security deposit, this may be a violation of the law.

Your landlord is required to give you a receipt

When you pay a security deposit, the landlord is required to give you a signed receipt. The receipt must inform you:

- At which bank your deposit is kept; and
- That you have five days to give your landlord a list of defects and damages that were in the apartment when you moved in.

Where will your money be kept?

Any security deposit you pay remains your property. The landlord is required to hold your money in trust for you. The landlord must not mix the landlord's personal funds with your security deposit, but may mix the security deposits of all tenants in a single account.

Earning interest on your deposit

If your landlord holds your deposit for more than one year, he or she must pay you the amount of interest earned on the money in the savings account where it was deposited. You should get this money when your deposit is returned. Every three years you can ask your landlord to pay you the interest earned on your deposit. You must do this at least 30 days before the end of the three-year anniversary of your tenancy. The landlord then has 15 days after the end of that year's tenancy to give you the interest earned on your deposit.

When your landlord sells the property, files for bankruptcy or is in foreclosure

Your security deposit is still your money, held in trust by the landlord. Any landlord who sells the property you are renting, files for bankruptcy, or is in foreclosure, must turn over all security deposits to the new owner. Contact the buyer, the foreclosing bank, or the bankruptcy court as soon as you hear that a sale, foreclosure, or bankruptcy is in process. This will alert the new owner, the bank, or the bankruptcy attorney of the need to collect the security deposit from the original landlord for you.

What happens when you move?

When you move out, you must notify your landlord in writing of your new address as soon as possible and in any event within a reasonable time. To avoid problems, it is a good practice to give this notice on or before the day you move. The landlord has 30 days from the end of the tenancy to: 1. Return your full deposit with any interest owed; or 2. Return your deposit minus any permitted deductions.

What may a landlord deduct from your deposit?

Your landlord may deduct any or all of the following expenses from your security deposit:

- Any rent that is still owed;
- The cost to repair any damages to the apartment or leased premises caused by you or your guests; and
- The tenant's share of increases in real estate taxes (but only if a written agreement requires this).

Your landlord is required to provide you with an itemized list of any damages deducted from your deposit.

An itemized list of damages deducted from your deposit must state the exact repairs necessary to correct any damage. The landlord is further required to provide evidence or proof that the repairs have been or will be completed. Examples of evidence are: receipts for materials purchased to make repairs, labor estimates, actual invoices.

Normal wear and tear

The landlord is not permitted to charge you for "normal wear and tear" to the premises. Whether or not something is considered damages or the result of normal wear depends on all the facts. Certain things like crayon marks, holes in the walls, and broken windows will usually be considered damages. Other

Security Deposits

things, such as worn carpeting or linoleum, usually will be considered normal wear and tear. If you go to court, the judge will decide whether something is normal wear and tear.

Protecting yourself

You can protect yourself best by making a complete inspection of the apartment, with a friend as a witness, and writing down all of the problems in the apartment. Send a copy of this list to your landlord within 5 days of when you move in. Do the same thing when you move out. Whether or not the law protects you, you can take steps to protect yourself.

Remember to:

- Get a receipt for your deposit.
- Make a list of defects and damages when you move in.
- Give a copy of the list to your landlord and keep one for yourself.
- Give as much notice as possible of the date you intend to vacate.
- Clean your apartment and remove excess trash when you move out so the landlord cannot claim damages for "cleaning."
- Make a list of the conditions when you leave. Have a friend go through the apartment with you so you have a witness in case you have to go to court. (If possible, go through the apartment with your landlord.)
- Leave your new address with the landlord so he or she can return your deposit.

Suing to get your money back

Within 30 days from when your tenancy ends, your landlord must return your full security deposit, or the portion left after deductions for unpaid rent and/or the cost of repairs. You can sue your landlord in small claims court if you do not get your security deposit back within 30 days. Before you file a lawsuit, send your landlord a letter asking for your money back. Make sure that the letter contains your new address, and that you keep a copy for yourself. If you decide to sue, call LARC to request the **How To Sue In Small Claims Court** pamphlet. Remember, your suit could give your landlord the chance to claim that you owe him or her additional money. You should be prepared to go to court with evidence in support of your case, including proof that you paid your rent, and that you and your guests did not cause damage to the apartment.

Double Damages

You may sue your landlord for twice the amount of your security deposit for failing to:

- Pay interest;
- Return your security deposit (in order to recover double damages, you must have notified the landlord of your new address within a "reasonable time" – reasonable time has not been defined, but you should probably send notice within 30 days of moving out);
- Provide an itemized list of damages deducted from your deposit.

Special Damages

You may sue your landlord for actual damages or $1,000, whichever is greater, plus costs and attorney's fees, for the following violations:

- Requiring a security deposit greater than permitted by law;
- Failing to provide a signed receipt and notice that tenant has five days to notify landlord of defects in the apartment;
- Mixing your security deposit with the landlord's own money;
- Failing to transfer your deposit and notify you of the transfer when the property is sold, foreclosed or goes into bankruptcy.
- If you can prove that the act was a willful or knowing violation, the court may award as much as three times the amount of damages.

Landlord's rights

Your landlord can sue you if the deposit was not enough to pay for damages and/or rent owed. Your deposit could become the landlord's property after 6 months if you fail to communicate your new address.

If you are facing eviction

If your landlord tries to evict you and sues for back rent in the same action, you can make a counterclaim for any damages you are owed for security deposit violations (and other possible counterclaims). When you file your appearance in the eviction action, you need to notify the court and your landlord, on the appearance form, of your counterclaim for damages. Then, when the eviction case is decided, the court will also decide on your security deposit damages. Any damages you are entitled to will be deducted from any award your landlord gets for back rent, and if your damages are greater than the rent claim, you might even win the eviction. See our pamplet *The Eviction Process.*

Remember, before you sue:

- NOTIFY the landlord or your new address.
- CONSIDER the claims the landlord could make against you.
- SEND the landlord a letter asking for your money back.
- CALL LARC to request the *Small Claims Court* pamphlet.

More info at: **LARC (Legal Advice and Referral Center)**

LARC, 48 South Main Street, Concord, NH 03301

1-800-639-5290 or 603-224-3333 ~ http://www.larcnh.org/Home/PublicWeb/GetAssistance

Also refer to the NASHUA HOUSING CODE

Available at Community Development Division, Code Enforcement Department

City Hall, 229 Main Street, 2nd floor, PO Box 2019, Nashua NH 03061-2019 ~ 603-589-3100 ~ www.gonashua.com

LEGAL INFORMATION

How can I find a lawyer in a civil matter when I don't have any money?

The following organizations may be able to help you:

- Legal Advice and Referral Center at **1-800-639-5290**
- Lawyer Referral Service of the New Hampshire Bar Association at **603-229-0002**;
- Franklin Pierce Law Center, Civil Practice Clinic at **603-225-3350**
- New Hampshire Legal Assistance at **1-800-562-3174**
- New Hampshire Trial Lawyers Association at **1-800-491-5454** and
- Disabilities Rights Center at **603-228-0432** or **1-800-834-1721**

How do I talk to a lawyer concerning my problem?

Contact Law line at 1-800-868-1212 on the 2nd Wednesday of every month from 7-9 p.m. for free legal advice.

Information obtained from the NH Attorney General's Office (Web Page 9/2012)

TITLE LV
PROCEEDINGS IN SPECIAL CASES

CHAPTER 540
ACTIONS AGAINST TENANTS

Section 540:2

540:2 Termination of Tenancy. –

I. The lessor or owner of nonrestricted property may terminate any tenancy by giving to the tenant or occupant a notice in writing to quit the premises in accordance with RSA 540:3 and 5.

II. The lessor or owner of restricted property may terminate any tenancy by giving to the tenant or occupant a notice in writing to quit the premises in accordance with RSA 540:3 and 5, but only for one of the following reasons:

(a) Neglect or refusal to pay rent due and in arrears, upon demand.

(b) Substantial damage to the premises by the tenant, members of his household, or guests.

(c) Failure of the tenant to comply with a material term of the lease.

(d) Behavior of the tenant or members of his family which adversely affects the health or safety of the other tenants or the landlord or his representatives, or failure of the tenant to accept suitable temporary relocation due to lead-based paint hazard abatement, as set forth in RSA 130-A:8-a, I.

(e) Other good cause.

(f) The dwelling unit contains a lead exposure-hazard which the owner will abate by:

(1) Methods other than interim controls or encapsulation;

(2) Any other method which can reasonably be expected to take more than 30 days to perform; or

(3) Removing the dwelling unit from the residential rental market.

(g) Willful failure by the tenant to prepare the unit for remediation of an infestation of insects or rodents, including bed bugs, after receipt of reasonable written notice of the required preparations and reasonable time to complete them.

III. If the grounds for eviction is other good cause as set forth in paragraph II(e) of this section, and such cause is based on the actions or inactions of the tenant, members of his family, or guests, the landlord shall, prior to the issuance of the eviction notice, provide the tenant with written notice stating that in the future such actions or inactions would constitute grounds for eviction. Such notice shall be served in accordance with RSA 540:5 or by certified mail.

IV. A tenant's refusal to agree to a change in the existing rental agreement calling for an increase in the amount of rent shall constitute good cause for eviction under paragraph II(e) of this section, provided that the landlord provided the tenant with written notice of the amount and effective date of the rent increase at least 30 days prior to the effective date of the increase.

V. "Other good cause" as set forth in paragraph II(e) of this section includes, but is not limited to, any legitimate business or economic reason and need not be based on the action or inaction of the tenant, members of his family, or guests.

VI. No tenancy shall be terminated for nonpayment of rent if:

(a) The tenant was forced to take over the landlord's utility payments in order to prevent utility services, which the landlord agreed to provide, from being terminated;

(b) The amount of rent which the tenant is in arrears does not exceed the amount paid by the

tenant to maintain utility service to the tenant's premises; and

(c) The tenant has receipts from the utility company or other proof of payment of the amount paid to maintain utility service.

VII. (a) No lessor or owner of restricted property shall terminate a tenancy solely based on a tenant or a household member of a tenant having been a victim of domestic violence as defined in RSA 173-B, sexual assault as defined in RSA 632-A, or stalking as defined in RSA 633:3-a, provided that the tenant or household member of a tenant who is the victim provides the lessor or owner with written verification that the tenant or household member of a tenant who is the victim has obtained a valid protective order against the perpetrator of the domestic violence, sexual assault, or stalking.

(b) A tenant who has obtained a protective order from a court of competent jurisdiction granting him or her possession of a dwelling to the exclusion of one or more other tenants or household members may request that a lock be replaced or configured for a new key at the tenant's expense. The lessor or owner shall, if provided a copy of the protective order, comply with the request and shall not give copies of the new keys to the tenant or household member restrained or excluded by the protective order.

(c) A lessor or owner who replaces a lock or configures a lock for a new key in accordance with subparagraph (b) shall not be liable for any damages that result directly from the lock replacement or reconfiguration.

(d) If, after a hearing in the possessory action, the court finds that there are grounds under this section to evict the tenant or household member accused of the domestic violence, sexual assault, or stalking, it may issue a judgment in favor of the lessor or owner of the property against the person accused, and allow the tenancy of the remainder of the residents to continue undisturbed. The lessor or owner of the rental unit at issue in the possessory action shall have the right to bar the person accused of the domestic violence, sexual assault, or stalking from the unit and from the lessor's or owner's property once judgment in the possessory action becomes final against such person. Thereafter, and notwithstanding RSA 635:2, the person's entry upon the lessor's or owner's property after being notified in writing that he or she has been barred from the property shall constitute a trespass.

(e) Nothing in this section shall preclude eviction for nonpayment of rent. A landlord may evict on any grounds set forth in RSA 540:2, II which are unrelated to domestic violence, sexual assault, or stalking.

(f) The defense set forth in subparagraph VII(a) shall be an affirmative defense to possessory actions brought pursuant to subparagraph II(b), (c), (d), or (e) of this section.

Source. RS 209:1. CS 222:1. GS 231:1. GL 250:1. PS 246:2. PL 357:2. RL 413:2. RSA 540:2. 1985, 249:2. 1993, 325:5, 6. 1996, 139:2. 2006, 192:1, eff. Jan. 1, 2007. 2010, 285:1, eff. Oct. 6, 2010. 2013, 48:7, eff. Jan. 1, 2014.

Certificate of Compliance/Updates to Housing Code

To: Sarah Marchant, Community Development Division Director

From: Kyle Metcalf, Code Officer II

Date: December 15, 2015

Cc: Code Manager Nelson Ortega

Subject: Certificate of Compliance program/ Updates to Housing Code

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Currently the City of Nashua Code department is researching the viability of a certificate of compliance program and updates to the current housing code.

There has been a growing importance on preventing and detecting violations of city and state housing related laws and regulations.

A primary method of accomplishing this task would be the creation of housing certificate of compliance program.

The COC program would be modeled after other successful communities throughout New England who have adopted a COC program.

The COC program would require a $25 fee per unit for any rental property in the city limits. The owner of the property or their designee would submit the annual registration, which triggers an inspection with the Code Department.

A code official would respond to the property with a guideline checklist of property standards for rental property owners and inspect each unit for compliance.

If violations are noted then the protocol would be to work with the owner to remedy the violations in a timely fashion. If the owner failed to take the required corrective action then a violation level complaint would be served upon the owner.

In regards to updates to the housing codes we could include an ordinance that requires carbon monoxide detection, strengthen the reprisal ordinance, and potentially adding a vacant property registration ordinance.

Respectfully Submitted,

Kyle W. Metcalf`

CITY OF NASHUA

DIVISION OF PUBLIC HEALTH & COMMUNITY SERVICES

ENVIRONMENTAL HEALTH DEPARTMENT

MEMORANDUM

TO: KERRAN VIGROUX, DIRECTOR, DIVISION OF PUBLIC HEALTH & COMMUNITY SERVICE

FROM: HEIDI E. PEEK-KUKULKA, HEALTH OFFICER/MANAGER, ENVIRONMENTAL HEALTH

SUBJECT: LEGISLATION PERTAINING TO ROOMING HOUSES, MOTELS

DATE: 21 DECEMBER 2015

As we look into implementing a housing inspection program that is more proactive and not solely complaint-driven, we want to ensure that Nashua enforcement agencies have the authority to inspect all entities that are being used as housing. Nashua does not currently license hotels, motels or rooming houses. Attached are ordinances from two NH cities that are comparable to Nashua. First is Chapter 9 of Portsmouth's Ordinances, including Article VIII: Boarding Houses. Second is Chapter 27 of Concord's Ordinances which requires permits for rooming houses, hotels and motels.

In addition to establishing a more proactive housing program, it is increasingly clear that Nashua's affordable hotels, motels and rooming houses have become long-term housing. Enforcement agencies are challenged by trying to apply current housing codes to units that do not strictly meet the definitions within those codes. We would like to enact similar legislation to enable enforcement actions that adequately identify and address long-term housing in Nashua and ensure health, safety and sanitation for those tenants.

CHAPTER 9

MISCELLANEOUS PUBLIC WELFARE

Article I	Disorderly Houses	9.101 - 9.102
Article II	Reserved	
Article III	Regulation of Minors	9.301 - 9.302
Article IV	Removal of Excrement	9.401 - 9.402
Article V	Public Way Obstructions, Placement and Registration	9.501 - 9.511
Article VI	City Plants or Property	9.601 - 9.602
Article VII	Municipal Facilities for Skateboarding or Rollerblading or Rollerskiing	9.701 – 9.704
Article VIII	Boarding Houses	9.801 – 9.805

Article I: DISORDERLY HOUSES

Section 9.101: PROHIBITED

No person shall keep or maintain or continue any disorderly house or shop or house of ill fame in this City.

Section 9.102: PENALTY

If any person shall violate the provisions of this Ordinance, he shall be fined not less than $1.00 nor more than $100.00 for each day he shall keep, maintain, or continue any such disorderly house, shop or house of ill fame.

Not an official copy

Article II: **(Reserved for future use; Deleted in entirety 10/22/2012)**

Not an official copy

ARTICLE III: REGULATION OF MINORS

Section 9.301: CURFEW

The curfew regulations as set forth in the N.H. RSA, Chapter 571, Section 8-11 inclusive are hereby adopted by the City of Portsmouth.

Section 9.302: SUPERVISION OF BUSINESS PREMISES

No business premises shall be open to the public after the hours of 6:00 p.m. unless the proprietor or his agent or employee is present to supervise activities on the premises.

Not an official copy

ARTICLE IV: RESERVED FOR FUTURE USE

(Article entitled Removal of Dog Excrement deleted in its entirety 5/16/05)

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ARTICLE V: PUBLIC WAY OBSTRUCTIONS, PLACEMENT & REGISTRATION

Section 9.501: DEFINITIONS

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

A. "City": The City of Portsmouth.

B. "Newspaper or new periodical": a daily or weekly publication containing all of the following: current news, editorials, feature articles and advertising.

C. "Newsrack": Any self-service or coin-operated box, container, storage unit or other dispenser installed, used, or maintained for the display and sale of newspapers or news periodicals.

D. "Public Way Obstruction": Any object which in any way obstructs the free passage of pedestrians, wheelchairs or vehicles on the streets, sidewalks or roadways.

Section 9.502: CERTAIN PUBLIC WAY OBSTRUCTIONS PROHIBITED

A. No person shall install, use, attach or maintain any public way obstruction which projects onto, into or over any part of the roadway of any public street.

B. No person shall install, use attach or maintain any public way obstruction which in whole or in part rests upon, in or over any public sidewalk, when such installation, use or maintenance endangers the safety of persons or property, or when such site or location is used for public utility purposes, public transportation purposes or other governmental use, or when such public way obstruction unreasonably interferes with or impedes the flow of pedestrian or vehicular traffic, including any legally parked or stopped vehicle, the ingress into or egress from any residence or place of business, or the use of poles, posts, traffic signs or signals, hydrants, mailboxes, or other objects permitted at or near said location.

Section 9.503: LICENSING OF LOCATION – NEWSRACK LIMITED EXCEPTION

A. No person shall install or maintain any public way obstruction which in whole or in part rests upon, in or over any public sidewalk, except newsracks, without first applying for an being granted a license from the City Council. The license application shall include the following:

1. The physical dimensions of the public way obstruction.

2. The name, address and telephone number of the person or company responsible for the obstruction.

3. A diagram showing the location of the obstruction and the dimensions of the sidewalk upon which it is to be located.

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Newsracks shall require the submission of license application, but the license shall be granted by the City Clerk on a ministerial basis without the requirement of City Council approval. Newsracks must comply with the remaining provisions of this ordinance.

Section 9.504: STANDARDS FOR INSTALLATION, MAINTENANCE & OPERATION

Any public way obstruction which in whole or in part rests upon, in or over any public sidewalk or parkway shall comply with the following standards:

A. Public way obstructions must be licensed individually by location.

B. The City shall issue a proof of license in the form of a sticker or decal which must be attached to the obstruction at all times.

C. Fees to be determined in accordance with Chapter 1, Article XVI or similar wording. (Amended 3/18/2002).

D. All licenses must be renewed annually prior to March 1st.

E. Unlicensed newsracks or public way obstructions will be considered abandoned and subject to removal without notice.

F. All licenses are non-transferable.

Section 9.506: HOLD HARMLESS AND INSURANCE

Every person or other entity which places or maintains a public way obstruction on a public sidewalk, parkway, roadway or street in the City shall file a written statement with the City Clerk satisfactory to the City Attorney, whereby he/she, or it agrees to indemnify and hold harmless the City, its officers, City Council Members and employees, from any loss or liability or damage, including expenses and costs, for bodily or personal injury, and for property damage sustained by any person as a result of the installation, use, or maintenance of the public way obstruction within the City. A Certificate of Insurance in a form approved by the City Attorney indicating no less than one million dollars ($1,000,000) in general liability insurance coverage and naming the City as an additional insured shall be maintained on file with the City Clerk by each such person or entity.

Section 9.507: REMOVAL OF NEWSRACK OR PUBLIC WAY OBSTRUCTION

The City Manager or his/her designee shall remove any public way obstruction placed on any street, sidewalk, parkway or roadway in violation of this ordinance.

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Section 9.508: SEVERABILITY

The provisions of this ordnance are severable. If any provision of this ordinance or its application to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application.

Section 9.509: INJUNCTION

Any violation of this ordinance is hereby declared to be a nuisance. In addition to any other relief provided by this ordinance, the City Attorney may apply to a Court of competent jurisdiction of an injunction to prohibit the continuation of any violation of this ordinance. Such application for relief may include seeking a temporary restraining order, preliminary injunction and permanent injunction.

Section 9.510: DAMAGE TO PUBLIC WAY OBSTRUCTIONS

Any damage to public way obstructions, whether or not properly licensed, by any cause whatsoever, including snowplowing and removal, will be at the sole expense of the owner.

Section 9.511: PENALTY

Any person, firm or corporation violating any provision of this ordinance shall be fined $100.00 for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(Adopted Ordinance by deleting in it's entirety and replaced with new text 12/4/2000)

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Article VI: CITY PLANTS OR PROPERTY

Section 9.601: DAMAGE TO CITY PLANTS OR PROPERTY

No person shall wantonly or willfully destroy shrubbery, pull up, bend or mar growing trees or otherwise injure or cause to be injured any shrubs, flowers or trees on City property maintained by the City, or shall wantonly or willfully damage or deface any other property of the City or of any department thereof.

Section 9.602: PENALTY

Any person violating any provision of this ordinance shall be subject to a fine or penalty in the amount of $100.00.

(Article VI Adopted in its entirety 1/9/95)

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Article VII: MUNICIPAL FACILITIES FOR SKATEBOARDING OR ROLLERBLADING OR ROLLERSKIING

Section 9.701: APPLICATION

This ordinance is adopted pursuant to the provisions of RSA 507-B:11 for the purpose of requiring the use of certain safety equipment at any facility owned or operated by the City, or any subdivision of the City, for skateboarding or rollerblading, or rollerskiing and to secure the protection from liability for the City afforded by that statute.

Section 9.702: MANDATE

No person shall be permitted to ride a skateboard or rollerblade or rollerski at any recreational facility owned or operated by the City or any of its subdivisions for those purposes unless that person is wearing a helmet, elbow pads, and kneepads.

Section 9.703: PENALTY

Any person violating the provisions of this ordinance shall be subject to a fifty dollar ($50.00) fine upon conviction of that violation.

Section 9.704: POSTING

Signs shall be posted at any facility described in this ordinance to afford reasonable notice that any person riding a skateboard or rollerblading or rollerskiing at the facility must wear a helmet, elbow pads and knee pads and that any person failing to do so will be subject to the penalties provided by the ordinance.

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Article VIII: BOARDING HOUSES (Adopted 09-17-2007)

Section 9.801: DEFINITION

The term Boarding House shall apply to any residential structure in which more than 3 rooms are rented, leased or otherwise made available to tenants where such rooms do not contain separate bathroom facilities.

Section 9.802: PERMIT REQUIRED

Commencing January 1, 2008 every Boarding House in the City shall operate only on the issuance of a Boarding House permit issued by the City Council. Each such permit issued by the City Council shall be for a one year period commencing from the date of issuance and must be renewed annually by the owner of the property on which the Boarding House is located by application to the City Council. The Boarding House permit shall not be transferable.

Section 9.803: TERMS AND CONDITIONS

The terms and conditions under which the holder of any such Board House permit shall operate are as follows:

A. The permit holder must maintain compliance with all City and State laws regarding such facilities including but not limited to the zoning ordinance, fire code and health regulations of the City.

B. There must be posted at all times at the front entrance of the facility a sign indicating 24 hour, seven days a week, valid and effective contact information for the management of the facility.

C. The permit holder must maintain the facility in such a manner so as not to cause unreasonable interference with the use and occupancy of other properties in the vicinity of the facility.

Section 9.804: PERMIT RENEWAL

Prior to renewing the Boarding House permit for any facility, the City may conduct such investigations as it deems appropriate to determine compliance with this ordinance. Failure of the owner of the facility to comply with the provision of this ordinance shall be cause for non-renewal of the permit.

Section 9.805: ENFORCEMENT

The provisions of this ordinance may be enforced by the municipal administration utilizing any or all of the following:

A. Suspension, revocation or termination of the Boarding House permit.

B. By filing an appropriate action in a court of competent jurisdiction seeking specific performance by the permittee or property owner of the terms of this ordinance.

C. By the filing of a complaint in the Portsmouth District Court against the permittee seeking such penalties as may be allowed under state law in the case of conviction of a violation level offense.

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CHAPTER 27 - HOUSING MAINTENANCE AND OCCUPANCY CODE[1]

Footnotes:
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***Editor's note**—Section I of Ord. No. 2821, adopted March 14, 2011, amended Tit. III by deleting and replacing Ch. 27 in its entirety. Former Ch. 27 pertained to the same subject matter and derived from Ord. No. 2133, adopted Sept. 12, 1994. See the Code Comparative Table at the end of this volume for complete amendatory history.*

ARTICLE 27-1 - HOUSING MAINTENANCE AND OCCUPANCY CODE

27-1-1 - Housing Maintenance and Occupancy Standards.

The International Property Maintenance Code/2009 as amended by this Article is hereby adopted and together with this Article, shall be known as the Housing Maintenance and Occupancy Code of the City of Concord. The rental, maintenance and occupancy of all residential property shall, from the effective date of this Article, be conducted in accordance with its provisions.

(Ord. No. 2821, § I, 3-14-11)

27-1-2 - Administration and Enforcement.

The administration and enforcement of this Article shall be the duty of the Code Administrator, who is hereby authorized to take such action as may be reasonably necessary to enforce the provisions and purposes of this Article. Such persons may be appointed and authorized by the City Manager as assistants and agents of the Code Administrator as may be necessary to carry out the provisions of this Article.

(Ord. No. 2821, § I, 3-14-11)

27-1-3 - Rooming House Permit Required—Rooming Houses, Hotels, Motels.

A person shall not operate a rooming house, hotel or motel unless that person holds a valid rooming house permit issued by the Code Administrator with the operator's name and the specific property therein identified. The operator shall apply to the Code Administrator or his designee upon compliance by the operator with all applicable provisions of this Article. The permit shall be displayed in a conspicuous place within the rooming house, hotel or motel at all times. A permit is not transferable. A permit holder shall give written notice to the Code Administrator within five (5) working days after having given up or transferred ownership or control of any rooming house, hotel or motel. Such notice shall include the name and address of the person succeeding to ownership or control of the housing facility. Every rooming house permit shall expire on the first day of July of each year unless sooner suspended or revoked by the Code Administrator for failure to maintain compliance with this Article.

(Ord. No. 2821, § I, 3-14-11)

27-1-4 - Permit Fee.

The fee for a rooming house permit shall include an application fee plus an inspection fee based on the number of rooming units as listed in Schedule I; Article 1-5 of the City of Concord Code of Ordinances. The fee for a permit is nonrefundable and shall be paid at the Code Administration office at the time of application.

(Ord. No. 2821, § I, 3-14-11)

27-1-5 - Amendments to the International Property Maintenance Code/2009.

The following amendments are hereby made to the International Property Maintenance Code/2009 as adopted by Section 27-1:

Section—101 General.

101.1 Title: Delete in its entirety and replace with the following:

101.1 Title: These regulations shall be known as the Housing Maintenance and Occupancy Code of the City of Concord hereinafter referred to as "this Code".

101.2 Scope: Delete from section 101.2 Scope, the words "and non-residential" and "all existing premises" and replace with the following:

The provision of this code shall apply to all existing residential structures and all existing residential premises...

Section 102—Applicability.

102.3 Application of other codes: Delete from section 102.3 Application of other codes, the words "International Zoning Code." and replace with the following:

...Municipal Code of Ordinances, Chapter 28.

Section 103—Department of Property Maintenance Inspection.

Delete Section 103 in its entirety and reserve for future use.

Section 106—Violations.

Delete Section 106—Violations in its entirety and replace with the following:

106.1 Unlawful Acts: A person, firm or corporation shall not erect, construct, alter, extend, repair, remove, demolish, maintain, fail to maintain, provide, fail to provide, occupy, let to another or occupy or permit another person to occupy any structure or equipment regulated by this code or cause same to be done, contrary to or in conflict with or in violation of any of the provisions of this code, or to fail to obey a lawful order of the code official, or to remove or deface a placard or notice posted under the provisions of this code.

106.2 Violations: Whenever a violation of this Housing Maintenance and Occupancy Code occurs or is alleged to occur, any person may file a written complaint. Such complaint, stating fully the cause and basis thereof, shall be filed with and recorded by the Code Administrator. Upon being informed of a possible violation or upon personal initiative, the Code Administrator may make or cause to be made an investigation of the alleged violation. If the Code Administrator determines that there is a violation, the Code Administrator may issue an order to the person responsible for the violation as provided for in RSA 676:17-a, that the violator cease and desist or otherwise abate said violation, or may give notice as provided for in RSA 676:17-b, informing the person responsible that a violation exists and ordering that violator abate said violation within a reasonable time as determined by the Code Administrator. If after such notice and order such violation has not been abated within the time specified, the Code Administrator may institute injunction, abatement, or other

appropriate action as provided for in RSA 676:15 to enjoin, abate or remove said violation, or may issue a citation as provided for in RSA 676:17-b with penalties as prescribed in Section 28-9-8d of the Zoning Ordinance, or both.

106.3 Penalties: Any person or corporation, whether as principal, agent, occupant, employee, or otherwise who violates any provisions of this Housing Maintenance and Occupancy Code shall pay a civil penalty for each offense in accordance with the penalties as prescribed in Section 28-9-8d of the Zoning Ordinance.

106.4 Abatement: The imposition of the penalties herein prescribed shall not preclude the City Solicitor from instituting an appropriate action or proceeding to prevent an unlawful use or to restrain, correct or abate a violation, or to prevent the occupancy of a building or structure or a portion thereof, of any premises, or to prevent an illegal act or use in or about any premises.

Section 107—Notices and Orders.

107.1 Notice to Person Responsible: Delete the words "Sections 107.2 and 107.3" and replace with "Section 106.2."

107.2 Form: Delete subsection 107.2 in its entirety and replace with the following:

107.2 Disregard of Notice. Any person who has been issued a notice of noncompliance and who refuses or neglects to comply with the requirements of the order to abate the noncomplying condition, shall be guilty of a separate offense for failure to comply with the order, and shall be subject to the penalties and abatement procedures of Sections 106.3 and 106.4.

107.3 Method of Service: Delete subsection 107.3 in its entirety.

107.5 Penalties: Delete section 107.5 Penalties in its entirety and reserve for future use.

Section 108—Unsafe Structures and Equipment.

108.1 General: In the first sentence of section 108.1, after "such structure shall be" add the following words:

"posted as "Uninhabitable" or "Condemned".

108.3. Notice: In the first sentence of section 108.3, after "in accordance with" delete the reference to section 107.3 and substitute the following section:

Section 106.2, Notice of Violation posted as "Uninhabitable" or "Condemned".

and

Delete the last sentence in Section 108.3 Notice.

108.4 Placarding: Add the words "or Uninhabitable" after the word "Condemned".

108.4.1 Placard removal: In the first sentence after the words: "Any occupied structure condemned...." add the following words:

"or designated uninhabitable"

108.5 Prohibited occupancy: In the first sentence after the words: "Any occupied structure

condemned...." add the following words:

"or designated uninhabitable"

Section 111—Means of Appeal.

Delete entire section and replace with the following:

111.1 Means of appeal. Appeals from any decision of the Code Administrator made under the provisions of this code shall be to the Board of Appeals established by Article 26-4 of the Building Code and shall be governed by the provision of that article and RSA 673, 674 and 677.

Section 112—Stop Work Order.

112.4 Failure to Comply: Delete "...of not less than [Amount] dollars or more than [Amount] dollars." and replace with:

"...pursuant to RSA 676:17 and Section 106.3 of this code."

Section 202—General Definitions.

Section 202, General Definitions: Strike the definition of "Code Officer" and "Condemn" and add the following:

Code official: Code Administrator

Condemn: To adjudge unfit for use or service

Section 202, General Definitions: Add the following definitions:

Public Nuisance: Public nuisance includes, but is not limited to, the following:

1. The physical condition or occupancy of any premises regarded as a public nuisance at common law; or
2. Any physical condition or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations and unsafe fences or structures; or
3. Any premises that has unsanitary sewerage or plumbing facilities; or
4. Any premises designated as unsafe for human habitation; or
5. Any premises that is manifestly capable of being a fire hazard, or is manifestly unsafe or unsecure so as to endanger life, limb or property; or
6. Any premises from which the plumbing, heating or facilities required by this code have been removed, or from which utilities have been disconnected, destroyed, removed or rendered ineffective, or the required precautions against trespassers have not been provided; or
7. Any premises that is unsanitary, or that is littered with rubbish or garbage, or that has an uncontrolled growth of weeds; or
8. Any structure that is in a state of dilapidation, deterioration or decay; faulty construction; overcrowded; open, vacant or abandoned; damaged by fire to the extent so as not to provide shelter; in danger of collapse or failure; and dangerous to anyone on or near the premises.

Rental Unit: Any residential unit in a building or single-family dwelling which provides permanent or transient living facilities for one or more persons, which is occupied by tenants on a rental basis. Rental units include, but are not limited to: hotels, motels, dormitories, apartments, duplex units, rooms rented out of the home of another and single-family dwellings, so long as they are rented.

Uninhabitable: Not fit for human habitation pursuant to any appropriate section in this code or in the opinion of the code official.

Section 302—Exterior Property Areas.

302.8 Motor Vehicles: Delete this section in its entirety and replace with the following:

302.8 Motor vehicles. Except as provided for in article 28-7-16 Parking and Storage of Unregistered Vehicles, of the Zoning Ordinance, no unregistered or uninspected motor vehicle shall be parked, kept or stored on any premises and no vehicle shall at any time be in a state of major disassembly, disrepair or in the process of being stripped or dismantled.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

Add new Section 302.10 Public Nuisance as follows:

302.10 Public nuisance.

A person, firm or corporation shall not be in violation with any of the provisions as listed under public nuisance in this code.

Section 303—Swimming Pools, Spas and Hot Tubs.

303.2 Enclosures: Add the following words at the end of the first sentence:

"and openings in fence or barrier shall not allow passage of a four (4) inch diameter (102 mm) sphere."

Section 304—Exterior Structure.

304.14 Insect Screens: Delete entire section and replace with the following:

During the period from May 1 to September 30, every door, window or other outside opening utilized or required for ventilation purposes, shall be supplied with approved tightly fitting screens of not less than sixteen (16) mesh per square inch, and every swinging door shall have a self-closing device in good working condition. Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

Section 305—Interior Structure.

305.1 General: In the third sentence, delete the following words:

"...two or more non-residential occupancies"

305.1.1 Unsafe Conditions: At the end of the first sentence add the following:

"...including, but not limited to:"

Section 306—Component Serviceability.

306.1.1 Unsafe Conditions: Delete the entire section.

Section 307—Handrails and Guardrails.

307.1 General: Delete the entire section and replace with the following:

307.1 General. Handrails and guardrails in residential occupancies shall comply with the minimum standards established by the appropriate section of the most recently adopted version of NFPA 101 Life Safety Code.

Section 308—Rubbish and Garbage.

308.1 Accumulation of Rubbish or Garbage: Delete the entire section and replace with the following:

308.1 Accumulation of rubbish or garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage, including, but not limited to: furniture, mattresses, tires, electronics, appliances, glass, metal, construction debris or garbage. Enforcement of any rubbish or garbage violations will be pursuant to Articles 13-1-1 and 13-1-3 of the City of Concord Code of Ordinances, General Public Health Regulations.

308.2.1 Rubbish Storage Facilities: Delete the entire section and replace with the following:

308.2.1 Rubbish storage facilities. The owner of any dwelling containing three (3) or more dwelling units shall supply facilities or containers for the safe and sanitary storage and disposal of rubbish and garbage and shall properly place the containers for or shall otherwise arrange for the collection and removal of these items from the site within a periodic time frame to prevent any unsanitary conditions. In the case of one and two-family dwellings, the occupant shall furnish and place such facilities and containers.

308.3.1 Garbage Facilities: Delete this section in its entirety and reserve for future use.

Section 309—Pest Elimination.

309.1 Infestation: Delete the second sentence in Section 309.1 and replace with the following second sentence:

"All structures in which insects or rodents are found shall be promptly exterminated by individuals or companies licensed by the State of New Hampshire Division of Pesticide Control."

309.2 Owner: Delete entire section and replace with the following:

309.2 Owner: The owner or the owner's agent of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

309.3 Single Occupant: Delete entire section and replace with the following:

309.3 Single occupant. The occupant of a one-family dwelling structure shall be responsible for extermination on the premises.

Section 402—Light.

402.2 Common Halls and Stairways: Delete the last sentence in this section.

Section 404—Occupancy Limitations.

404.1 Privacy: Add the following subsections:

404.1.1 Sleeping room privacy. Walls should be solid, with openings such as door and windows which can be closed, so as to afford privacy for the occupants.

404.1.2 Rooming unit privacy. In rooming houses, hotels and motels, access doors to rooming units shall have approved operating locking devices to insure privacy.

404.4 Bedroom and Living Room Requirements: Delete this section and replace with the following:

404.4 Bedroom and living room requirements. Every bedroom and living room shall comply with the requirements of Sections 404.1.1 through 404.4.6.

404.4.1 Room Area: Delete this section in its entirety and add the following new section:

404.4.1 Room area. Every living room shall contain at least 120 square feet (11.2m^2) and every bedroom shall contain 70 square feet of floor area for a single occupant.

Add the following as a new section:

Section 405 - Dwelling Unit.

405.1 Dwelling unit. Nothing in this code section shall prohibit a dwelling unit from meeting the following requirements:

1. The unit shall be provided with a kitchen sink, cooking appliance (a microwave is not considered a cooking appliance per section 403.3) and a clear working space of not less than 30 inches. Light and ventilation conforming to this code shall be provided.

   Exception: If the tenant of a dwelling unit wishes to provide their own cooking appliance or refrigeration, or both, the owner of the structure shall not be responsible for repairs of the appliance or refrigeration unit.
2. Refrigeration capable of sustaining at least 40 degrees in a suitable size for the number of occupants in the unit.
3. A bathroom containing a water closet, lavatory and tub or shower.

Section 502—Required Facilities.

Delete the following sections:

502.4 Employees' facilities.

502.4.1 Drinking facilities.

502.5 Public toilet facilities.

Section 503—Toilet Rooms.

Delete the following section:

503.3 Location of employee toilet facilities.

Section 505—Water System.

505.2 Contamination: Delete the following from the section:

Shampoo basin faucets...

505.4 Water Heating Facilities: Delete the first sentence and replace with the following:

Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110;deg;F (43;deg;C) and not more than 120;deg;F (49;deg;C). Where bathtub temperature control valves are property installed, a maximum water temperature of 130;deg;F is permitted.

506.3 Grease Interceptors: Delete in its entirety.

Section 602—Heating Facilities.

602.3 Heat Supply: Insert the following dates:

"...shall supply heat during the period from September 15th to May 15th..."

Under "Exceptions: No. 1", delete the first sentence in its entirety and replace with the following first sentence:

1. When the winter outdoor temperature is below -3;deg;F for Concord, NH, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity.

602.4 Occupiable Work Spaces: Delete in its entirety and replace with the following:

602.4 Room temperature measurement. The required room temperatures shall be measured 3 feet above the floor near the center of the room and 2 feet inward from the center of each exterior wall.

602.5 Room Temperature Measurement: Delete in its entirety.

Section 604—Electrical Facilities.

604.2 Service: Add exception as follows:

Exception: An existing service may be maintained provided it is not deemed hazardous under section 604.3.

Delete the following sections entirely:

604.3.1 Abatement of electrical hazards associated with water exposure.

604.3.1.1 Electrical equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure.

Section 605—Electrical Equipment.

605.2 Receptacles: Delete this section in its entirety and replace with the following new section:

605.2 Receptacles. Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets and at least one grounded or GFCI duplex receptacle outlet. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom and kitchen shall contain at least one grounded or GFCI duplex receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection.

605.3 Luminaires: In the first sentence delete the words "public hall" and replace with "common hall."

Section 606—Elevators, Escalators and Dumbwaiters.

606.1 General: Delete in its entirety and replace with:

606.1 General. Elevators, dumbwaiters and escalators shall be maintained and inspected per the regulations of the State of New Hampshire Department of Labor, Elevator Inspection Division.

Section 702—Means of Egress.

702.1 General: Delete the last sentence in its entirety and replace with the following:

Means of egress shall comply with the most recently adopted version of NFPA 101 Life Safety Code.

702.2 Aisles: Delete this section in its entirety and replace with the following:

702.2 Aisles. The required width of aisles shall comply with the most recently adopted version of NFPA 101 Life Safety Code.

702.3 Locked Doors: Delete this section in its entirety and replace with the following:

702.3 Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the most recently adopted version of NFPA 101 Life Safety Code.

702.4 Emergency Escape Openings: Delete this section in its entirety and replace with the following:

702.4 Emergency escape openings. Required emergency escape openings shall be provided and maintained in accordance with the most recently adopted version of NFPA 101 Life Safety Code.

Section 704—Fire Protection Systems.

Delete entire section and replace with the following:

704.1 General. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof, shall be maintained in an operable condition at all times in accordance with the most recently adopted version of NFPA 101 Life Safety Code.

704.1.1 Automatic sprinkler systems. Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with the most recently adopted version of NFPA 25.

704.2 Smoke alarms. The minimum standard pursuant to the City Housing Code, Article 27 of the Municipal Code of Ordinances and a July 1, 1999 amendment to the State of NH Smoke Detector Law Rules (RSA 153:10-a) requires that existing battery powered smoke detectors located within multi-family (two or more dwelling units) housing, must be replaced with hard wired, electrically powered battery back-up smoke detectors, which incorporate a "false alarm silencing" feature. The electrically powered smoke detector(s) must be installed by a New Hampshire licensed master electrician. An electrical permit must be obtained prior to installation. This code standard applies to the installation of smoke detection where none were previously provided but are required.

704.2.1 Existing buildings. When retrofitting an existing building, at a minimum, detection must be provided in the basement and on every floor level of common halls and stairwells.

704.2.2 Common or public areas. Pursuant to NFPA 70 (NEC), Section 210.25, a branch circuit powered by the house electric service is required for the purpose of lighting, central alarm, signal, communications, or other needs for public or common areas of a two-family dwelling, a multifamily dwelling, or a multi-occupancy building. Such circuitry shall not be supplied from electrical service equipment that supplies an individual dwelling unit or tenant space.

704.2.3 Placement of smoke detectors. In existing buildings and when retrofitting, detectors shall be located in the vicinity of sleeping rooms and must be audible in all areas of the dwelling unit. In the case of a compartmentalized basement, each compartmentalized section must be provided with a separate smoke detector. To comply with audibility requirements, basement smoke detection must be interconnected to a detector within the dwelling unit served.

704.3 Tampering. Anyone tampering or interfering with the effectiveness of a smoke detector or strobe signal, shall be in violation of this code and subject to fines and penalties as described in Section 106.3 of this code.

Add the following new section:

Section 705 - Carbon Monoxide Detectors.

705.1 General. A carbon monoxide detector (CMD) must be installed in every rental unit.

705.2 Multi-unit. Each unit contained in a multi-unit dwelling shall be equipped with an automatic carbon monoxide device. There shall be an automatic carbon monoxide detection device on every floor level and in each common stairway and in each common hallway of a multi-unit (two or more dwelling units) dwelling.

705.3 Rental unit. Every rental unit as defined in Chapter 2, General Definitions in this code, shall be equipped with a least one automatic carbon monoxide detection device. Detection shall be provided on every floor level, in each stairway and in each hallway which is adjacent to a sleeping area. The provisions of this paragraph shall be in addition to any requirements under section 705.1.

705.4 Power source in existing buildings.

1. Plug in type, single station units powered by the buildings AC current with a battery as a secondary power source, or;
2. Single station hardwired units with a battery as a secondary power source, or;
3. Hardwired combination smoke/CMD unit with a battery as a secondary power source.

705.5 Responsibility. The owner of the rental unit shall be responsible for maintaining the automatic carbon monoxide detection device in working condition.

705.6 Tampering. A person tampering or interfering with the effectiveness of a carbon monoxide detector, shall be in violation of this code and subject to fines and penalties as described in Section 106.3 of this code.

(Ord. No. 2821, § I, 3-14-11)

Board of Aldermen
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January 22, 2016

23-25 Temple Street Realty, LLC
23 Temple Street
Nashua, NH 03060

The Country Barn Motel/RV Park
507 Broad Street
Nashua, NH 03063

Laton House
28 Railroad Square
Nashua, NH 03060

Re: Invitation to Attend SLC Meeting – February 11, 2016

Gentlemen:

On behalf of the Substandard Living Conditions Special Committee, I am writing to invite you to attend our next regularly scheduled meeting on Thursday, February 11, 2016, at 7:00 p.m., in the Aldermanic Chambers, located on the second floor in City Hall. The committee also welcomes any representatives you wish to participate in a meaningful dialogue regarding our goals and gaining your perspective as owners of rental facilities in Nashua.

In addition, the committee would also like to arrange for site visits of your properties in the near future. Please let us know when it would be convenient to visit your establishments so we can arrange for proper notice to the public in accordance with state law.

The committee looks forward to having a meaningful dialogue with you and receiving your viewpoints at our upcoming meeting on the 11th.

Sincerely,

Mark S. Cookson

Alderman-at-Large Mark S. Cookson
Substandard Living Conditions Special Committee