

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2 the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

3 **ADOPTED: June 4, 2024**

4 **ATTEST:**

APPROVED:

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

_____ **Frank Scott Jr., Mayor**

8 **APPROVED AS TO LEGAL FORM:**

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

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1 **Exhibit A**

2
3 **CODE OF ORDINANCES**

4 **Chapter 8 - BUILDINGS AND BUILDING REGULATIONS**

5 **ARTICLE IX. RENTAL INSPECTIONS¹**

6
7 **Sec. 8-571. Short Title.**

8 These regulations shall be known as the Rental Inspection Program of the City of Little Rock, Arkansas
9 (City), may be cited as such, and may be referred to herein as "this Article".

10 (Ord. No. 16,659, § 1, 5-17-94)

11 **Sec. 8-572. Purpose.**

12 The purpose of this Article is to safeguard the stock of decent, safe and sanitary rental housing within the
13 City and to protect the owners, tenants and their invitees by providing for Systematic City-Wide Inspections
14 of rental housing and the public areas therein to ensure code compliance.

15 (Ord. No. 16,659, § 1, 5-17-94; Ord. No. 20,881, § 1, 6-3-14)

16 **Sec. 8-573. Scope.**

17 The provisions of this Article shall apply to all rental housing units located within the City, including
18 houses, apartments, manufactured homes and mobile homes, except those units that are owned and managed
19 by the Little Rock Housing Authority, or other public housing owned by the State of Arkansas or the United
20 States Government.

21 (Ord. No. 16,659, § 1, 5-17-94; Ord. No. 20,881, § 2, 6-3-14)

22 **Sec. 8-574. Definitions.**

23 For the purposes of this Article, certain words, phrases, terms and their derivatives shall be construed as
24 specified herein. Words, phrases and terms used in this Article, but not specifically defined herein, shall
25 have the meaning stated in the Housing Code of the City of Little Rock if referring to rental housing units
26 that are apartments or houses, or Article IV, Chapter 20 of the City Code of Ordinances concerning
27 substandard maintenance of manufactured homes and mobile homes if referring to a rental housing unit
28 that is a manufactured home or mobile home. Where not defined in such Code or this Article, such words,
29 phrases and terms shall have the meaning generally prescribed by dictionary definition.

30 *Certificate of Compliance.* A Certificate of Compliance is a document issued by the Housing &
31 Neighborhood Programs Department that certifies:

- 32 (1) A particular house or apartment has been inspected and found to be in compliance with the
33 Premises Code and Housing Code, including the Residential Rental Inspection Program, or a

¹Editor's note(s)—Section 1 of Ord. No. 18,553, adopted Sept. 4, 2001, renumbered Art. VIII as IX.

1 particular manufactured home or mobile home has been inspected and found to be in
2 compliance with the Premises Code and the Rental Inspection Program Code Provisions, and
3 not in violation of Article IV, Chapter 20; and,

4 (2) The owner, or an agent of owner, is available to receive and to respond to notices and civil and
5 criminal process of the City regarding Code Enforcement; and,

6 (3) The owner, or agent of owner, has a current Business License from the City to rent residential
7 housing units.

8 *Code Compliance.* The standards enumerated in the Housing Code, Chapter 8, Article V of the Little
9 Rock Ark., Rev. Code (1988), are the Minimum Housing Code Requirements of the City for apartments
10 and houses. The provisions of Article IV, Chapter 20 of the Little Rock, Ark., Rev. Code (1988), provide
11 the maintenance requirements of the City for manufactured homes and mobile homes. For purposes of this
12 Article, reference to the term "code compliance" when referring to apartments and houses shall mean
13 compliance with all provisions of the Housing Code as detailed in the technical standards in the
14 administrative guidelines of the Rental Inspection Program. For purposes of this Article, reference to the
15 term "code compliance" when referring to a manufactured home or mobile home shall mean that the
16 manufactured home or mobile home is not in violation of the provisions in Article IV, Chapter 20 of the
17 Little Rock, Ark., Rev. Code (1988).

18 *Life-Safety Violation*, in the context of an apartment or house, means a Housing Code violation that is
19 deemed by the Building Official to constitute an unsafe condition presenting an immediate danger to human
20 health, safety or welfare.

21 *Life-Safety Violation*, in the context of a manufactured home or mobile home, means a violation of
22 Article IV, Chapter 20 of the Little Rock, Ark., Rev. Code (1988), that is deemed by the Code Enforcement
23 Officer to constitute an unsafe condition that presents an immediate danger to human health, safety or
24 welfare.

25 *Life-Threatening Violation* means a life-safety violation that is deemed by a Fire Marshal, or the
26 Neighborhood Programs Manager, or his, or her, designee, to pose an imminent danger of death or serious
27 injury or serious disease.

28 *Rental-Housing Unit.* A rental housing unit is defined the same way as a dwelling unit in this Section.
29 Such terms include, but are not limited to, a manufactured home used as a rental and a mobile home used
30 as a rental. The only difference between a dwelling unit and a rental housing unit is that a rental housing
31 unit is intended to be leased or rented to the occupant.

32 A unit shall not be deemed a rental housing unit for purposes of this Chapter if the owner of record
33 shall provide to the City satisfactory evidence that another person in possession and control of the
34 property has a contractual right to purchase the unit on a date certain for a specified price and is
35 entitled to receive, when the purchase price is paid, a Warranty Deed if the unit is real property, or

1 a Bill of Sale if the unit is a manufactured home or mobile home. Satisfactory evidence for a
2 manufactured or mobile home shall be a purchase plan with a Promissory Note, or a Uniform
3 Commercial Code (UCC) Filing showing an Article 9 security interest. Satisfactory evidence for
4 real property shall include a valid and enforceable written contract, filed in the deed records of the
5 Pulaski County Circuit Clerk, which should contain the following provisions:

- 6 (1) A term for payment or escrow of taxes and assessments levied against the real property; or,
- 7 (2) A term for payment of Property Insurance covering loss or damage to the improvements on the
8 property; or,
- 9 (3) A term stating that the buyer is responsible for any and all repairs and maintenance necessary
10 to maintain the structure and premises in compliance with this Code; or,
- 11 (4) In a lease with option to purchase arrangement, buyer, or optionee, pays the seller, or optionor,
12 up-front a reasonable option consideration at the beginning of the contract which is applied
13 toward the purchase price in the event the option is exercised, and that a portion of the rent aid
14 during the term of the lease is applied toward the purchase price if the option is exercised.

15 (Ord. No. 16,659, § 1, 5-17-94; Ord. No. 17, 502, §§ 1, 2, 6-3-97; Ord. No. 18,421, § 1, 1-16-01; Ord. No.
16 18,742, § 1, 9-3-02; Ord. No. 20,881, § 3, 6-3-14)

17 **Sec. 8-575. Administration.**

18 The Building Official is authorized to administer the provisions of this Article.

19 (Ord. No. 16,659, § 1, 5-17-94)

20 **Sec. 8-576. Rental Inspection Program.**

21 The Systematic Rental Inspection Program is part of the overall effort by the city to encourage conservation
22 of existing residential rental properties. Owners of rental housing units are required to bring and to maintain
23 these units in Code compliance.

24 (Ord. No. 16,659, § 1, 5-17-94)

25 **Sec. 8-577. Implementation of a Systematic and Random Rental Inspection Program.**

26 The City of Little Rock hereby institutes a Systematic Rental Inspection Program that will ensure that all
27 rental housing units within the City are inspected over time. Staff will provide the owner, or local agent,
28 with a Notice to Comply request on each attempt to inspect a specific property. Failure to comply with this
29 Notice to Comply may result in further enforcement action, which can include legal action in a Court of
30 Competent Jurisdiction, and the service of any process in accordance with Arkansas State Law.

31 (Ord. No. 16,659, § 1, 5-17-94; Ord. No. 20,881, § 4, 6-3-14; Ord. No. 21,781, § 1, 9-17-19)

32 Editor's note(s)—Ord. No. 21,781, § 1, adopted Sept. 17, 2019, changed the title of § 8-577 from Systematic
33 Inspection to Implementation of a Systematic and Random Rental Inspection Program.

34 **Sec. 8-578. Implementation of Systematic Inspection.**

35 Areas of implementation will be selected, and priority will be established by the City Manager as outlined

1 in the Administrative Guidelines of the Rental Inspection Program.

2 (Ord. No. 16,659, § 1, 5-17-94)

3 **Sec. 8-579. Certificate of Compliance Required.**

4 (a) *Certificate of Compliance.* It is unlawful to rent, let or allow the occupancy of any rental housing
5 unit without a Certificate of Compliance for each unit.

6 (b) *Requirements for Issuance and Maintenance of Certificate of Compliance.*

7 (1) In order to obtain and maintain a Certificate of Compliance, the owner, or agent of owner,

8 shall maintain a current Business License and shall comply with the provisions of this Code

9 to assure that the owner or someone authorized to act as agent of the owner:

10 a. Maintains with the Housing & Neighborhood Programs Department, a current

11 name and home or business address at which the owner and the agent of owner can

12 be served personally, or by Certified Mail, and a current telephone number at

13 which the owner and agent can be reached telephonically or by facsimile, and an

14 e-mail address if available; and,

15 b. Has the authority to consent to an administrative search of the unit and provides

16 access for such search; and,

17 c. Has written authorization to receive and to accept on behalf of the owner any

18 notices of code violations and civil and criminal legal process from the City.

19 (2) Once issued, a Certificate of Compliance shall remain in full force and effect until an

20 inspection reveals code violations which are not subsequently corrected within the time

21 allowed by the City and result in its suspension or revocation by the Housing &

22 Neighborhood Programs Department.

23 (3) Any rental housing unit found to be occupied without a current Certificate of Compliance

24 shall be inspected and the owner or agent shall be required to obtain such certificate within

25 the time permitted by Subsection (d)(4). Such unit may continue to be occupied prior to

26 the initial inspection in accordance with Section 8-580.

27 (c) *Local Agent for Service.*

28 (1) Any rental property owner who resides outside the State shall designate an agent for receipt

29 of notice and process on behalf of the owner. To qualify for designation, such agent shall

30 reside or maintain a place of business within the limits of Pulaski County, Arkansas.

31 (2) Out-of-state owners shall ensure the agent for service:

32 a. Is provided current contact information specified in the previous Section; and,

33 b. Is provided written authorization to accept service of civil or criminal process and

34 to provide consent to any administrative search and to provide access for search

35 conducted solely to assure compliance with City Housing, Premise and Rental

1 Inspection Codes:

- 2 i. Within twenty-four (24) hours' notice for any matters that concern a life-
3 safety code violation; or,
4 ii. Within five (5) business days, notice of any non-life-safety code violation.

5 (3) It is the responsibility of the agent to forward to the owner all code compliance notices,
6 and civil and criminal process received by the agent.

7 (4) Any agent appointed by an owner pursuant to this Subsection shall not have civil or
8 criminal liability for action or inaction of the owner, notwithstanding any provision of
9 common law, contractual provision, statute, ordinance (including without limitation LRC
10 Section 8-327), or directive which may be contrary.

11 (d) *Effect of Noncompliance.*

12 (1) Failure to comply with the provisions of this Section is deemed to constitute an imminent
13 threat to the public health, safety and welfare of the residents of Little Rock and may lead
14 to a declaration by the City that the rental housing unit is a public nuisance.

15 (2) Any rental housing unit that has been declared to constitute a nuisance shall be subject to
16 the following remedial actions at the option of the City, in addition to any other legal or
17 equitable remedies available to the City:

- 18 a. Revocation or suspension of the Certificate of Compliance; or,
19 b. Condemnation of the unit; or,
20 c. Causing the unit to be closed, boarded and secured in which case the City Official
21 may direct that the utilities be terminated to the unit.

22 (3) If the City requires the closing of any rental housing unit, the Building Official shall post
23 on the structure, written notice of its hazardous condition and shall immediately send
24 notice, by First-Class Mail and by a form of delivery for which there is a receipt to show
25 proof of delivery, to the tenant and to the owner, or agent of the owner, that describes the
26 action taken by the City, the date and the reason for such action.

27 (4) The owner shall come into compliance with the provisions of this Section within the
28 following timelines measured from the date the notice is served by the City:

- 29 a. Ten (10) business days to designate an agent as directed by this Section; or,
30 b. Seven (7) days allowed under Subsection 8-583(d) to correct life-safety
31 violations; or,
32 c. Thirty (30) days, or such lesser time allowed, pursuant to the special provisions
33 of Subsection 8-583(e) to correct all non-life safety, non-life-threatening
34 violations; provided that in appropriate circumstances as set forth in this Section,
35 the Building Official may extend the time to sixty (60) days pursuant to

1 Subsection 8-583(e).

2 (5) No person occupying a structure after the City has posted on the structure a notice of its
3 unsafe condition shall be considered a displaced person nor shall such person be entitled
4 to relocation assistance from the City.

5 (e) *Penalty.*

6 (1) Each violation of this Section shall be punishable as provided in Section 1-9 of this Code
7 in addition to any remedial action set forth above or which shall be deemed necessary
8 pursuant to the inherent power of the court, or which is otherwise authorized by Arkansas
9 State Law.

10 (2) Each day a violation continues after a compliance date specified in this section or in any
11 notice served by the City shall be deemed a separate offense.

12 (Ord. No. 16,659, § 1, 5-17-94; Ord. No. 18,742, § 2, 9-3-02; Ord. No. 20,324, § 3, 9-21-10; Ord. No.
13 20,881, §§ 5, 6, 6-3-14)

14 **Sec. 8-580. Occupancy.**

15 As of the effective date of this Article, all rental housing units which have not been inspected as required
16 by this Article may continue to remain occupied until such time as the initial biennial inspection is
17 conducted, whereupon the provisions relating to occupancy as provided by this article shall apply.

18 (Ord. No. 16,659, § 1, 5-17-94)

19 **Sec. 8-581. Systematic Inspections and Rental Inspection Goals.**

20 Systematic and Random Inspection of 20% of the total number of registered rental units shall occur
21 annually. In doing so:

22 (a) The City of Little Rock shall use the total registered rental units annually, as selected by the City
23 Manager, or designee, and shall, to the extent possible, include an inspection proportionally of the
24 various categories of rental units. A residential rental complex with multiple buildings shall be
25 inspected initially based upon a random sampling of at least 20% of the units, with equal
26 percentages of units inspected in each building with a minimum of one (1)-unit per building.

27 (b) This Random Systematic Inspection shall not apply to the first five (5) years for newly-constructed
28 residential rental facilities that have received a Certificate of Occupancy for each building within
29 the twelve (12)-month period prior to the first occupancy:

30 (1) Nothing in this Subsection precludes any inspection based upon a complaint or the
31 appearance of a health or safety violation.

32 (2) This provision applies only if inspections of the newly-constructed residential rental
33 facilities have been conducted in accordance with the applicable provisions of Section 8-
34 582.

35 (3) Notwithstanding any other provision of this Section, the City shall review for acceptance

1 any inspection report from a State or Federal Agency of a residential rental facility that has
2 received Federal Funds and is required to have such an inspection performed by the funding
3 entity, provided nothing prohibits an additional inspection in accordance with the relevant
4 provisions of Section 8-582 of this Code.

5 (Ord. No. 16,659, § 1, 5-17-94; Ord. No. 21,781, § 2, 9-17-19)

6 Editor's note(s)—Ord. No. 21,781, § 2, adopted Sept. 17, 2019, changed the title of § 8-581 from Frequency
7 of Inspections to Systematic Inspections and Rental Inspection Goals.

8 **Sec. 8-582. Additional Inspections.**

9 In addition to the Systematic Random Inspections outlined above, each rental housing unit shall be subject
10 to more frequent inspections upon the following events:

- 11 (1) The owner, or manager of the property, requests an inspection of the unit upon notice to
12 the district supervisor; or,
- 13 (2) The City receives a complaint regarding the condition of the unit and an inspection or re-
14 inspection is necessary; or,
- 15 (3) The unit is affected by fire, vandalism, storm or other natural disaster; or,
- 16 (4) Title to the unit is conveyed or otherwise transferred, either voluntarily or involuntarily, to
17 another party.

18 (Ord. No. 16,659, § 1, 5-17-94; Ord. No. 21,781, § 3, 9-17-19)

19 **Sec. 8-583. Inspection Procedure.**

20 (a) It shall be the responsibility of the owner, tenant or agent in charge of the unit to provide access to the
21 Building Official into all areas subject to inspection under this article pursuant to Section 8-355, Section
22 8-357 and Section 20-75. The Building Official may obtain an Administrative Search Warrant in order
23 to gain access to the rental housing unit. The legislative finding that rental housing units should be
24 inspected to ensure compliance with the applicable Housing Code, or Manufactured Home and Mobile
25 Home Maintenance Code, for the health, safety and welfare of the occupants shall be deemed to be
26 probable cause for the issuance of the warrant.

27 (b) Upon completion of inspection, the City shall issue a Certificate of Compliance for the unit when the
28 unit is deemed to be in code compliance.

29 (c) If the premises are found to be in violation of one (1) or more provisions of code compliance, the City
30 shall provide written notice of such violations to the owner. The notice shall:

- 31 (1) Be in writing; and,
- 32 (2) Include a description of the property sufficient for identification; and,
- 33 (3) Include a statement of why it is being issued; and,
- 34 (4) Include a statement to the owner that all repairs must be completed as set forth in
35 Subsections (d) and (e) below; and,

- 1 (5) Include a statement of the procedure for an owner to request an administrative review of
2 non-life-safety violations; and,
- 3 (6) Require that all necessary permits be secured before corrective work starts; and,
- 4 (7) State that if repairs, reconstruction, alteration, removal or demolition are not completed
5 within the stated time as set forth in the notice, the Code Enforcement Officer may initiate
6 legal proceedings by charging the person with the violation of this Code; and,
- 7 (8) Before utilities are terminated for life-safety violations at vacant structures, the rental unit
8 shall also be posted with a notice that the utilities are subject to removal pending possible
9 administrative review and with a list of violations deemed to be life safety violations.
10 Additional notice shall be made as follows:
- 11 a. By delivery to the owner personally, or by leaving the notice at the usual place of
12 abode of the owner with a responsible adult; and,
- 13 b. By depositing the notice in the United State Post Office addressed to the owner at
14 his last known address by Certified Mail, return receipt requested, with postage
15 prepaid thereon; and,
- 16 c. By depositing the notice in the United States Post Office addressed to the owner at
17 his last known address by regular mail with notarized affidavit stating the date it
18 was deposited in the mail with postage prepaid thereon.
- 19 (d) The owner shall complete code compliance for life-safety violations within seven (7) days of the
20 notification by the City. The City shall not issue a Certificate of Compliance until any violations listed
21 in the notice are corrected.
- 22 (e) If a good faith effort is demonstrated, all life safety violations were corrected within seven (7) days of
23 the notification by the City, and there is consistent and continuous progress shown, the Building Code
24 Official may grant an extension for repair of all non-life-safety violations from thirty (30) days to a
25 time not to exceed sixty (60) days from the notification by the City. The City shall not issue a Certificate
26 of Compliance until any violations listed in the notice are corrected.
- 27 (f) Owners of four (4) or more rental dwelling units are eligible to submit a plan for rehabilitation of all
28 the units included in the plan in order to bring the units into code compliance. In such instances, the
29 owner shall obtain an approved Rehabilitation Plan from the Building Official pursuant to the
30 Administrative Guidelines of the Rental Inspection Program. The Building Official may allow up to
31 twenty-four (24) months from plan approval for code compliance of all units included in the plan. Life-
32 safety violations shall not be eligible for inclusion in a Rehabilitation Plan.
- 33 (g) Neither life-safety violations, nor any component of an approved Rehabilitation Plan, shall be subject
34 to appeal to the Housing Board of Adjustments and Appeals.
- 35 (h) If the owner fails to abate the violations determined by inspection within the time periods prescribed,

1 the City shall proceed with prosecution of the violations in district court.

- 2 (i) The City may direct the termination of utility service to a unit containing one (1) or more life-safety
3 violations. The City may also direct the termination of utility service to any unit in violation of this
4 Subsection upon notice of a change of occupancy or upon a determination that the unit is vacant. Utility
5 service shall not be restored until all life-safety violations have been corrected, as determined by a
6 Building Official.

7 (1) With the exception in Subsection (4) below, prior to such termination of utilities, the
8 property shall be posted with a notice listing the life-safety violations determined to exist
9 and stating the review process available to the property owner if the owner desires to
10 contest the finding of life-safety violations. The rental unit shall not be rented or otherwise
11 occupied until life-safety violations have been corrected or are no longer found to exist.

12 (2) Beginning March 15, 2001, if, within seventy-two (72) hours, excluding weekends and
13 holidays, of the posting of the property, the Neighborhood Programs Manager receives a
14 request by the owner for an Administrative Review of the finding that one (1) or more life
15 safety violations exist, such review will be made within two (2) working days from the
16 request for review. The review shall be conducted by the Neighborhood Programs
17 Manager, the Building Codes Manager and the Fire Marshal, or their designees, at the
18 rental unit where violations were found to exist. If the review team affirms that one (1) or
19 more life-safety violation exists, the utility services may forthwith be terminated. From
20 the effective date of this section until March 15, 2001, a period of ninety-six (96) hours
21 shall be given for the owner to request an Administrative Review before utilities may be
22 terminated.

23 (3) If the review team is denied access to inspect the rental unit to review the finding of life-
24 safety violations, utility services may then be terminated.

25 (4) If a life-safety violation is deemed to be a life-threatening violation, no Administrative
26 Review shall be provided to the owner prior to termination of utilities.

27 (Ord. No. 16,659, § 1, 5-17-94; Ord. No. 17,053, § 10, 12-19-95; Ord. No. 18,421, §§ 2—4, 1-16-01; Ord.
28 No. 20,324, §§ 1, 2, 9-21-10; Ord. No. 20,881, §§ 7—10, 6-3-14)

29 **Sec. 8-584. Certificate Transferability.**

30 A Certificate of Compliance issued pursuant to this Article may be transferable to succeeding owners;
31 provided that within five (5) business days of the transfer, the transferor shall provide written notice of said
32 transfer to the Building Official. Such notice shall contain the name and address of the new owners. A
33 transfer shall not affect the time limits imposed by this Article.

34 (Ord. No. 16,659, § 1, 5-17-94)

35

1 **Sec. 8-585. Display of Certificate.**

2 The Certificate of Compliance shall be displayed at all times in a conspicuous place on the premises. Upon
3 request of the City, an existing or prospective tenant, the owner, or agent, shall present the certificate.
4 (Ord. No. 16,659, § 1, 5-17-94; Ord. No. 17,053, § 12, 12-19-95)

5 **Sec. 8-586. Annual Report.**

6 The Building Official shall prepare a report each year concerning the administration of the Rental Inspection
7 Program. The annual report shall describe the number of inspections performed, the corrections made as a
8 result of such inspections and any enforcement actions taken. This detailed annual report shall be submitted
9 to the City Manager in March of each year and shall identify the rental units inspected, the size of a
10 residential rental complex if a complex is inspected, the main address of the rental unit and a copy of the
11 Certificate of Compliance.

12 (Ord. No. 16,659, § 1, 5-17-94; Ord. No. 21,781, § 4, 9-17-19)

13 **Sec. 8-587. Tenant Responsibility.**

14 (a) It is a violation of this Article for any person having care, custody, or control of a rental housing unit
15 to damage, destroy or tamper with the unit, thereby causing noncompliance with the Housing Code or
16 Article IV, Chapter 20, as applicable.

17 (b) Before the City can issue a citation under this Section, the owner shall provide the Building Official
18 with written documentation signed and dated by the tenant indicating that the condition causing non-
19 compliance did not exist when the tenant took possession of the property. This document shall be in a
20 form approved by the Building Official. Furthermore, the Building Official shall determine that the
21 tenant in possession of the property damaged, destroyed or tampered with the unit, thereby causing
22 non-compliance with the Housing Code or a violation of Article IV, Chapter 20.

23 (Ord. No. 16,767, § 1, 10-18-94; Ord. No. 20,881, § 11, 6-3-14)

24 **Article X. Tenant Rights (Adding This Article)**

25 **Sec. 8-588. Landlord Responsibility for Multiple Family Dwellings.**

26 In the event the owner, or landlord, of the multifamily housing unit is located outside of Little Rock,
27 Arkansas, then the owner, or landlord, shall have a designated representative who is located in Little Rock,
28 Arkansas. The owner, or landlord, shall disclose the identity and address of its designated representative
29 on an annual basis when the owner, or landlord, renews their Business Licenses with the City of Little
30 Rock, Arkansas.

31 **Sec. 8-589. Short Title.**

32 This Article shall be known as and may be cited as Tenants Rights. This Article emphasizes certain rights
33 that tenants have under a Rental Agreement, wherever made for a dwelling unit located within this City.
34 These rights do not include the entire code requirements listed under the Housing Code, nor does it change,
35 amend, limit, or alter any requirements under Federal, State or Local Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 **Sec 8-591. Implied Residential Quality Standards.**

29 (a) for all Lease Agreements or Rental Agreements entered into or renewed after November 1, 2021,
30 and exclusive of a lease to purchase or a lease with a purchase right and except when temporarily prevented
31 by an act of God, the failure of, or caused by public utility service, or other force majeure events to include
32 without limitation any epidemic or pandemic that causes work stoppages, labor or material shortages, or
33 required social distancing that impacts the ability to maintain or repair a premises, there shall be implied in
34 all leases and Rental Agreements for residential purposes a requirement that a dwelling unit or single-family
35 residence have both at the time of possession is delivered to the tenant, or tenants, named in the Lease or

1 Rental Agreement and throughout the term of the Lease Agreement:

2 (1) An available source of hot and cold water as required under Arkansas Code Ann. §18-17-502.

3 This implied standard is consistent with Sec 8-403(c) of the Housing Code, which requires that
4 every dwelling unit shall have connected to the kitchen sink, lavatory, and tub or shower an
5 adequate supply of both cold and hot water. All water must be supplied through an approved
6 Pipe Distribution System connected to an approved potable water supply.

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

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

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

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

22 (3) A Sanitary Sewer System and plumbing that conform to applicable Building and Housing Codes
23 in existence at the time of installation as required under Arkansas Code Ann. §18-17-502. This
24 implied standard is consistent with Sec. 8-403(a) of the Housing Code which requires that
25 Every dwelling unit shall contain less than a kitchen sink, lavatory, tub or shower and a water
26 closet all in good working condition and properly connected to any approved water and sewer
27 system. Every plumbing fixture and water and waste pipe shall be properly installed and
28 maintained in good sanitary working condition, free from defects, leaks and obstructions.

29 (4) A functioning roof and building envelope as required under Arkansas Code Ann. §18-17-502.
30 This implied standard is consistent with Sec. 8-423 of the Housing Code which requires that
31 all roofs and overhangs shall be maintained in a safe manner and be structurally sound and have
32 no defects which might admit rain or cause dampness in the walls or interior portion of the
33 building.

34 (5) A functioning Heating and Air Conditioning System to the extent the Heating and Air
35 Conditioning System served the premises at the time the landlord and the tenant entered into

1 the Lease or Rental Agreement as required under Arkansas Code Ann. §18-17-502.

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

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

14 **Sec 8-592. Penalty.**

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

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

18 A tenant is not an invitee on the landlord's premises but has an equal right to that of the landlord to exclusive
19 possession of their rental housing unit.

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

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

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