

ARTICLE III. - RESIDENTIAL LANDLORD AND TENANT REGULATIONS^[3]

Footnotes:

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State Law reference— Landlord and tenant, V.T.C.A. Property Code, Ch. 91 et seq.

DIVISION 1. - GENERALLY

Sec. 7-56. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Actor means a person identified in a complaint as having committed an offense under this article or whose criminal responsibility is an issue in a criminal action.

Apartment building means any structure containing four (4) or more dwelling units.

Apartment complex means one (1) or more adjacent apartment units and any adjacent real property serving under control of the the apartment complex same ownership. ~~buildings which are under common ownership and management.~~

Bathroom means an enclosed space containing one (1) or more bathtubs, showers, or both, and which may also include toilets, lavatories or fixtures serving similar purposes.

City means the City of Mesquite

Department means the City of Mesquite Department of Planning and Development Services.

Dwelling unit means a structure or that part of a structure which is used as a home, residence or sleeping place by one (1) or ~~by two (2) or~~ more persons, maintaining a common household, to the exclusion of all others^[CS1].

Floor space means the total area of all habitable space.

Habitable space means the space occupied by one (1) or more persons while living, sleeping, eating and cooking, excluding kitchenettes, bathrooms, toilet rooms, laundries, pantries, dressing rooms, closets, storage spaces, foyers, hallways, utility rooms, heater rooms, boiler rooms and basement or cellar recreation rooms.

Kitchen means a space, sixty (60) square feet or more in floor area, with a minimum width of five (5) feet; used for cooking or preparation of food containing a sink and permanent provisions for cooking and^[CS2] food preparation.

Kitchenette means a space, less than sixty (60) square feet in floor area containing a sink and permanent provisions for cooking and food preparation. ~~, used for cooking or preparation of food.~~

Landlord means the owner, property manager or resident manager of an apartment building or any other person held out by any owner or property manager as the appropriate person for with whom the tenant to normally deals with, concerning the rental agreement or apartment building.

Lender means any person who holds a mortgage, deed of trust or any other security interest in the premises.

Owner means a person claiming, or in whom is vested, the ownership, dominion or title ~~to~~^{of} real property, including, but not limited to the:

- (1) Holder of fee simple title;
- (2) Holder of life estate;
- (3) Holder of a leasehold estate for an initial term of five (5) years or more;
- (4) The buyer in a contract for deed;
- (5) A mortgagee, ~~receiver~~^{receiver}, executor or trustee in control of real property; but not including the holder of a leasehold estate or a tenancy for an initial term of less than five (5) years.

Person includes an individual, corporation, business trust, estate, trust, partnership or association, two (2) or more persons having a joint or common interest, or any other legal entity or commercial entity.

Plumbing fixtures include gas pipes, water pipes, toilets, lavatories, sinks, laundry tubs, dishwashers, garbage disposal units, clothes washing machines, catch basins, wash basins, bathtubs, shower baths, sewer pipes, sewage systems, septic tanks, drains, vents, traps and other fuel-burning or water using fixtures and appliances, together with all connections to pipes.

Premises means a lot, plot or parcel of land, including any structure thereon, as well as and furthermore, including a dwelling unit, appurtenances thereto, and grounds and facilities held out for the use of tenants, generally and any other area or facility whose use is promised to the tenant.

Property manager means a person who, for compensation, has managing control of real property for the owner.

Rental agreement means and includes all written agreements, which establish or modify the terms, conditions, rules, regulations or any other provisions concerning the use and occupancy of a dwelling unit in an apartment building.

Resident manager means a property manager or agent of a property manager who resides in an apartment building.

State means the State of Texas and its offices, departments and agencies.

Structure means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

Tenant means any person who occupies a dwelling unit in an apartment building for living or dwelling purposes with the landlord's consent.

Unauthorized vehicle means a vehicle parked, stored, or located on a parking facility without the consent of the parking facility owner.

Vehicle means a device in, on or by which a person or property may be transported on a public roadway. The term includes an operable or inoperable automobile, truck, motorcycle, recreational vehicle or trailer but does not include a device moved by human power or used exclusively on a stationary rail or track.

Vehicle owner means a person:

(1) Named as the purchaser or transferor in the certificate of title issued for the vehicle under Chapter 501 of the Texas Transportation Code;

(2) In whose name the vehicle is registered under Chapter 502 of the Texas Transportation Code, or a member of the person's immediate family;

(3) Who holds the vehicle through a lease agreement;

(4) Who is an unrecorded lienholder entitled to possess the vehicle under the terms of a chattel mortgage; or

(5) Who is a lienholder holding an affidavit of repossession and entitled to repossess the vehicle

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(Code 1960, § 9A.2-21)

State Law reference— Definitions relating to residential tenancies, V.T.C.A. Property Code, § 92.001.

Sec. 7-57. - Building official, powers and duties.

- (a) The building official is hereby designated as the administrator of this article.
- (b) In addition to the powers and duties otherwise prescribed for the building official, as administrator of this article, he is required to:
 - (1) Administer and enforce all provisions of this article;
 - (2) Keep records of all licenses issued;
 - (3) Adopt rules and regulations, not inconsistent with the provisions of this article, with respect to the form and content of application for licenses, the investigation of applicants, and other matters incidental or appropriate to his powers and duties as may be necessary for the proper administration and enforcement of the provisions of this article; and
 - (4) Conduct, on his own initiative, periodic investigations of apartment buildings throughout the city, concerning their compliance with this article.

(Code 1960, § 9A.2-22)

Sec. 7-58. - Minimum standards; responsibilities of landlord.

- (a) *Property standards.* A landlord shall comply with the following requirements:
 - (1) Eliminate a hole, excavation, sharp protrusion, and other objects or conditions that exist on the premises and are reasonably capable of causing injury to a person.;
 - (2) Securely cover or close a well, cesspool or cistern.;
 - (3) Provide an adequate number of solid waste receptacles or containers on the premises.;
 - (4) Provide drainage to prevent standing water and flooding on the land or in a structure.;
 - (5) —Keep the premises clean and remove from the premises abandoned items, including but not limited to an such as abandoned motor vehicle, ice box, refrigerator, stove, glass, building material and fixtures, building rubbish or similar items, including but not limited to weeds, dead trees, trash, garbage, etc. Remove dead trees and tree limbs that are reasonably capable of causing injury to a person.;
 - (6) Keep the doors and windows of a vacant dwelling unit or vacant portion of an apartment building securely closed to prevent unauthorized entry.;
 - (7) Maintain the doors and windows of a vacant structure or vacant portion of a structure in sound working condition, weather tight, watertight and rodent-proof[CS4]. Doors and windows of a vacant structure or vacant portion of a structure may not be covered up, boarded over or otherwise enclosed for more than 30 days unless approved by the bBuilding oOfficial.
 - (87) Keep all areas of the building, grounds, facilities and appurtenances in a clean, safe and sanitary condition.
 - (9) Maintain parking lots, fire lanes, driveways, sidewalks, porches, patios, and other paved areas free from deterioration, holes, excavations, sharp protrusions, or any other object or condition which may cause injury to a person.;
 - (10) Maintain legible parking and fire lane markings and wheel stops to provide for orderly and safe loading, unloading and parking of vehicles.;
 - (11) Maintain vehicular and pedestrian control devices in good condition.;
 - (12) Remove all graffiti as soon as practical, but not later than fourteen (14) days from the date landlord receives notice thereof, landlord shall remove all graffiti on any of its facilities. The foregoing shall not relieve landlordproperty owner[CS5] from complying with any visual blight ordinance or regulation; and
 - (132) Maintain fences, gates, and screening walls in good condition;

(b) *Structural standards.* A landlord shall comply with the following requirements:

- (1) Protect the exterior surfaces of a ~~structure which~~structure, that~~which~~ are subject to decay, by application of paint or other coating.
- (2) Provide and maintain railings for stairs, steps, balconies, porches, and elsewhere as specified in the Mesquite ~~Building City Code~~ and the International Building Code, International Residential Code or International Property Maintenance Code, as amended by the Mesquite City Code.
- (3) Repair holes, cracks and other defects reasonably capable of causing injury to a person in stairs, porches, steps and balconies.
- (4) Maintain a dwelling unit or apartment building in a ~~weathertight~~weather tight and watertight condition.
- (5) Maintain floors, walls, ceilings and all supporting structural members in a sound condition, capable of bearing imposed loads safely.
- (6) Repair or replace chimney flue and vent attachments that do not function properly.
- (7) Repair holes, cracks, breaks and loose surface materials that are health or safety hazards in or on floors, walls and ceilings.
- (8) Provide and maintain the building foundation system so it is in a safe manner ^[CS6] ~~and capable of supporting the load which normal use may cause to be placed thereon.~~
- (9) Provide roofs that~~which~~ are structurally sound and maintained in a safe manner ^[CS7], ~~and that~~which~~ have no defects which might admit rain or cause dampness in the walls or building interior ~~portion of the building.~~~~
- (10) Provide and maintain all portions, additions ~~under~~ sections of a roof system including, but not limited to: fascia, eaves, soffit, sheathing, rafter tails, barge rafter, vent screening, gutters, downspouts, roof jacks and lead or metal flashing. The roof system ^[CS8] shall be complete with all trim strips, moldings, brackets, braces and supports. No item ^[CS9] shall display signs of deterioration, abuse or improper installation that could affect the purpose of that item or cause damage to the immediate area or roof structure, ~~or create that could allow~~ dampness or admit rain to the interior of ~~the~~ that building.
- (11) Provide and maintain every dwelling unit with a safe, unobstructed means of egress.
- (12) Construct inside and outside stairs, porches and their appurtenances ~~It shall be~~ in a manner capable of supporting the load that normal use may cause to be placed thereon and ~~shall be kept maintain them~~ in sound condition and good repair.
- (13) Provide and maintain every window and exterior door weather tight, watertight and rodent-proof ^[CS10], and keep in sound working condition and good repair.
- (14) Provide every exterior door with properly installed hardware that is maintained to insure reasonable ease of operation to open, close and secure in an open or closed position, as intended by the manufacturer of the door and the attached hardware.
- (15) Provide and maintain garages, storage buildings and all other accessory structures in good repair and sound structural condition.
- (16) Maintain every structural element of the dwelling in a structurally sound condition, and showing no evidence of deterioration ~~that~~~~which~~ would render it incapable of carrying normal loads.
- (17) Provide and maintain the privacy of bathrooms afforded by installing doors ~~complete~~ with privacy hardware intended by manufacturer for that purpose.
- (18) Maintain painted e~~Exterior surfaces which are painted shall be~~ free of flaking, chipping, peeling and fading paint. ~~All substandard portions shall be repaired.~~
- (19) Provide every window and exterior door with security devices complying with Chapter 92 of the Texas Property Code. ~~Chapter 92~~

(c) *Utility standards.* A landlord shall comply with the following requirements:

- (1) Provide and maintain in working order connections to discharge sewage from a structure or land into a public sewer system.
- (2) Provide and maintain in working order a toilet connected to a water source and to a public sewer in each dwelling unit.
- (3) Provide and maintain in working order connections and pipes to supply potable water at adequate pressure to a dwelling unit.
- (4) Provide and maintain a device to supply hot water of a constant minimum temperature of one hundred and twenty (120) degrees Fahrenheit within each dwelling unit.
- (5) Provide, ~~connect~~ and maintain in working order a kitchen sink, bathtub or shower and lavatory in each dwelling unit and connect them to a cold and hot water source ~~in a dwelling unit.~~
- (6) Connect plumbing fixtures and heating equipment that the owner supplies in accordance with the plumbing code and mechanical code.
- (7) Provide heating equipment capable of maintaining a minimum inside temperature of sixty-eight (68) degrees Fahrenheit in each room of a dwelling unit.

~~(a) If, within a twelve-month period, more than six (6) notices of violation are issued to a property owner is provided under this section in excess of six (6) times within a twelve-month period, a rebuttable presumption is created that all or part of the heating system is in system failure. In this event, it is deemed that all or part of the heating system under the control of the owner and manager is in total system failure. When all or part of the heating system is deemed to be in total system failure, the owner and manager shall provide to the City a report to the building official, signed and sealed by a professional engineer registered in the State of Texas, that delineates recommending corrective action to be taken by the owner to ensure the heating system will function without continuing any further interruptions or violations. The bBuilding oOfficial shall will establish a reasonable compliance date for completion of repair or installation of no less than seven (7) days and provide written notice to the owner and manager of the compliance date and that failure to take corrective action will result in the initiation of procedures for revocation of the certificate of occupancy for the use.~~

~~(1) Each seventy-two (72) hours or fraction thereof [CS11] the violation is not corrected will be considered a separate notice of violation.~~

(b) Nothing in this section limits the City's authority to take any other available action to enforce a violation, including but not limited to citations in municipal court or actions in civil court.

- (8) Provide and maintain air conditioning equipment capable of maintaining a maximum inside temperature ~~at least twenty (20) degrees cooler than the outside temperature, but in no event higher than eighty-five (85) degrees Fahrenheit, of seventy-eight (78) degrees Fahrenheit, with an outside temperature of ninety-eight (98) degrees Fahrenheit;~~

~~(a) If a notice of violation is provided under this section in excess of six (6) times within a twelve-month period, it is deemed that all or part of the air conditioning system under the control of the owner and manager is in total system failure. When all or part of the air conditioning system is deemed to be in total system failure, the owner and manager shall provide to the City a report, signed and sealed by a professional engineer registered in the State of Texas, recommending corrective action to ensure the air conditioning system will function without any further interruptions or violations. The bBuilding oOfficial will establish a reasonable compliance date and provide notice to the owner and manager of the compliance date.~~

(1) Each seventy-two (72) hours or fraction thereof the violation is not corrected will be considered a separate notice of violation.;

(9) Provide and maintain supply lines for electrical service to each dwelling unit.;

(10) Connect each heating device that burns solid fuel to a chimney or flue.;

(11) Provide and maintain electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures.;

(12) Maintain all electrical, plumbing, heating, cooking, refrigeration and other facilities supplied by the owner in good working condition at all times.;

(13) Provide and maintain each dwelling unit with approved listed smoke detectors in each dwelling unit. , The smoke detectors must be among those on an approved list[CS12] maintained by the building official, and must be installed in accordance with[CS13] and local adopted codes.;~~and~~

(14) Cooking appliances shall not be used to provide space heating to meet the requirements of this subsection[CS14].;

(15) Provide and maintain all exterior illumination in the following areas:

(a) At appropriate points adjacent to all building entrances, including individual dwelling units. Lighting shall be sufficient to illuminate areas where hazards may reasonably exist.;

(b) Locate and provide All parking areas, walkways, stairs, steps, doorways, and garbage storage areas of the apartment complex ~~so to such a degree~~ that the facial features of a person at least five (5) feet tall are distinguishable from a distance of thirty-five (35) feet[CS15].

(c) Provide sSecurity lighting in compliance~~must comply~~ with all applicable city ordinances and state law.

(163) Timely pPay all utility bills ~~on time~~ to prevent ~~all~~ cut-off of utilities by utility companies.

(d) *Health standards.* A landlord shall comply with the following requirements.;

(1) Eliminate rodents and vermin in or on the land.;

(2) Maintain the interior of a vacant structure or vacant portion of a structure free from rubbish and garbage.;

(3) Keep the interior of a ~~vacant~~ structure or ~~vacant~~ portion of a structure free from insects, rodents and vermin.;

~~(a) All structures in which insects, rodents or vermin are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, the owner and manager shall take proper precautions to prevent reinfestation.~~

(a) The landlord shall maintain those portions of the interior of a structure under his or her control free from rubbish, garbage, and other substances that may encourage infestation by insects, rodents, or vermin, and from all other unsanitary conditions, and shall cause the structure to be exterminated of insects, rodents, and other pests by an exterminator licensed by the state within five (5) days after receiving notice from the Ceity that extermination is necessary.;~~and~~

(b) All structures in which insects, rodents or vermin are found shall be exterminated by approved processes that will not be injurious to human health. After extermination, the owner, manager and occupant shall take proper precautions to prevent re-infestation.

(4) Provide and maintain appropriate receptacles and conveniences^[CS16] for the removal of ashes, rubbish, garbage and any other waste materials and to arrange for frequent removal of such waste materials.

(5) Provide and maintain food-contact surfaces that shall be smooth and easily cleanable; impermeable to liquid; unpainted; not resurfaced; free from areas which are inaccessible to cleaning and inspection; free from breaks, seams, cracks, chips, pits, or similar imperfections; and free from difficult-to-clean internal corners or crevices.

(6) The owner and manager^[CS17] shall take immediate action to clear stoppages and partial blockages of all sanitary sewer systems. The landlordowner and manager shall within twenty-four (24) hours after notice of a malfunctioning sewer system:

(a) Reinstate properly functioning sewer service; and

(b) Complete removal of all residue, and complete treatment of all affected areas with a suitable disinfectant, including, but not limited to, all area inside structures, underneath structures, and all premises under the control of the owner and manager.

(7) Maintain in operable condition, in compliance with the International Fire Code, all systems, devices, and equipment provided on the property to detect a fire, smoke, or carbon monoxide, to actuate an alarm, or to suppress or control a fire, or any combination thereof. in operable condition at all times in accordance with the International Fire Code;

(8) Remove all mold using methods acceptable to the building official.

(a) Smooth, hard surfaces, easily cleanable and generally resilient to mold growth and development may be cleaned for the abatement of mold.

(b) Rough and porous surfaces, including wall coverings and finishes may be cleaned, treated and painted for the abatement of mold as so long as the mold growth does not reappear in the same location after the initial treatment. If the initial treatment fails to prohibit the growth of mold, the coverings and finish systems shall be replaced including paneling, gypsum board and any other surface to which the growth ismay be attached to.

(9) -Maintain in a clean and sanitary condition the shared or common areas of the dwelling and premises in a clean and sanitary conditionhereof.

(e) *Defense to prosecution.* It is a defense to prosecution under Ssubsection (a) of this section that the premises concerned is the site of new construction and reasonable and continuous progress is being made to complete the construction.

(Code 1960, § 9A.2-27)

Cross reference— Buildings and construction, Ch. 5; solid waste, Ch. 14; water and liquid waste, Ch. 16.

Sec. 7-59. - Responsibilities of tenant.

(a) A tenant shall comply with the following requirements.

(1) Maintain the interior of a dwelling unit occupied by the tenant free from rubbish and garbage.

(2) Remove an animal or animals from a dwelling unit if the presence of the animal or animals is a health hazard to a tenant.

- (3) Report in writing to the landlord any defective conditions in the premises or dwelling unit. Connect plumbing fixtures and heating equipment that the tenant supplies in accordance with the plumbing code and the mechanical code;
- (4) Place ~~all~~ ashes, rubbish, garbage and any other waste material in the appropriate receptacles provided ~~for same~~ by the landlord.;
- (5) Not alter a structure or its facilities so as to create a nonconformity with Section 7-58;
- (6) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, in the premises.;
- (7) Not ~~deliberately or~~ intentionally destroy, deface, damage, impair or remove any part of the premises or ~~knowingly~~ permit or suffer any other person to do so.;
- (8) Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that will not disturb any neighbors' peaceful enjoyment of the premises. For purposes of this article, such unpermitted conduct includes, but is not limited to, any loud playing of music, television, radio, instrument or any other mechanical device.;
- (9) When vacating the apartment, remove all trash and debris, or risk the loss of a portion of the security deposit.
- (10) Comply with Section 7-85 for occupancy limitations.
- (11) Not alter or remove any smoke detector, heat detector, fire alarm initiating or notification device, or any other life safety device located in the premise or dwelling unit.
- (12) Not alter or remove any window or door security hardware.

(Code 1960, § 9A.2-28)

Cross reference— Animals, Ch. 4.

Sec. 7-60. - Repair duties.

- (a) The landlord has the duty to furnish and maintain the premises in accordance with the standards enumerated in Section 7-58.
- (b) The landlord shall provide to all tenants an emergency telephone number which is answered at all times during night or day.
- (c) Upon notice by the tenant in writing of any defective condition in the premises or dwelling unit in noncompliance with the standards stated in Section 7-58, the landlord shall repair such condition within a reasonable period of time. Except as otherwise provided for emergency situations, if the landlord fails to complete ~~such~~ repairs within seven (7) days, the tenant may file a complaint in writing to the building official for enforcement of the article. The building official shall establish a time in which the repair must be completed, based upon the nature of repair and the difficulty involved, and shall issue a citation if the defect is not corrected within such reasonable time.
- (d) In emergency situations, the tenant shall notify the landlord immediately by way of the emergency telephone number. For purposes of this article, "emergency situations" are defined as a stopped up commode, overflowing bathtub or sink, broken pipes, leaking roof, emergency electrical malfunction, heating and air conditioning systems that do not meet the utility standards as specified in Section 7-58.c (7) and (8) or other situations having immediate adverse effects on the health or safety of the tenant or the subject his/her property. Upon notification, the landlord shall respond immediately and furnish assistance to the tenant within one (1) hour from such notification, where possible. If the landlord fails to complete repairs within 24 hours after notice, the tenant may file a complaint with the building official.
- (e) An owner shall provide a tenant with alternative housing that meets the minimum standards required by this article when:

(1) After being issued a notice or citation for violation of this article, the^[cs19] owner fails to^[cs20] repair heating equipment within 72^[cs21] hours after receiving such notice or citation; or

(2) After being issued a notice or citation for violation of this article, the^[cs22] owner fails to repair refrigerated air equipment within 72 hours after receiving such notice or citation; or

(3) After being issued a notice or citation for violation of this article, the owner fails to clear stoppages and partial blockages of all sanitary sewer systems within twenty-four (24) hours after receiving such notice or citation; or

(3) Required ~~Being forced to make other~~ repair works that makes the structure uninhabitable during the repair period.

(Code 1960, § 9A.2-29)

State Law reference— Landlord's duty to repair or remedy, V.T.C.A. Property Code, § 92.052.

Sec. 7-61. - Notice requirements.

~~(a)~~—A person "notifies" or "gives a notice or notification" to another person by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know it. A person "receives" a notice or notification when:

(1) It comes to his or her attention; or

(2) In case of the landlord, it is delivered at the place of business of the landlord through which the rental agreement was made or at any place held out by the landlord him as the place for receipt of the communication, or in the case of the tenant, it is delivered in hand to the tenant or mailed by registered or certified mail to the tenant him at the place held out by him or her as the place for receipt of the communication, or in the absence of such designation, to the tenant's last known place of residence.

~~(b)~~ A tenant may not file a complaint with the building official under the terms of this article until seven (7) days have elapsed following written notice to the manager.

(1) Failure of the landlord to repair air conditioning, heating or sanitary sewer systems, a tenant may file a complaint with the building official twenty-four (24) hours after the tenant gives notice to the landlord.

(Code 1960, § 9A.2-30)

Sec. 7-62. - Affirmative defenses.

Notwithstanding all other sections of this article, it will be an affirmative defense to a complaint if the defendant landlord or tenant ~~is~~^[cs23] able to establish that:

(1) The noncomplying condition described in the complaint was repaired within the prescribed time limits set forth in Section 7-60;

(2) The noncomplying condition was repaired within the time limits established by the building official, or that the period for repair was unreasonable due to circumstances beyond the control of the landlord;

(3) The required notice in Section 7-61 was not provided;

(4) The noncomplying condition was caused by the deliberate or intentional conduct of the complaining party; or

- (5) The noncomplying condition could have been corrected but for the tenant's refusal to permit access to his apartment.

(Code 1960, § 9A.2-31)

Sec. 7-63. - Rental agreement; disclosure; administrative responsibilities.

- (a) A landlord shall disclose to the tenant, by properly posting in the office, the name and address of:
- (1) Each property manager and resident manager; and
 - (2) The management company responsible for the operation of the company.
- (b) A landlord shall leave notice of entry, whenever it is necessary to enter an apartment without the specific permission of the tenant. Such notice shall include date, time, purpose and the person who has entered the apartment unit.
- (c) A landlord shall distribute to all tenants a copy of this article, describing the rights and responsibilities of the tenants, and shall keep a log book with name, date and signature of the person receiving same, for a period of one (1) year, for official use by the city. The building official or other representative of the city may inspect the log book upon request, with the consent of the landlord; or through a warrant, subpoena or any other remedy provided by law.

(Code 1960, § 9A.2-32)

Sec. 7-64. - Retaliatory eviction[CS24].

- (a) Unless otherwise provided by state law, a landlord shall not ~~retaliate against a tenant by~~ increasing rent, ~~or cutting~~ off utilities, or evict the tenant from the premises because:
- (1) The tenant has made a complaint to the building official about conditions in the apartment or dwelling unit which might not be in compliance with the health, housing or fire codes, as required by this article and this code, and which conditions materially affect the health and safety of the tenant, provided that ~~and~~ the condition was not caused by the tenant;
 - (2) The tenant makes a general complaint to the landlord about violation of his rights under this article; or
 - (3) The tenant files a complaint against landlord under this article.
- ~~(b) Even if the tenant claims "retaliation," the landlord may still evict him or her, if [CS25]:~~
- ~~(1) The rent is overdue;~~
 - ~~(2) There are code violations caused by the tenant or his or her visitor;~~
 - ~~(3) The tenant is damaging property, disturbing the peace, or using the apartment for illegal purposes.~~

(Code 1960, § 9A.2-33)

State Law reference— Retaliation by landlord, V.T.C.A. Property Code, § 92.057.

Sec. 7-65. - Penalties.

- ~~(a)~~ Any person violating any provision of this article shall, upon conviction thereof, be subject to enforcement and a fine as specified in Section 1-6 of this Code.
- ~~(b)~~ After notice, a person who knowingly continues to violate a provision of this article, or fails to perform an act required of him by this article, commits an offense, and upon conviction thereof, shall be fined

~~as specified in section 1-6 of this Code. A person commits a separate offense each day or portion of a day during which a violation occurs or continues~~ [CS26]-

(Code 1960, § 9A.2-34)

Secs. 7-66—7-80. - Reserved.

DIVISION 2. - LICENSE

Sec. 7-81. - Required; trade name registration.

- (a) No person shall maintain, conduct, operate or rent a dwelling unit in an apartment complex for compensation within the city, or act as agent for another who is renting dwelling units in an apartment complex, without first obtaining an apartment license from the building official. Should a person own or maintain an apartment complex at more than one (1) location, a duplicate license is required for each additional location. The license issued to an owner authorizes such owner and its bona fide agents or employees to rent dwelling units to tenants.
- (b) An owner shall register with the building official the trade name of his apartment complex, and shall not use or permit to be used more than one (1) trade name at a single location.

(Code 1960, § 9A.2-23)

Sec. 7-82. - Application; place of business; issuance, renewal and expiration.

- (a) ~~Applications~~ ~~an applicant~~ for a license shall be filed with the building official ~~a written application~~ ~~an application up~~ on a form provided for that purpose, ~~which shall be signed by the owner and his property manager~~. Should an applicant own an apartment complex at more than one (1) location, a separate application must be filed for each location. The following information shall be required in the application: Name, primary address, telephone number of the owner, property manager, resident manager and lender, ~~and~~ the street address of the apartment building, ~~and if incorporated~~, the name of the registered agent on file with the secretary of state.
- (b) The apartment complex licenses expire on May thirty-first of each year.
- (c) The building official may, at any time, require additional information of the owner or property manager, to clarify items on the application.
- (d) When the resident manager, address, trade name, ownership, lender or management of an apartment complex is changed, notice of such change, together with updated information, including but not limited to name, address and telephone number of the new agent, owner, lender or management, shall be provided to the building official within ten (10) days.

(Code 1960, § 9A.2-24)

Sec. 7-83. - Apartment license fee.

The annual fee for an apartment complex license is thirteen dollars (\$13.00) per unit. The fee is payable to the City of Mesquite and is due on May 31 of each year.

(Code 1960, § 9A.2-25; Ord. No. 3382, § 1, 9-21-00; Ord. No. 3761, § 1(16), 9-19-05; Ord. No. 4391, § 2, 9-21-15)

Sec. 7-84. - Display, replacement and transferability.

- (a) Each license issued pursuant to this article together with a copy of this article must be posted and displayed in a conspicuous place and kept in the leasing office or other office location in a conspicuous place to which the tenant has access to during reasonable hours of operation. ~~three (3) conspicuous places in the apartment complex to which the tenant has access.~~

~~(b) — A replacement license may be issued for one lost, destroyed or mutilated, upon application on the form provided by the building official. A replacement license shall have the word "replacement" stamped across its face and shall bear the same number as the one it replaces.~~

(be) An apartment complex license is not assignable or transferable.

~~(cd) — An owner or property manager shall notify the building official within ten (10) days of a change or partial change in ownership, lender or management of the apartment complex, or a change of address or trade name.~~

(Code 1960, § 9A.2-26)

Sec. 7-85. — Occupancy limits~~Density~~ [CS27].

(a) An owner shall not allow a structure or dwelling unit to exceed the occupancy limits in Texas Property Code Section 92.010, as amended. —Notwithstanding the provisions of all other city ordinances, the maximum number of adult persons per unit is as follows:

~~(1) — Dwelling unit. No more than two (2) occupants per each bedroom plus one (1) additional occupant is permitted to reside in a dwelling unit.~~

(b) The owner, manager, and licensee shall keep records that reflect the number of occupants in each dwelling unit. The building official or other representative of the city may inspect the occupancy records upon request, with the consent of the landlord; or through a warrant, subpoena or any other remedy provided by law. Said records shall be available for review by the city during regular working hours or upon receipt of reasonable notice.

~~(c) — It shall be unlawful and a violation of this section for an owner or manager to permit or allow a violation of any of the terms of this section.~~

~~(d) — It is unlawful for an occupant to violate, or permit, or allow any person or persons to reside in the occupant's unit in violation of this section.~~