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Rental Inspections Procedures Policy

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The purpose of this policy is to create uniform and fair rental licensing inspections procedures while safeguarding privacy for Ramsey residents living in rental housing units.

A. Licensing and Inspections Rationale

1. For the tenants. Ramsey residents living in rental housing do not have the legal ability to make improvements to the property and structure in which they live. The rental licensing inspection program will assist our residents in obtaining minimum standards for their living environment. In some instances, tenants do not feel comfortable reporting maintenance problems with their property managers out of fear of retaliation or being billed for repairs. They may also be unaware of when something is not working properly.
2. For the property owners. Investment property owners generally want to provide good quality housing for tenants. In the event a tenant is causing damage to property, the rental licensing inspection program will offer an outside verification and documentation of property conditions to aid in ensuring lease requirements are being met. The regular inspection cycle will also help identify minor issues before they escalate into major repairs, potentially saving property owners money in the long run. Many insurance companies offer discounts to investment property owners when their properties are regularly inspected.
3. For the neighbors. A rental licensing inspection program gives neighbors assurances that rental properties will meet minimum standards and have reasonable comply-by dates should a correction be needed.
4. For the whole community. Blighted and substandard properties detract from the overall value of a community and therefore the reputation the community has in the region. A rental licensing inspection program will help keep Ramsey looking good and being a place people want to live and do business.

B. Responsibilities

1. Tenants should report all maintenance issues with the property manager immediately prior to making a complaint with the Rental Inspector.
2. Property managers should be attentive to the needs of the tenants.

C. Definitions

1. Definitions for terms listed within this policy shall be found in City Code Section 26-615 (Definitions, Residential Rental Dwelling Units).
2. For purposes of this policy, the term “property manager” shall be used as defined and to include the owner(s), maintenance person, caretaker, or any individual who accompanies the rental inspector on a rental inspection.

D. License Application

1. License Term – 12 months from the date of license approval.
2. Renewals – Renewal forms will be sent out 45 days prior to expiration. Renewal applications are due prior to the expiration date of the initial license. The renewed license expires one year from the expiration date of the initial license, regardless of when the renewal application is submitted.
3. Background Checks – Background checks in accordance with State Law will be conducted by the Police Department. The Community Development Department will collect the information as part of the application forms. Once a complete application is made, the background check portion (signature page and photocopy of identification) will be separated from the application packet and given to the Police Department for the background check and it will be kept with the Police Department in accordance with data retention laws. The Police Department will report back to the Inspector “pass” or “not pass.” All information discovered during the background check remains private with the Police Department subject to data practices laws. At the time of license renewal, property owners may request a new background check on their property managers.
4. Tax information – Tax identification numbers (corporate or social security numbers) shall be collected and annually reported in accordance with State Law. For individuals who own rental property (not corporations, LLCs, business entities, etc.) who provide social security numbers, that data is stored securely in accordance with State Law.

- E. Renewal Application – The renewal application will ask if anything previously submitted has changed. If nothing has changed from the previous initial application or renewal application, the property owner will certify a statement stating such. If any portion of the application has changed (property manager, business address, or the like) the appropriate portion(s) of the application packet shall be provided. A change in business ownership name or entity will be considered a new application.

F. Scheduling Inspections

1. Frequency of Inspection
 - i. New licenses – Must be scheduled for within three months of license application.
 - ii. Established licenses –
 - (1) Every three years for properties where minimal minor corrections (such as smoke detector batteries, repairs requiring a building, electrical, or plumbing permit, etc.) were needed at the last inspection; or

- (2) Annually for properties with several or major corrections (such as water damage, fungal matter, electrical, severely ripped carpeting, egress window issues, illegal activity, etc.) needed at the last inspection.
 - (3) Annually or bi-annually for any property on a 3-year cycle if requested by the property owner.
 - (4) Apartment buildings on a three-year cycle will be inspected annually with approximately one-third of its units inspected. To the fullest extent possible, the units will be divided methodically: by floor (i.e., first floor one year, second floor the next year, and the third floor the year after) or by verticality (units #_01 through #_20 year one, units #_21 through #_40 year two, and units #_41 through #_60 year three); or even/odd (if on a 2-year cycle or a two-story building with fewer than 60 units). Common areas will be inspected annually—if possible, in conjunction with the annual Fire inspection. Units will not be chosen at random in that could result in uneven inspection scheduling or an appearance of targeting certain units.
 - (5) A property can move from an annual schedule to a less frequent inspection schedule after an inspection demonstrating no or minimal corrections needed.
2. Inspection Scheduling – Property owners will be asked their preferred dates and times for inspections. The inspector will ask if a single-family/townhome unit is occupied or vacant. Scheduling preference is for tenant turnover period with single-family/townhomes. It is acknowledged that property managers may want an inspection report prior to tenant move-out in order to properly schedule his/her maintenance work during the turnover period. It is the responsibility of the property owner to coordinate scheduling with the tenant.
3. Times of inspections. Inspections will be conducted during normal City Hall business hours and dates. Evening and weekend scheduling will only be made as a last resort, subject to supervisor approval. The Rental Inspector will notify the on-duty Police Department sergeant before going on an after-hours inspection of the timeframe and location of the inspection(s) and then check-in via email or phone call once the inspection is completed. No inspections will be conducted on observed holidays.
4. Inspector lunch break – A property manager can request inspections for multiple properties to be conducted back-to-back. The Rental Inspector will be able to suspend the inspections, after finishing a rental dwelling unit, to take a lunch break at a reasonable time.
5. Notice to Property Manager by City. The property manager will be given the opportunity at any time to schedule an inspection. The offer to schedule will first be made during the time of initial application/renewal, but scheduling an inspection at this time is not required. The Inspector will provide an email reminder 30 days prior to when an inspection is needed—within three months of the initial application or on the annual cycle as noted above in Section E. If the property manager does not contact the Inspector with a desired inspection time two weeks before an inspection is due, an inspection will be scheduled and the property manager notified.
6. Notice to Tenants by Property Manager. The property manager is required to provide the tenant with at least 24-hours' notice as required by State Law. It is encouraged that the property manager provides additional notice as a courtesy.

7. Notice to Tenants by City. If the appointment was made at least one week in advance of the inspection and if the unit is occupied, the Inspector will send via US Mail an informational letter to the unit. For inspections scheduled less than one week in advance, every attempt will be made to contact the tenant with the assistance of the property manager. The informational letter will contain:
 - i. The date and time of the appointment;
 - ii. The checklist of what the inspection will cover;
 - iii. A request that animals be caged, removed from the unit, or physically under leash by the pet owner;
 - iv. The website address of the Attorney General's Landlords' and Tenants' Rights and Responsibilities publication;
 - v. A request any rescheduling be made at least one business day prior to the scheduled inspection. If the tenant has given official notice to vacate the unit, the tenant can request the inspection is instead conducted after moveout has occurred;
 - vi. A notice that the tenant does not need to be present for the inspection to occur, but any unaccompanied minor children cannot be home;
 - vii. A notice that the tenant is welcome to accompany the Inspector throughout the inspection.
 - viii. A notice that photos of items requiring correction may be taken.
8. Complaint Inspection requested by Tenant. A tenant may request an inspection due to an unresolved maintenance issue or an emergency situation. The Inspector will ask if the tenant has already discussed the issue with the property manager. If the tenant has not first contacted the property manager about the issue, the Inspector will advise the tenant that must be done first and take no further action. If the tenant has contacted the property manager, but is not getting resolve on the issue, the Inspector will contact the property manager in an attempt to discuss the issue over the phone. The Inspector will respond to the tenant and conduct a limited inspection based on the tenant's complaint with or without the property manager present. The complaint-based inspection will not replace the required annual inspection unless the property manager is present and the tenant agrees to it.
9. Complaint Inspection by other party – If a Code Enforcement complaint on a rental property comes from a neighbor or other party, the Rental Inspector and Property Maintenance Specialist shall discuss the property and either will handle the complaint. Factors determining the assigning of responsibility can include results from a previous rental inspection, established relationship with the property manager, or if the complaint is a repeat violation.
10. Referral from Police or Fire Departments. During response to a 9-1-1 call, a responding police officers or firefighters may notice what they feel are questionable property conditions. The Rental Inspector will discuss the concern with the officer or firefighter before contacting the property manager and/or tenant as the situation warrants.

G. Conducting Inspections

1. Property manager present

- i. No-Show – if the property manager fails to show to a scheduled appointment, or more than 15 minutes late, the inspection time will be considered one of the inspections included in the license fee.
- ii. The property manager must accompany the Inspector throughout the entire unit. If the property manager refuses to accompany the inspector, it shall be considered a no-show. This requirement is so that the property manager can see firsthand any violations discovered in the inspection as well as hold each other accountable for being in someone's home.

2. Access to the rental dwelling unit

- i. The Rental Inspector will knock on the door or ring the doorbell and introduce him/herself upon the tenant answering. City-issued identification will be clearly visible and shown.
- ii. Refused access by tenant – The Inspector will first ask if the tenant has a better time/date to conduct the inspection within 30 days. If the tenant still refuses to allow access, the Inspector will ask the property manager if the tenant is scheduled to move out within 60 days, then the inspection will occur at turnover. The property manager will attempt to work with the tenant per Minn. Stat. §504B.211, subd. 3(4).
- iii. If the tenant is not home or there is no answer, the property manager, not the Rental Inspector, will unlock the door. Upon opening the door, the Inspector will announce loudly "City Inspector, anybody home?"

3. Tenant can accompany – The Rental Inspector will allow the tenant to accompany the inspection and the Inspector can provide educational opportunities as appropriate.

- i. If only a minor is at home – The inspector and property manager will not enter the rental dwelling unit. No inspection will be conducted and the inspection will be rescheduled after the property manager has contacted the adult resident for scheduling confirmation.

4. If the tenant is not home – The inspection will occur with the property manager present.

5. Basis for inspection. – The rental inspection shall be based in the International Property Maintenance Code (IPMC) that was adopted by the City Council in 2021 by Ordinance #21-13 and authorized by Minn. Stat. §504B.211, Subd. 3(4). The City has a checklist (Appendix A) that is provided to the property owner and tenant prior to the inspection. This checklist is available on the City's website. The Rental Inspector will inspect all rooms of a rental dwelling unit.

6. Garages

- i. Single-family/Townhomes – Primary attached or detached garages will be inspected.

- ii. Apartments – Enclosed garages, parking structures, and underground parking will be inspected annually as a part of the common areas.
7. Other Detached Accessory Structures – Interiors shall only be inspected if the structure(s) are intended for use by the tenant. Exteriors shall be inspected regardless of user.
8. Property/Grounds. The inspection shall include a walk around the structure to see exterior yard conditions such as long grass and weeds, dumping, junk vehicles, illegal parking, and the like. Winter conditions can limit or prevent this from occurring, therefore inspection scheduling preference to single-family homes will be during late spring, summer, and early fall. If the inspection is done during winter months, a recent (within 6-months) aerial photo may be used for discussion purposes, but not for enforcement action.
9. Places where an inspection will not occur:
- i. Cupboards/cabinets - An inspector will not open any cupboard or drawer, except electrical panels, cabinets under sinks so that plumbing can be inspected, and cabinets above stoves/microwaves to inspect venting.
 - ii. Furniture, dressers, chests, nightstands, medicine cabinets, etc.
 - iii. Under beds or furniture.
 - iv. Any boxes, totes, cases, suitcases, etc.
 - v. In closets, the inspector will only inspect the floors and ceilings for evidence of water leaks or insect infestation if seen from outside. Well rooms and utility closets are not considered closets and will be inspected as any other room. A tenant may request the Rental Inspector to inspect other closets.
 - vi. The Rental Inspector will not climb, stand, or sit on any piece of furniture.
 - vii. For safety, the Rental Inspector will not climb or stand on a roof, however, any portion of the roof that is visible from a safe location can be inspected. Rooftop HVAC units on apartment buildings will be inspected.
10. Photography. Photos may only be taken by the Inspector for items needing correction. The subject of the photo shall be prominent with any additional area as needed to identify location within the rental unit. The photo shall not, to the fullest extent practicable, include any personal belongings, people, or other evidence to the address. Photos will not be taken of the inside of any closet. The tenant may request a copy of any photos taken.
11. Plain Sight Doctrine – Evidence of Crime. An inspector, while in the performance of their official duties, may happen upon evidence of felony or gross misdemeanor level illegal activity in the unit. The inspector will discretely (if the tenant is present) tell the property manager of the situation and they will end the inspection and leave the unit. The inspector will contact the Police Department immediately to discuss the issue and wait outside of the unit for further instructions.

12. Pets. All pets shall be secured by the tenant prior to conducting the inspection. If the property manager is familiar with the pet, the property manager may (with consent of the tenant) secure the pet. Gentle and docile pets may, at the Inspector's discretion, be unsecured during the inspection. Refusal or the inability to secure pets will result in the cancellation of the inspection.

H. Report of Inspection Findings

1. Report to Property Owner. The property manager will receive an inspection result statement via email within two business days of the inspection along with the timeframes and procedures for any required corrections.
2. Report to Tenant. Upon leaving an inspection, the Inspector will leave a card noting that an inspection was conducted; the Inspector's name, phone number, and email address; and indicate if any follow-up corrections and inspections will be required (generally). The tenant may contact the inspector after two business days to obtain a copy of the same inspection result statement, including any photos, that is provided to the property manager.

I. Follow-Up Inspections

1. Types of corrections requiring follow-up inspections
 - i. Timeframes for follow-up or reinspection
 - (1) 60 days – most violations
 - (2) 7 days – smoke/CO detectors, water heater repair
 - (3) 1 day – no heat, no water or make arrangements for the tenant to stay in a hotel.
 - (4) Deadlines may be extended with supporting reasoning prior to the deadline.
2. Corrections requiring building permits/inspections – if a building inspector is required to finalize a permit for a new water heater, plumbing, deck repair, etc., that will constitute the reinspection upon passing the building inspection.
3. Follow-up photos or videos. The Rental Inspector may offer the submission of a photo or video showing the violation being corrected in lieu of an inspection at the discretion of the Rental Inspector based on the needed correction. Should the photo not provide adequate information showing the violation corrected, the Rental Inspector may schedule a follow-up inspection.
4. Follow-up documentation. The Rental Inspector may accept a receipt or report of a plumber, pest control, exterminator, arborist, or the like stating the work that was conducted and the address for corrections where building permits are not required in lieu of a follow-up inspection.
5. Reinspection Fees – the first inspection and the first re-inspection (follow-up) are included in the rental license fee. Additional re-inspections are subject to the fee set forth in the annual fee schedule.

- 6. Violation fines – failure to correct any issue within four re-inspections or 90 days shall be subject to administrative fines or citations per the procedures set forth in Chapter 2.
- J. Appeals of Inspection Results. The landlord may appeal the inspection results of the Rental Inspector to the City's Building Official within 5 business days of the issuance of the inspection report. The Building Official must review the appeal and provide a written response within X days.
- K. License Suspension and Revocation – per City Code Chapter 26.
- L. Violations of this policy are subject to disciplinary action per the City Personnel Policy or collective bargaining unit.