

# **Robbinsdale Police Department**

## **Rental Property Information**



**For additional information, please contact:  
Community Engagement Officer  
(763) 531-1225**

## **Robbinsdale Police Department Rental Property Information**

### ***City Ordinances***

1. Repeat Nuisance Service Call Fee: Section 927
2. Housing Maintenance Code: Section 425

### ***Important Ordinance Definitions***

1. Excessive Calls: means four or more substantiated nuisance service calls occurring within any 365-day period.
2. Nuisance Conduct: means any activity, conduct, or condition occurring upon private property within the city that unreasonably annoys, injures or endangers the safety, health, morals, comfort or repose of any member of the public; or will, or tend to, alarm, anger or disturb others or provoke breach of the peace, to which the city is required to respond.
3. Rental dwelling or rental dwelling unit: means any dwelling unit not occupied by the owner regardless of familial relationship or whether rent or other compensation is paid to the owner.
4. Tenant: means any individual named as such in any lease, or in non-lease situations, any individual obligated to owner for the payment of rent. If there is no lease, and no rent is payable, the term means all occupants of the rental dwelling.

### ***Excessive call violation notice and procedures***

In addition to procedural requirements specified in Section 927.07, property owners must take action to resolve nuisance conduct at their rental properties as follows:

After the first and second occurrence of nuisance conduct within any 365-day period at the same unit or involving the same tenant, the city shall notify the owner and tenant of the nuisance conduct by first class mail and by sending an email to the property manager contact. Such notice shall direct the owner to take steps to prevent further nuisance conduct.

After the third occurrence of nuisance conduct within any 365-day period at the same unit or involving the same tenant, the city shall notify the owner and the tenant of the nuisance conduct by first class mail and by sending an email to property manager contact. Within 10 days of the date of the notice, the owner must supply a written report of all actions taken by the owner since the first and second occurrence of nuisance conduct and actions the owner intends to take to prevent further nuisance conduct.

After the occurrence of excessive calls at the same unit or involving the same tenant, if the property owner fails to diligently pursue correction of the situation, the City Council may fine, suspend, revoke, or not renew the rental license for the rental unit. The hearing before the City Council after the occurrence of excessive calls is a civil hearing, and the Council will make its determination based on a "fair preponderance of the evidence." It is not necessary that criminal charges be filed in order for the city to fine, suspend, revoke, or not renew a rental license and a dismissal or acquittal of criminal charges does not prohibit the city from taking action against a license.

### ***Recommended Lease Addendums***

Owners of rental properties and relative homesteads are encouraged to include crime free/drug free language for all new lease agreements or upon lease renewal. In situations where there is no written lease, the owner has the option to have the tenant execute a written agreement containing all of the regulations listed below and acknowledging that violation of those regulations will result in termination of the tenancy.

The following text is recommended for a lease addendum. Similar or equivalent language may be substituted.

- (1) Tenant, any members of the tenant's household or a guest or other person affiliated with tenant shall not engage in criminal activity, including drug-related criminal activity, on or near the premises;
- (2) Tenant, any members of the tenant's household or a guest or other person affiliated with tenant shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity, on or near the premises;
- (3) Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest;
- (4) Tenant, any members of the tenant's household or a guest, or other person affiliated with the tenant shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any locations, whether on or near the premises or otherwise.

### ***Additional Information***

Administrative Fees: Additional nuisance service fees as outlined in section 927 (repeat nuisance service calls) shall be assessed to the property, if applicable, as well any other legal remedies as noted in Section 927.11. Any outstanding fees must be paid prior to the City renewing a rental license for the licensed property. Special assessment of the prior year's fees as a result of non-payment does not qualify as a fee payment.

Rental License Sanctions: If the tenant has not been evicted after three months, the rental license(s) may be subject to suspension or revocation by the city council. In the event that an operating license is suspended or revoked by the city council, it is unlawful for the owner or owner's agent to permit any new occupancies of vacant rental units until such time a valid license is restored by the city council. Any person who violates this provision is guilty of a misdemeanor, and upon conviction is subject to a fine and imprisonment as prescribed by state law.

Right to Appeal: The owner who received notice of the violation(s) must request a hearing with the city manager within 10 business days of the notice from the police department. If the evidence during the appeal establishes that the owner proceeded in good faith to secure termination of the tenancy, but failed neither the fee nor the rental license sanctions will apply.