

CITY OF DAYTON, KENTUCKY
RESIDENTIAL RENTAL LICENSE AND SAFETY INSPECTION PROGRAM

§ 150.80 GENERAL PROVISIONS.

(A) Scope. The provisions of this subchapter apply uniformly to the construction, maintenance, use, and occupancy of all buildings, mobile homes, structures, and premises, where applicable, and shall apply uniformly to the alteration, repair, equipment, use, occupancy and maintenance of all existing buildings, mobile homes, structures, and premises within the jurisdiction of the City, irrespective of when or under what codes such buildings or structures were originally constructed or rehabilitated. No person shall lease a residential dwelling unit in the city to the public -- or allow third parties, including family members, to occupy a residential dwelling unit free of charge if the owner of the building does not live in this dwelling unit -- without first complying with the terms of this subchapter and acquiring both an occupational license and a rental inspection license from the City of Dayton, Kentucky (“City”), as required herein.

(B) Title. This subchapter shall be known and may be cited as the “Residential Rental License and Safety Inspection Ordinance.”

§ 150.81 FINDINGS.

(A) A substantial number of Dayton citizens reside in rental dwellings that are substandard and/or are detrimental to health, safety, and welfare of these residents as well as to neighboring properties.

(B) Substandard conditions in residential rental dwellings are responsible for a wide array of significant health problems, such as childhood lead poisoning, asthma, and respiratory conditions that result from exposure to mold, pests, and other household allergens as well as increased rates of injury and mortality among the elderly.

(C) Requested and systematic inspections of rental dwellings can help to ensure that the City’s rental housing stock is properly maintained and residents live in safe and healthy conditions.

(D) The continuation of substandard conditions in rental dwellings reduces property values in the City, causing economic hardships for all its citizens.

(E) The City desires to promote the health, safety, and welfare of its citizens and adopts this subchapter to ensure that all rental dwellings are safe, sanitary, and suitable in accordance with applicable ordinances and regulations enacted by the City.

§ 150.82 DEFINITIONS.

(A) Meaning of certain terms. Whenever the words “BUILDING,” “BUILDING UNIT,” “DWELLING,” “DWELLING UNIT,” “MOBILE HOME,” “PREMISES” and “STRUCTURE” are used in this subchapter, they shall be construed as though they are followed by the words “or any part thereof or any premises accessory thereto.” Words used in the singular include the plural and the plural the singular.

(B) Undefined words. Words not specifically defined in this subchapter shall have the common definition set forth in a standard dictionary, or the City’s Code of Ordinances, the most current version of the International Property Maintenance Code, or the statewide Building Code or Fire Safety Code.

(C) For the purposes of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

“ADMINISTRATIVE SEARCH WARRANT.” A written order of a judge or other officer authorized by statute to issue search warrants that commands the inspection of rental dwellings under this subchapter, which shall be obtained pursuant to Section 10.50 of the Dayton Code of Ordinances.

“BUILDING.” A fixed construction with walls, foundation, and roof, such as a house, factory, or garage.

“BUSINESS LICENSE TAXES.” Business license taxes required by §110.02 and §110.03 of the City Code of Ordinances.

“CITY.” The City of Dayton, Kentucky

“CITY CODE OF ORDINANCES” or “CODE.” The codification of the ordinances adopted by the City of Dayton, Kentucky, and published by American Legal Publishing Corporations, including supplements thereto.

“DILAPIDATED.” No longer adequate for the purpose or use for which it was originally intended, or the City has deemed it blighted.

“DWELLING UNIT.” Any enclosed space used or intended to be used -- wholly or in part -- for living and sleeping purposes, whether or not cooking and eating facilities are provided, including such space provided to third parties by the owner, including family members and friends, free of charge. Temporary housing, as defined hereinafter, shall not be classified as a “DWELLING UNIT.” Industrialized housing and/or modular construction used or intended for use of living and sleeping purposes shall be classified as DWELLING UNIT. DWELLING UNIT shall not include hotels or motels that primarily rent rooms on a daily or weekly basis, but it does include short-term rentals.

“FIRE SAFETY CODE.” The current NFPA Code (including NFPA 101, Life Safety Code), or any other code (such as electrical code or fire alarm code) adopted by the City and/or the Bellevue-Dayton Fire Department.

“HABITABLE ROOM.” A room or enclosed floor area used or intended to be used for living or sleeping purposes, excluding bathrooms, basement laundries, furnace rooms, utility rooms of less than 50 square feet of floor space, corridors, stairways, closets, storage spaces, unheated areas, and workshops and hobby areas below ground level.

“HOUSEHOLD.” One or more individuals living together in a single dwelling unit and sharing common living, sleeping, cooking, and eating facilities.

“HOUSING CODE.” The current property maintenance code enforced by the the City, including the International Property Maintenance Code and nuisance ordinances adopted by the City.

“KENTUCKY BUILDING CODE.” The statewide Building Code adopted pursuant to KRS 198B.010 *et seq.*, or other versions of the Building Code applicable to the particular structure or building.

“LEASE.” A contract that conveys the use and occupancy of a dwelling unit to persons for a specific term and specific rent *or* when a property owner, who does not live the dwelling unit in question, allows persons, including family members, to reside in a dwelling unit free of charge or in exchange for the payment of utilities or the provision of other goods or services.

“MOBILE HOME.” A structure, transportable in one (1) or more sections, which is eight (8) feet or more in width and forty (40) body feet or more in length when in the traveling mode, has three hundred twenty (320) or more square feet when erected on site, is built on a permanent chassis, is designed to be used as a dwelling, with or without a permanent foundation, when connected to the required utilities, includes plumbing, heating, air-conditioning, and electrical

systems and may be used as a place of residence, business, profession, or trade by the owner, lessee or their assigns, and may consist of one (1) or more units that can be attached or joined together to comprise an integral unit or condominium structure.

“OCCUPANT.” Any individual having possession of a premises or any individual over one year of age, living, sleeping, cooking or eating in or having possession of a dwelling unit or a rooming unit, including family members and others who are living in the premises, whether or not they are paying rent to the owner or operator of the premises.

“OPERATOR.” Any person who has ownership, charge, care, control, or management of a building, or part thereof, in which building units are leased.

“OWNER.” Any person who alone, jointly, or severally with others, as of January 1 of each calendar year, beginning on January 1, 2022:

a) Has legal title to any premises, building, or dwelling unit, with or without accompanying actual possession thereof, including property for which the owner has granted or has attempted to grant equitable interest to an occupant, whether by land contract or other legal document; or

(b) Shall have charge, care, or control of any premises, building, or dwelling unit, as owner, as an agent of the owner, or as executor, administrator, trustee, or guardian of the estate of the owner. Any such person thus representing the owner shall be bound to comply with the provisions of this subchapter and of rules and regulations adopted pursuant to it to the same extent as if he or she were the owner.

“PERSON.” Any individual, firm, corporation, limited liability company, association, partnership, cooperative, trust, or governmental agency.

“PREMISES.” A platted lot or part thereof or unplatted lot or parcel of land or plat of land, either occupied with a dwelling or other structure or unoccupied, and includes any such building or part thereof, accessory structure, or other structure thereon.

“SHORT-TERM RENTAL.” (a) Any residential dwelling unit or part thereof; (b) Offered or held out to the public or rented on a hosting website, web, or mobile application, or other online platform through which short-term rentals are listed, advertised, solicited, or otherwise held out for rent; and (c) For a duration of occupancy of less than thirty consecutive days, or longer if the short-term rental otherwise meets the definition herein.

“RENTAL DWELLING.” Any residential structure or residential or commercial building containing one or more dwelling units, which the owner rents or leases or intends to rent or lease to the public for residential purposes *or* the property owner of the structure, who does not reside in the dwelling in question, allows persons, including family members, to occupy the dwelling unit free of charge and/or in exchange for the payment of utilities or the provision of other goods or services.

“RENTAL INSPECTION LICENSE” or “INSPECTION LICENSE.” The rental dwelling license established and required by this subchapter.

“RENTAL DWELLING UNIT.” Any residential unit within a rental dwelling that is actually rented, leased, or otherwise made available to the public or is intended to be rented, leased, or otherwise made available to the public for residential purposes, excluding those units not covered by this subchapter. With regard to mixed-use properties, only those units within the parcel that are rented, leased, or made available to the public for residential purposes shall require a rental dwelling license.

“OCCUPATIONAL LICENSE.” The occupational license for every person engaged in the business of leasing or renting real property as required by Section 110.03(A)(2) of the City Code or Ordinances.

“RENTAL UNIT INSPECTOR” or “INSPECTOR.” Any authorized City employee or contractor, including, but not limited to, a License Inspector, Code Enforcement Officer, City

Administrator, Assistant City Administrator, inspectors with the Campbell County Planning, Zoning, and Building Department, and inspectors with the Bellevue-Dayton Fire Department.

“RESIDENT.” Any adult or child residing within the City.

“SAFETY.” The condition of being reasonably free from danger and hazards that may cause accidents or disease.

“SUPPLIED.” Paid for, furnished by, provided by, or under the control of the owner, operator, or its agent.

“TEMPORARY HOUSING.” Any tent, trailer, transient mobile home, or any other structure used for human shelter that is designed to be transportable and that is not attached to the ground, to another structure, or to any utility system and remains on the same premises for more than 30 consecutive days.

“UNIT.” A room or group of rooms located within a building forming a single habitable unit.

§ 150.83 RESPONSIBILITIES OF OWNERS.

(A) Every owner and/or operator of a rental dwelling in the City must register every rental dwelling unit it owns or operates in the City every year and pay an annual rental license fee for each rental dwelling unit. The owner and/or operator must *also* acquire an occupational license to do business in the City and pay annual business license taxes pursuant to subchapter 110 of the Dayton Code of Ordinances.

(B) No person shall let a rental dwelling unit in the City for occupancy unless it is clean, sanitary, and complies with all applicable laws and the City Code of Ordinances, including the International Property Maintenance Code, the Kentucky Building Code, the Kentucky Fire Safety Code, and applicable Dayton city ordinances.

(C) Every owner of a building containing two or more rental dwelling units shall maintain in a clean and sanitary condition any shared entrances or shared stairways or public areas.

(D) Every owner of a building containing one or more rental dwelling units shall maintain the private sidewalks, curbs, and grassy areas contiguous to the rental property in a safe condition free of patent defects, trash and debris, and dangerous conditions.

(E) Every owner of a building containing one or more units shall comply with the provisions of the City of Dayton Code of Ordinances, including the removal from the premises of all brush, weeds, stumps, dead trees, obnoxious growth, filth, garbage, trash, and debris.

(F) Every owner of a building containing one or more rental dwelling units shall comply with all provisions of the City Code of Ordinances, including ordinances prohibiting nuisances as set forth in Chapter 99 of the Code. In addition, every owner of a building containing one or more units shall screen the area where garbage cans and receptacles are kept on the premises so that the garbage area is not easily visible to those persons using the public sidewalks and streets. Screening may be accomplished by the erection of a fence, planting shrubs and foliage, or by using a fence or foliage already in existence so long as such screening applies to applicable zoning and building codes.

§ 150.84 RENTAL INSPECTION LICENSE; FEES.

(A) No person or entity shall rent or offer for rent a dwelling unit in the City unless the building is covered by a current, unrevoked Dayton occupational license, as required by subchapter 110 of the Dayton Code of Ordinances, *and* a Dayton rental inspection license, as required by this subchapter.

(B) The City of Dayton hereby creates a Rental License and Safety Inspection Program (“program”), which shall become effective on January 1, 2023. Any individual or entity that owns or operates a rental dwelling in the City of Dayton shall obtain an annual rental inspection license from the City for each rental dwelling unit(s) within that dwelling. Payment for each inspection license shall be due on April 15 of each year and will expire each April 15 thereafter. The City shall not issue a license to any individual or entity if it owes any taxes, fines, fees, or other obligations to the City.

(C) The annual rental license fee shall be forty dollars (\$40.00) for each rental unit, which shall be used to support and pay for the program operated through the City’s Code Enforcement Department. Under the program, the City will endeavor to inspect all rental dwelling units in the city on a biennial basis, i.e., once every two years.

(D) The City Clerk shall issue initial licenses and renewals in the names of the owners of residential rental property. No license shall be issued by the City unless the rental dwelling unit for which the license is issued meets all requirements of this subchapter and applicable rules and regulations pursuant thereto.

(E) No rental inspection license shall be issued or renewed unless the owner or its designee has applied to the City on an application form provided by the City and signed this form. The owner of the rental dwelling shall provide convenient times for inspectors to enter the building to inspect the building under the program.

(F) The City will not issue or renew a rental inspection license for a rental dwelling unless the owner of the dwelling pays the annual fee for each rental unit in the dwelling. The City will not issue an occupational license for a property owner providing rental dwelling units in the City unless the owner first submits an application and pays an annual rental inspection license fee for each rental dwelling unit it owns or operates in the City.

(G) The City will not issue or renew the rental inspection license to an individual or entity not residing in the Commonwealth of Kentucky unless such applicant designates, in writing, with the City Clerk, the name and address of an agent within the Commonwealth of Kentucky.

(H) The owner of rental dwelling unit(s) in City must produce, if requested by the inspector or other City official, a copy of the rental inspection license for these dwelling unit(s). The rental inspection license is not transferable to another person or entity. Every person holding a rental inspection license shall give notice, in writing, to the inspector within 24 hours after transferring the property or otherwise disposing of ownership or legal control of it. Such notice shall include the name and address of the person or entity that now owns or controls the rental dwelling.

(I) Whenever, upon inspection of a rental dwelling unit, an inspector finds conditions or practices that violate provisions of this subchapter, he or she may serve upon the owner or its designee notice of such violation as provided herein. This notice shall be served by the City by either hand delivery to the owner or its agent or by first-class, U.S. Mail at its last known address. Such notice shall state that if the cited violations are not corrected within a reasonable time, the owner may be subject to civil fines and/or a suspension or revocation of owner’s occupational license and/or rental inspection license.

(J) At the end of the time allowed for correction of any violations cited by the inspector, the inspector shall reinspect the rental dwelling unit, at a cost of \$40 per each additional inspection. If the inspector determines that the violations still exist or have not been properly corrected, then he or she may issue an order assessing fines for noncompliance and/or take action to suspend the City’s rental inspection license and occupational licenses for the rental dwelling. The inspector shall notify the owner of this action in writing and the owner may request a hearing, in writing, before the Code Enforcement Board within seven days after receipt of the notice of violation.

(K) Any person whose license to operate a rental dwelling has been suspended and who has been notified as provided herein shall be entitled to a hearing in the manner provided for in § 150.88

of this subchapter. The City will not revoke an rental inspection license while a hearing is pending. If, upon reinspection, the inspector finds that the rental dwelling cited with a notice of violation is now in compliance with this subchapter, then the inspector shall reinstate the license by written order, which will automatically cancel any pending hearing.

§ 150.85 INSPECTION.

(A) The inspector shall enforce the provisions of this subchapter. The inspector is authorized and directed to inspect rental dwelling units within the City in response to a complaint that an alleged violation of this subchapter may exist, when the inspector has valid reason to believe a violation of this subchapter has been or is being committed, or as part of a proactive rental inspection (“PRI”) program that the City may implement to inspect all residential rental units in the City. Complaints to the City may be submitted by any individual, including an occupant of a rental dwelling unit, a neighbor, contractor, Code Enforcement Officer, or Police or Fire Department officer.

(B) The inspector is authorized to enter and inspect all premises subject to the provisions of this subchapter for the purpose of determining whether a rental dwelling or dwelling unit complies with the provisions of this subchapter. The inspector may enter any rental dwelling unit and the common areas used by the tenant in that rental dwelling at the tenant’s invitation, without the consent of the owner and/or operator of the rental dwelling.

(C) The inspector and the owner, occupant, or other person in charge of the premises may agree to an inspection by appointment.

(D) During inspections, the owner, occupant, or other person in charge of premises, upon presentation of proper identification by the inspector, shall allow the inspector to enter and have free access to every part of the premises. If an owner refuses to allow an inspection, the inspector shall provide the owner with a notice of pre-inspection rights, which shall include information that the owner is entitled to request a pre-compliance review of the inspection by the Dayton Code Enforcement Board (“Board”), which shall determine the purpose, scope, and propriety of the inspection.

(1) The notice of pre-inspection rights shall be:

(a) Posted at the premises, building, or structure; and

(b) Sent via regular U.S. Mail to the owner’s address of record with the Campbell County Property Valuation Administrator’s office.

(2) Pre-compliance review procedure:

(a) Within 14 days after the date of posting and/or mailing the notice of pre-inspection rights, whichever is later, the owner must provide to the Board, in writing and submitted to the Dayton City Clerk, a request asking the Board to review the purpose, scope, and propriety of the inspection, along with all reasons why the inspection should not take place, and the request shall include the owner’s correct and complete mailing address if that address is different than the address of record;

(b) Where the owner does not provide a written review request to the Board within the 14-day period, the owner shall be deemed to have waived the right to a pre-compliance review of the inspection;

(c) When a Board receives a request from a property owner for pre-compliance review, the Code Enforcement Department shall provide to the Board a written explanation of its purpose, scope, propriety, and any other reasons for conducting the inspection;

(d) The Board shall review all documents submitted to it, and within 14 days after receiving this documentation, shall issue a written determination as to whether the inspection may

proceed at a building, premises, or structure; the approved scope of the inspection; the areas to be inspected; and any restrictions on the time when the inspection may be conducted;

(e) The Board shall provide its written determination to the Code Enforcement Department and mail it to the owner by regular U.S. Mail to the owner's address of record;

(f) The owner and the Code Enforcement Department shall comply with the written determination of the Board;

(g) In the event a review request is not timely submitted, or in the event the Board written determination allows an inspection to proceed and the owner does not permit the inspection to proceed, the Code Enforcement Department may issue a citation for noncompliance of this chapter and the Department, at its discretion, may seek to obtain an administrative warrant for entry to the property for purposes of inspection. The City shall obtain an administrative warrant for this inspection pursuant to Section 10.50 of the Dayton Code of Ordinances ("Code"). An owner may appeal the Board's written determination, which shall be considered a final order, pursuant to Code Section 38.11.

(E) The procedures contained in Subsection (D) of this section do not apply in any situation that requires immediate inspection of a building, premises, or structure if its condition reasonably constitutes an imminent threat to the public interest, safety, welfare, or otherwise involves exigent circumstances.

(F) No owner or landlord shall retaliate against a tenant for lodging a complaint about his or her rental dwelling unit with the City.

§ 150.86 NOTICE OF VIOLATION.

(A) Whenever any inspector determines that any premises or rental dwelling unit in a rental dwelling fails to meet the requirements set forth in this subchapter, he or she shall issue a notice setting forth the alleged violations and advise the owner that such violation must be corrected ("notice"). This notice shall:

(1) Be in writing;

(2) Set forth the alleged violations of this subchapter;

(3) Describe the rental dwelling or rental dwelling unit where the violations are alleged to exist or to have been committed;

(4) Provide a reasonable time, generally not to exceed 30 days, to make corrections to the alleged violations;

(5) Notify the owner or operator of the rental dwelling or rental dwelling unit responsible for compliance with the alleged violation(s) by regular U.S. mail;

(6) State that the violation must be corrected within 30 days and describe the procedure and time limit to apply for a reconsideration or formal hearing. An extension of this deadline may be given upon good cause at the discretion of the inspector.

(B) At the end of the period of time allowed for compliance, the inspector shall reinspect the premises or dwelling unit described in the notice.

§ 150.87 REPAIRS AND OTHER CORRECTIVE ACTION.

Whenever an owner of any rental dwelling unit fails, neglects, or refuses to make repairs or other corrective action cited in a notice, the inspector may either apply to the court for appointment of a receiver, or take other appropriate action permitted by the Kentucky Revised Statutes, the Dayton Code of Ordinances, or orders issued by the Campbell County District and/or Circuit Courts to collect rents and make repairs, or proceed in accordance with City ordinances relating to demolishing dilapidated or dangerous buildings.

§ 150.88 APPLICATIONS FOR HEARING; APPEALS.

(A) (1) Any person aggrieved by any notice or order of the inspector issued under this subchapter may file a petition setting forth his or her reasons for contesting the notice or order with the City of Dayton Code Enforcement Board (hereafter referred to as "Board"), within seven business days after receipt of such notice or order from the inspector.

(2) Upon receipt of the petition, the Board shall set a hearing date and notify the petitioner of this date. At the hearing, the City shall prosecute the case before the Board and present sufficient evidence to allow the Board to find, by a preponderance of the evidence, that a violation has occurred.

(3) At the hearing, the petitioner shall be given an opportunity to show cause why the notice or order should be modified or withdrawn or why the period of time permitted for compliance should be extended.

(4) The Board may affirm, modify, or reverse the notice or order and may grant an extension of time for the performance of any act required where practical difficulty or undue hardship exists in connection with the performance of any act required by the notice or order and that such extension is in harmony with the general purpose of this subchapter to secure the public health, safety, and welfare, or the Board may fine the owner for noncompliance pursuant to the terms of this subchapter.

(B) In addition to the other remedies outlined in this subchapter, any rental inspection license issued by the City, with notice to the holder thereof and after a hearing, may be revoked or suspended by the Board for the following:

(1) If the owner continually and persistently allows a public nuisance on the premises or permits persons occupying any rental dwelling to make or cause any loud, unnecessary, or unusual noise or any noise which either annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety, of others within the City limits;

(2) If the owner continually and persistently allows a public nuisance on the premises or permits persons occupying a rental dwelling to cause inconvenience, annoyance, or alarm or wantonly create a risk by engaging in fighting or in violent, tumultuous, or threatening behavior, or to cause a hazardous or physically offensive condition by any act that serves no legitimate purpose;

(3) If the owner continually and persistently allows a public nuisance on the premises or permits persons occupying any rental dwelling to emit or cause any foul, offensive, nauseous, noxious, or disagreeable odors that are extremely repulsive to the physical senses of reasonable persons, which annoy, cause discomfort, injury, or inconvenience to others within the City;

(4) If the owner fails to make corrections or repairs mandated by the inspector, which include, but are not limited to, work required to ensure the rental dwelling is safe and sanitary; or

(5) If the owner has failed to pay any city taxes, fees, or obligations.

(C) Final decisions of the Dayton Code Enforcement Board may be appealed to Campbell District Court.

(D) If an owner files an action for a writ of forcible detainer in the Campbell County District Court or for any action of ejectment in a court of competent jurisdiction for eviction of a tenant who is the cause of a nuisance, as described herein, then any proceeding before the Board shall be placed on hold pending a final determination by the court. If the court refuses to evict the offending tenant and the owner has made a good faith effort to abate the nuisance by eviction, then any pending proceeding before the Code Enforcement Board shall be dismissed. Dismissal shall not prevent the City, through the inspector, from implementing the provisions of this subchapter to abate future or continuing nuisances occurring in the rental dwelling.

(E) The inspector shall cooperate with an owner who is attempting to evict a tenant charged with creating a nuisance by furnishing documentary and/or oral evidence, if applicable, to the court to support the owner's efforts to prove the existence of a nuisance.

§ 150.89 PENALTY.

Violations of any provision in this subchapter shall be subject to the following schedule of civil fines:

(A) If a notice of violation or citation issued under this subchapter is not contested by the person charged with the violation, the penalties set forth in this section and in accordance with the notice issued shall apply.

(B) Any person or legal entity that violates a provision of this ordinance shall be subject to a civil fine of not less than \$50 per day, per violation, but not more than \$100 per day, per violation for the first 30 days the violation(s) remains uncorrected, and thereafter, a civil fine of not less than \$100 per day, per violation, but not more than \$250 per day per violation, until the violation(s) are corrected. The City may also recover any costs it incurs in abating the violation(s), including attorney fees, court costs, and interest. Each day a violation continues after due notice has been served shall be deemed a separate offense, up to a maximum of \$5,000 per violation.

(C) The City shall possess a lien on the property for all fines, penalties, charges, attorney's fees, court costs, interest, and other reasonable costs associated with enforcing this subchapter and placing of a lien on a parcel of real property. The lien shall be superior to and have priority over all other liens filed, except state, county, school board, and city taxes. Pursuant to KRS 65.8834, the City may elect to include the amount of any unpaid lien that has been recorded pursuant to KRS 65.8835 on any City property tax bill for the property.

(D) Each section of this subchapter violated shall be considered a separate, finable offense. If two or more sections of this subchapter or other provisions of the City Code of Ordinances are violated, then the fines for these violations shall be cumulative.

(E) The Dayton Code Enforcement Board is hereby authorized to determine within its by-laws and rules of procedure the civil fines to be imposed under this subchapter for cases that come before the Board.

(F) Any person or legal entity that is delinquent in payment of the annual rental license fee of \$40 per unit per year one month after its due date shall subject to a lien in the amount of \$250 per rental unit.