

ORDINANCE
CITY OF NEW ORLEANS

CITY HALL: September 15, 2022

CALENDAR NO. 33,898

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER MORRELL

AN ORDINANCE to ordain Article XIII of Chapter 26 of the Code of the City of New Orleans, to establish a healthy homes program, requiring the registration of rental housing property, and inspections, enforcement, fees, penalties and adjudications relative thereto; and to provide otherwise with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That Article XIII of Chapter 26 of the Code of the City of New Orleans, be and the same is hereby ordained to read as follows:

“CHAPTER 26

* * *

ARTICLE XIII – HEALTHY HOMES PROGRAM

DIVISION 1 – IN GENERAL.

Sec. 26-650. - Title.

This Article shall be known as the Healthy Homes Program.

Sec 26-651. – Purpose and Scope.

The purpose of this Article is to protect the health, safety and welfare of the public by ensuring persons who reside in Orleans Parish occupy safe and habitable dwellings. The purpose shall be accomplished by requiring registration of residential rental property, by imposing basic

14 requirements for habitability, by providing for periodic inspections of certain rental units so that
15 substandard conditions may be identified and corrected, and by securing the rights of lessees to
16 report violations without fear of retaliation. This Article shall be construed liberally to secure this
17 express intent.

18 **Sec 26-652. – Definitions.**

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

21 (a) *Affordable Rental Housing Unit* means any Rental Housing Unit that a federal, state or
22 local government entity subsidizes on a monthly basis through a lessee- or project-based
23 rental subsidy, and that is subject to periodic inspections through that subsidy provider;
24 any Rental Housing Unit in a building subject to compliance monitoring through the Low
25 Income Housing Tax Credit (LIHTC) program; or any Rental Housing Unit that is
26 restricted in its occupancy to lessees at 80% Area Median Income or below and where the
27 unit offers additional just cause eviction protections at lease termination similar to those
28 provided by the LIHTC program to reduce retaliation or is subject to similar inspections to
29 those required by the inspection provisions of this Article.

30 (b) *Certificate of Compliance* means a certificate or other instrument issued by the department
31 to the owner or lessor of a Residential Housing Unit evidencing registration of that unit in
32 accordance with this Article.

33 (c) *Department* means the Department of Safety and Permits or its designee.

34 (d) *Director* means the director of the department or the director's designee.

35 (e) *Lessee* means a person occupying or in possession of a Rental Housing Unit pursuant to a
36 written or oral agreement.

37 (f) *Lessor* means the owner or owners of the Rental Housing Unit.

38 (g) *Rental Housing Unit* means a room, or group of rooms, providing complete, independent
39 living facilities, including permanent provisions for living, sleeping, eating, cooking, and
40 sanitation for one or more persons that is or will be occupied by a lessee for residential
41 purposes for a term of more than 30 consecutive days, in exchange for any form of
42 consideration. Rental Housing Unit shall not include the following:

43 (1) Dwelling units located in hotels, motels, bed and breakfasts, hostels, permitted
44 Short Term Rentals, or RV parks;

45 (2) Dwelling units located in any state-licensed hospital, hospice, community-care
46 facility, intermediate-care facility, or nursing home; or

47 (3) Dwelling units owned, managed, or operated by an educational or medical
48 institution, or by a third party for any of the above institutions, when units are used for the
49 sole use of employees, students, patients or others directly related to the academic or
50 medical mission of the institution.

51 **Sec 26-653. – Administration.**

52 The department, or its designee, shall be responsible for the administration and enforcement of
53 this Article.

54 **Sec. 26-654. – Fees.**

55 (a) The following fees shall be imposed and collected relative to the registration and inspection
56 of a Rental Housing Unit to offset the cost of implementation and enforcement of this
57 Article:

58	Issuance of Certificate of Compliance (per unit)	\$60
59	Annual Renewal of Certificate of Compliance (per unit)	\$60

60	Periodic Inspection Fee (per unit)	\$150
61	Inspection Rescheduling Fee (per unit)	\$75
62	Follow-up Inspection Fee (per unit)	\$200

63 (b) A lessor who fails to timely apply for or renew a Certificate of Compliance shall be
64 assessed an additional fee of \$75 if the application is made during the first 60 days that the
65 Certificate of Compliance is delinquent and, thereafter, a \$200 reinstatement fee.

66 (c) Because the provision of affordable housing in the city constitutes a valid and important
67 public purpose, Affordable Housing Units shall be exempt from registration fees pursuant
68 to subsection (a).

69 **Sec. 26-655. – Database.**

70 The City shall ensure the following data is publicly available:

- 71 (a) The address of the registered Rental Housing Unit;
- 72 (b) Information regarding past and pending inspections, including the result of any inspections;
- 73 (c) The date on which the Certificate of Compliance was received;
- 74 (d) Violations of Sec. 26-670 that were cited at the property; and
- 75 (e) Rescissions of Certificates of Compliance.

76 **Secs. 26-656-659. [RESERVED]**

77 **DIVISION 2 – REGISTRATION REQUIRED.**

78 **Sec 26-660. – Occupancy of Rental Housing Units Without Certificate of Compliance**
79 **Prohibited.**

80 It shall be unlawful for any person who does not possess a valid Certificate of Compliance to
81 permit occupancy of a Rental Housing Unit in Orleans Parish.

82 **Sec. 26-661. Registration and Submittal Requirements**

83 (a) A Certificate of Compliance shall be valid for the entirety of the calendar year for which it
84 is issued, unless otherwise rescinded, and must be reapplied for and renewed annually. A
85 Certificate of Compliance issued during the last four months of a calendar year shall be
86 valid for that calendar year and the ensuing calendar year.

87 (b) A separate Certificate of Compliance shall be required for each Rental Housing Unit
88 located on a single lot of record. The department may, however, adopt streamlined
89 procedures for consolidating submissions and for issuing Certificates of Compliance
90 involving multi-unit lots.

91 (c) An application for a Certificate of Compliance shall be made on forms created by the
92 department, which shall, at a minimum, require the following information to be submitted
93 at the time of registration:

- 94 1. The address of the Rental Housing Unit.
- 95 2. A listing of any other Rental Housing Units on same lot of record.
- 96 3. The name, address, telephone number, and e-mail address of the lessor. The address
97 must be a physical address at which legal process and notices relative to the Rental
98 Housing Unit may be served. A post-office box or similar mailing address may not
99 be accepted. In the case of a juridical lessor, the submission shall include the same
100 of the registered agent or other duly authorized representative.
- 101 4. The name, address, telephone number and email address of the property manager
102 or other person the lessee should contact to request repairs or to raise issues
103 regarding the condition of the Rental Housing Unit, if different from the owner. A
104 post-office box or similar mailing address may not be accepted.

105 5. A statement made under penalty of perjury that there are no delinquent property
106 taxes outstanding relative to the subject property and no outstanding fines.

107 6. A statement made under penalty of perjury that the lessor or an agent for the lessor
108 has conducted a reasonably recent inspection of the Rental Housing Unit and found
109 it to comply with the minimum rental standards set forth in Sec. 26-670.

110 (d) An applicant for a Certificate of Compliance with respect to an Affordable Rental Housing
111 Unit shall provide such documentation of the income-restricted nature of the property as
112 the department may reasonably require, as well as documentation establishing the
113 frequency with which the property is inspected by applicable oversight authorities or the
114 presence of just-cause eviction protections. If the department determines that the inspection
115 requirements or eviction protections applicable to an Affordable Housing Unit are adequate
116 to ensure compliance with the minimum rental standards set forth in Sec. 26-670, the
117 Department may deem the unit exempt from periodic inspection under Section 26-672.

118 (e) An applicant seeking an exemption from inspection under Section 26-672 for a newly
119 constructed or recently renovated building shall provide such documentation of the
120 condition of the property as the department may reasonably require to ensure the Rental
121 Housing Unit satisfies the exemption criteria.

122 (f) If the department has reason to believe that anything in the application is inaccurate or that
123 the Rental Housing Unit is not compliant with the minimum rental standards set forth in
124 Sec. 26-670, the department may require additional documentation from the lessor and, if
125 appropriate, require an inspection of the unit before issuing a Certificate of Compliance.

126 (g) Upon receipt of a complete application, the department shall promptly issue a Certificate
127 of Compliance to the lessor in a format designated by the department. The Certificate of

128 Compliance shall indicate whether the Rental Housing Unit is subject to the exemption
129 from periodic inspection provided in Sec. 26-672. The Certificate of Compliance shall
130 further indicate that the lessor has certified at that the Rental Housing Unit complies with
131 the minimum rental standards set forth in Sec. 26-670 and provide the name, address,
132 telephone number, and e-mail for the lessor and property manager, as well as the address
133 at which lessee complaints may be made to the City.

134 **Sec. 26-662. Certificate of Compliance -- Notice to Lessees.**

135 (a) A lessor shall provide a copy of the Certificate of Compliance, and any renewal thereof, to
136 the occupants of a Rental Housing Unit by depositing same in the unit's mailbox or in such
137 other manner as rental-related correspondence is customarily delivered to the lessee. A
138 copy of the minimum rental standards set forth in Sec. 26-670 shall also be provided.

139 (b) On a lot of record containing four or more Rental Housing Units, the lessor shall post a
140 copy of the minimum rental standards set forth in Sec. 26-670 and the rights of lessee as
141 provided for in Sec. 26-690 in a location clearly visible and accessible to lessees and
142 maintain said posting in a legible condition.

143 **Sec. 26-663. Renewal.**

144 Renewal applications must be submitted before the expiration of the then-current Certificate of
145 Compliance on forms created by the department, and shall require the same or substantially similar
146 information and certifications as those required by Section 26-661(c)-(e).

147 **Sec. 26-664. Change of Ownership or Other Information.**

148 (a) A Certificate of Compliance is not transferrable. Any person who acquires ownership of a
149 Rental Housing Unit shall re-register the Rental Housing Unit, as required by Sec. 26-661,
150 within 90 days of acquiring the unit.

151 (b) The lessor shall notify the department of any material changes in the information required
152 by Section 26-661(c)-(e) within 30 days of its occurrence and, if necessary, receive a
153 corrected Certificate of Compliance reflecting accurate and current information.

154 **Sec. 26-665. Multiple Owners.**

155 Only one Certificate of Compliance shall be required for co-owned property, provided that the co-
156 owners shall be solidarily liable for violations of this Article.

157 **Secs. 26-666-669. [RESERVED]**

158 **DIVISION 3 – RENTAL STANDARDS AND INSPECTIONS.**

159 **Sec. 26-670. Minimum Rental Standards.**

160 A Rental Housing Unit leased for occupancy in Orleans Parish shall comply with the following
161 standards:

162 (a) Each Rental Housing Unit shall have an operable fire and smoke detection system and
163 alarm. A system with missing or expired batteries shall still be deemed operable if it
164 functions properly when new batteries are inserted.

165 (b) Each Rental Housing Unit shall contain one or more bathtubs or showers, lavatories, flush-
166 type water closets or toilets, and kitchen sinks. All such plumbing fixtures shall be
167 maintained in a sanitary and good working condition and shall be properly connected to
168 the public sewer system or to an approved private system if the public system is not
169 available.

170 (c) All kitchen sinks, lavatories, bathtubs and showers shall be supplied with hot and cold
171 running water.

- 172 (d) Water heating facilities shall be in good working condition, and capable of providing an
173 adequate amount of water to be drawn at every required sink, lavatory, bathtub, and shower
174 at a minimum temperature of 110 degrees Fahrenheit.
- 175 (e) Each Rental Housing Unit shall have heating facilities in good working order that can
176 safely maintain a minimum room temperature of 68 degrees Fahrenheit in all habitable
177 rooms, bathrooms, and toilet rooms. Cooking appliances shall not be used to provide space
178 heating to meet the requirements of this section.
- 179 (f) Each Rental Housing Unit shall have a cooling system in good working order that can
180 safely maintain a maximum temperature of 80 degrees Fahrenheit in all bedrooms,
181 measured at a point three feet above the floor and two feet from exterior walls.
- 182 (g) Each Rental Housing Unit shall have a properly maintained electrical system, which shall
183 be in a safe working condition and capable of performing its intended function.
- 184 (h) If provided by the lessor, all mechanical appliances, operative fireplaces, solid-fuel-
185 burning appliances and cooking appliances shall be properly installed and maintained in a
186 safe working condition, and shall be capable of performing the intended function.
- 187 (i) Roofs, windows, and exterior doors must be adequate to prevent dampness or deterioration
188 in the walls or interior portions of the Rental Housing Unit. No evidence of mold shall be
189 present on the interior of the unit. The roof and flashing shall be sound, tight and free of
190 defects that admit rain.
- 191 (j) All interior surfaces shall be maintained free of significant cracking, decaying or other
192 defective surface conditions. Holes in interior walls and floors shall be sealed as necessary.
- 193 (k) Each Rental Housing Unit and its exterior property shall be kept free from visible rodent
194 harborage and infestation.

195 **Sec. 26-671. Periodic Inspections Required.**

196 (a) Except as otherwise provided in Section 26-672, all Rental Housing Units leased for
197 occupancy in Orleans Parish shall be subject to periodic inspections by the department to
198 ensure compliance with the minimum rental standards required by Sec. 62-670.

199 (b) Except as provided in Section 26-679, the lessor's failure to allow a periodic inspection
200 conducted in accordance this Section shall be a violation, shall constitute prima facie
201 evidence that a Rental Housing Unit is in violation of the minimum rental standards set
202 forth herein, and may serve as grounds for rescission of the Certificate of Compliance.

203 **Sec. 26-672. Periodic Inspections – Exempt Properties.**

204 (a) A Rental Housing Unit shall be exempt from the periodic inspection requirements of Sec.
205 26-671 so long as all of the following criteria are met:

- 206 1. the lessor of the Rental Housing Unit is a natural person;
- 207 2. the lessor of the Rental Housing Unit possesses a current and valid Certificate of
208 Compliance; and
- 209 3. the Rental Housing Unit is located on a lot of record containing four or fewer Rental
210 Housing Units.

211 (b) An Affordable Rental Housing Unit that meets the criteria set forth in Sec. 26-652(a).

212 (c) A Rental Housing Unit located in a building constructed or otherwise substantially
213 renovated within the last three years shall be exempt from the periodic inspection
214 requirements of Sec. 26-671 when the department determines that the new construction or
215 recent substantial renovation is adequate to ensure compliance with the Minimum Rental
216 Standards set forth in Sec. 26-670.

217 (d) The exemption from periodic inspections provided in this Section shall not prohibit the
218 department or any other appropriate agency from performing a lawful inspection of any
219 Rental Housing Unit in response to a complaint, in circumstances where there exists cause
220 to believe the property does not comply with the rental standards set forth in Sec. 26-670,
221 or as otherwise allowed by law.

222 **Sec. 26-673. Periodic Inspections – Notice.**

223 (a) The department shall provide written notice of the date and time of a periodic inspection
224 by mail and by-email to the Rental Housing Unit, to the lessor, and, if applicable, to the
225 property manager at the addresses provided in the application for Certificate of Compliance
226 or the most recent renewal.

227 (b) The department shall provide a copy of the minimum rental standards set forth in Sec. 26-
228 670 to all mailings and electronic communication required by this Section.

229 (c) Notice shall be provided at least 14 days before the date of the inspection.

230 **Sec. 26-674. Periodic Inspections – Lessor’s Duty to Secure Access.**

231 (a) The lessor or an authorized representative must be physically present at the Rental Housing
232 Unit at the date and time set forth in the notice of inspection and shall ensure the department
233 has reasonable access to the Rental Housing Unit.

234 (b) If the lessor does not appear and provide reasonable access to the Rental Housing Unit at
235 the date and a time appointed in the notice, the department shall reschedule the inspection
236 in accordance with Sec. 26-675.

237 **Sec. 26-675. Periodic Inspections – Rescheduling.**

238 (a) A lessor may reschedule a periodic inspection one time at no cost by giving written notice
239 to the department at least seven calendar days before the scheduled inspection date. The

240 rescheduled inspection shall occur within 21 days of the previously scheduled inspection
241 date.

242 (b) Rescheduling an inspection more than once, or upon less than seven calendar days' notice,
243 or as a result of the failure to the lessor to appear and provide suitable access at a scheduled
244 inspection, will result in the imposition of a rescheduling fee. Absent extraordinary
245 circumstances beyond the lessor's control, the department will accommodate no more than
246 three requests to reschedule a periodic inspection.

247 (c) If, after the third rescheduled periodic inspection, the lessor has failed to provide suitable
248 access to the Rental Unit, the lessor shall be deemed to have failed to allow a periodic
249 inspection in violation of Sec. 26-671(b).

250 **Sec. 26-676. Periodic Inspections – Follow Up Inspections.**

251 (a) Within ten days of inspecting a Rental Housing Unit, the department shall notify the lessor
252 in writing as to whether the unit complies with the Minimum Rental Standards set forth in
253 Sec. 26-670. If a Rental Housing Unit does not meet the Minimum Rental Standards, the
254 notice shall identify the specific violations and schedule a follow-up inspection within 30
255 days.

256 (b) If the department determines during the follow-up inspection that one or more violations
257 has not been cured, or identifies additional violations, the department may schedule one or
258 more follow-up inspections as necessary and at the lessor's expense until the violation is
259 cured or institute enforcement proceedings consistent with this Article.

260 **Sec. 26-677. Periodic Inspections – Frequency of Inspections.**

261 (a) A Rental Housing Unit that is found to be in full compliance with Section 26-670 during
262 an inspection shall not be subject to a periodic inspection for at least three years.

263 (b) Notwithstanding subsection (a), a unit may be inspected in response to the lessee complaint
264 or as otherwise permitted by law if the department or other appropriate public agency has
265 cause to believe that the unit does not comply with the provisions of this Article or that
266 some other violation of law has occurred.

267 **Sec. 26-678. Periodic Inspections – Yearly Inspection Limits.**

268 (a) The scheduling of periodic inspections pursuant to Section 26-671 shall be limited as
269 follows:

- 270 1. On a single lot of record containing 20 or fewer Rental Housing Units, the
271 department shall inspect no more than five units within a calendar year.
- 272 2. On a single lot of record containing 21-50 Rental Housing Units, the department
273 shall inspect no more than 10 units within a calendar.
- 274 3. On a single lot of record containing more than 50 Rental Housing Units, the
275 department shall inspect no more than 15 units within a calendar year.

276 (b) Follow-up inspections and or inspections performed in response to a complaint or at the
277 request of a lessee shall not count toward the inspection limitations imposed by subsection
278 (a).

279 (c) Notwithstanding the limitations in subsection (a), additional inspections may be scheduled
280 at a multi-unit building in circumstances where there is good cause to believe that
281 violations of this Article are present throughout the building.

282 **Sec. 26-679 – Lessee Refusal of Inspection.**

283 (a) If a lessee of a Rental Housing Unit scheduled for inspection under this Section refuses to
284 consent to the inspection, the lessor shall not be deemed in violation of this Article for
285 failure to allow an inspection, provided the lessor submits the following to the department:

286 1. a sworn attestation that the lessor notified the lessee of the department's request to
287 inspect the property and that the lessee refused to permit inspection, together with
288 any supporting documentation; and

289 2. a sworn attestation that the lessor has no legal authority under the terms of the
290 applicable lease to enter the property for the purposes of periodic inspections and
291 repairs, together with a copy of the lease agreement.

292 (b) The department shall provide the lessee a copy of the lessor's submission under subsection
293 (a) at the address of the Rental Housing Unit, together with a copy of the minimum rental
294 standards set forth in Sec. 26-670 and the rights of lessee as provided for in Sec. 26-690.

295 **DIVISION 4 – ENFORCEMENT**

296 **Sec. 26-680. - Violations—Notice and hearing.**

297 (a) Any violation of this Article is prohibited, and shall subject the lessor to penalties not to
298 exceed the maximum monetary amount that may be imposed pursuant to state law.

299 (b) Each day that such violation exists shall constitute a separate and distinct offense. Multiple
300 violations of this Article can occur and may be noticed and heard in a single administrative
301 hearing.

302 (c) Notice and hearing requirements for determining violations shall be in accordance with the
303 administrative procedures provided in Chapter 6, Article II of the Code of the City of New
304 Orleans.

305 (d) Failure to comply with any provision of this Article shall be deemed a "housing violation"
306 subject to enforcement, penalty, and tax liens, as provided for in the applicable provisions
307 of state law.

308 (e) In addition to any fine or penalty imposed by this Article, the city may seek all available
309 relief in a court of competent jurisdiction to enjoin any violation and may pursue any
310 remedy to compel compliance with the requirements of this Article, including the
311 discontinuance of electrical service upon rescission of the Certificate of Compliance.

312 **Sec. 26-681. – Rescission of Certificate of Compliance.**

313 (a) Without limiting the remedies available for non-compliance with this Article, a hearing
314 officer may order the rescission of a Certificate of Compliance for repeated or intentional
315 violations of this Article or in circumstances where occupancy of a Rental Housing Unit
316 would be deleterious to the health and safety of its residents.

317 (b) If the rescission of a Certificate of Compliance would result in the displacement of an
318 existing lessee or occupant, the lessee of the unit shall be entitled to notice of the
319 administrative hearing where rescission is decided and an opportunity to be heard, as well
320 as 60-days to vacate the premises, unless exigent circumstances require a shorter period.

321 (c) A Certificate of Compliance that has been rescinded for violation of this Article shall not
322 be reissued until all violations are cured and all outstanding fines, fees, and liens satisfied,
323 and in no event until nine months after the date of rescission.

324 **Sec. 26-682. – Emergency Procedures.**

325 Nothing herein shall be construed to abrogate or limit the City’s authority under Sec. 26-242 to
326 take action in emergency situations involving an imminent danger to life, health, safety, or public
327 property.

328 **Secs. 26-683-689. [RESERVED]**

329 **DIVISON 5 -- NON-RETALIATION AND LESSEE SUPPORT**

330 **Sec. 26-690. Rights of Lessees; Retaliation Prohibited.**

331 (a) Any lessee may report potential violations of this Article by contacting the department and
332 requesting an inspection of a rental housing unit to ensure compliance with the standards
333 contained herein.

334 (b) Lessees shall have the right to pursue protected activity pursuant to this Article without
335 fear of retaliation. For purposes of this Article, “protected activity” includes:

- 336 1. Notifying the lessor or the lessor’s agent of any violation of any provision of this
337 Article;
- 338 2. Requesting corrective action reasonably calculated to redress any violation of this
339 Article;
- 340 3. Notifying regulatory authorities or the members of the public of any violation of
341 this Article; or
- 342 4. Providing testimony in court or administrative proceedings relative to any violation
343 of this Article.

344 (c) Prohibited acts of retaliation include, but are not limited to, unlawful termination of a lease,
345 decreasing services, increasing the rent or fees, bringing or threatening to bring a lawsuit
346 against a lessee for possession, or refusing to renew a lease, where such acts are motivated
347 by the good-faith exercise of protected activity.

348 (d) A lessee may raise protected activity under this Article as a defense to any retaliatory
349 action for possession or eviction, or as evidence of wrongful eviction in an action for
350 damages or injunctive relief.

351 (e) There shall be a rebuttable presumption that the lessor has committed a prohibited act of
352 retaliation if a lessor engages in any of the conduct described in subsection (c) within six
353 months of a lessee engaging in protected activity.

354 **Sec. 26-691 – Overcoming Rebuttable Presumption of Retaliation.**

355 (a) A lessor can overcome the rebuttable presumption of retaliation under this Code Section
356 for increasing rent or reducing services:

357 (1) Under an escalation clause in a written lease for utilities, taxes, or insurance;

358 (2) As part of a pattern of rent increases or for reducing services as part of a pattern of
359 service reductions, for an entire residential building or complex if a lessor can show by
360 a preponderance of evidence that the lessor had sufficient justification for engaging in
361 the conduct that created the presumption and would have engaged in the conduct in the
362 same manner and at the same time whether or not the lessee engaged in the protected
363 conduct described in Sec. 26-690 (b); or

364 (3) As part of a rent increase due to the terms of the lessee's or lessor's participation in a
365 program regulated by this state or the federal government involving the receipt of
366 federal funds, lessee assistance, or tax credits.

367 (b) A lessor can overcome the rebuttable presumption of retaliation under this Code Section
368 for a dispossessory action or lease or rental agreement termination in accordance with this
369 Article based upon one or more of the following circumstances:

370 (1) The lessee is delinquent in rent when the lessor gives notice to vacate or files a
371 dispossessory action;

372 (2) The lessee, a member of the lessee's family, or a guest or invitee of the lessee
373 intentionally damages property on the premises or by word or conduct threatens the
374 personal safety of the lessor, the lessor's employees, or another lessee; or

375 (3) The lessee has otherwise breached the lease agreement between the parties, other than
376 by holding over following a notice of lease non-renewal for no cause.

377 **Sec. 26-692. Anti-Displacement Fund.**

378 (a) Lessees displaced as a result of enforcement of this Article shall be entitled to apply for
379 grants to help subsidize alternate housing from the City's Renter Anti-Displacement Fund.
380 (b) Receipt of a grant from the Anti-Displacement Fund shall be a privilege and not a right,
381 and may be subject to fund availability and such eligibility criteria as the City may impose.
382 (c) The payment of grants from the Anti-Displacement Fund to subsidize alternate housing for
383 renters displaced as a result of a lessor's failure to comply with the minimal rental standards
384 shall give rise to a legal obligation on the part of the lessor in favor of the City. The
385 foregoing obligation must be satisfied, in full and with interest at the judicial rate, before a
386 lessor may secure or renew a Certificate of Compliance.

1 **SECTION 2. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**
2 **ORDAINS**, That the provisions of this Ordinance set forth in section shall become effective on
3 July 1, 2022. Lessors shall have 45 days from the effective date to register Rental Housing Units
4 in accordance with City Code Sec. 26-671, established herein.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:

DISAPPROVED: _____

MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED: