

RENTALS

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Chapter 46

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[HISTORY: Adopted by the Board of Trustees of the Village of Saltaire 12-13-2016 as L.L. No. 1, 2017. Amendments noted where applicable]

§ 46-1. Findings

The Village of Saltaire is a residential and family-oriented community consisting almost exclusively of family-owned and occupied homes and lacking any hotel, rooming house, condominium or other similar multi-residential dwelling or commercial enterprise catering to renters or transient individuals. The purpose and intent of this Chapter is to adopt regulations regarding the rental of residential properties within the Village of Saltaire in order to protect the health and safety of the residents of the Village, their families, guests and visitors, preserve the traditional character of the community for its peaceful enjoyment by residents, their families, guests and visitors, and to protect the buildings, structures and properties, and the natural environment, of the Village of Saltaire.

§ 46-2. Definitions

As used in this Chapter, the following terms shall have the meanings indicated, and the definitions below shall in all cases otherwise conform with the Uniform Building and Fire Prevention Code and the New York State Supplements as in effect in the State of New York

ADMINISTRATOR: The Administrator of this Chapter. The Administrator shall be appointed by the Mayor and approved by the Board of Trustees, or in lieu thereof, the Village Building Inspector shall serve as the Administrator.

CONVENTIONAL BEDROOM: A room designed as a bedroom for sleeping purposes and which is in compliance with the Uniform Building and Fire Prevention Code and New York State Supplements. Rooms designed for or having other purposes, including but not limited to dens, family rooms, kitchens, living rooms, or hallways, shall not be considered as conventional bedrooms and shall not be used for sleeping purposes.

ONE-FAMILY DWELLING: A building used for residential purposes and arranged, intended or required by Section 55-4 of the Code of the Village of Saltaire to have one dwelling unit and to be used for the occupancy of not more than one family, as defined in Chapter 55, and any legal nonconforming structure that is accessory to a one-family dwelling.

OWNER: The fee owner of a property, an officer, director, member, manager, partner of the entity owning a property, or the person responsible for the management and or control of a property.

RENTAL: Use and occupancy of a one-family dwelling with any associated legal non-conforming accessory structures for residential purposes under an oral or written lease or agreement for a term of less than one (1) year, for which consideration or compensation is paid or received directly or indirectly.

RENTAL FORM: A form that is to be filed with the Village Clerk by the owner of a property who is renting said property prior to the time that the rental commences.

TENANT: The individual who is renting a one-family dwelling under an oral or written lease or rental agreement with the owner of said dwelling.

WAIVER: A relaxation of the limitation on the number of rentals and/or the minimum period of a rental that may be granted by the Administrator in the Administrator's sole discretion.

WEEK: For purposes of this Chapter, a week shall be deemed to be a period of seven (7) consecutive days.

§ 46-3. Evidence of Use and Occupancy

Where an owner of a one-family dwelling or a tenant who has the right to occupy or use a dwelling or premises under an oral or written agreement grants the right to use or occupy a one-family dwelling for residential purposes to any person for a term that is for a period of less than one year, for which compensation or consideration is paid or given directly or indirectly, such use or occupancy of such dwelling under such agreement constitutes a rental within the meaning of this Chapter, and such use or occupancy of such dwelling is prohibited unless a Rental Form has been filed with the Village of Saltaire in accordance with the provisions of Section 46-5 of this Chapter.

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§ 46-4. Restrictions on Use of Property

A. No more than five (5) rentals of any one-family dwelling in compliance with the provisions of this Code shall be permitted within the Village of Saltaire during each calendar year.

B. The term of any rental under subsection 46-4(A) above shall be for a period of not less than two (2) weeks, except that one of the five rentals that are permitted under 46-4(A) each calendar year may be for a period of not less than one (1) week. There shall be no limit to the maximum length of a rental during any calendar year. Each rental must be for a single consecutive period as permitted herein.

C. During the term of a rental a premises can only be occupied by the tenant and the tenant's family, as defined in Chapter 55, and which tenant is named in the Rental Form filed with the Village for that rental. Each rental must be made with one individual as the named tenant, for the exclusive, personal and private use of the premises by said individual and his or her family and guests, while present. Rentals to multiple tenants, individuals or entities are prohibited. There may be no overlapping or simultaneous rentals and each rental shall be separate and distinct from any other rental of the same premises. Rentals for commercial uses, or for any use or purpose other than for the personal and private use of the tenant and his or her family, are prohibited.

D. Occupancy and use of the premises during the rental term must be in compliance with the Uniform Building and Fire Prevention Code, the Saltaire Village Code and any other applicable codes or regulations, including but not limited to the limits on occupancy and use of rooms for sleeping.

E. No rental shall be permitted without the approval of the Administrator or other designated agent of the Village of Saltaire and compliance with all applicable laws pertaining to rentals, including the submission of a valid Rental Form to the Village of Saltaire, any other conditions set forth in this or any Chapter of this Code, in accordance with the provisions of Section 46-5 hereunder.

F. The rental of less than an entire premises is prohibited, and a tenant is prohibited from subleasing or otherwise licensing the use or occupancy of the premises or any portion thereof. The rental of any premises other than a one-family dwelling as provided herein is prohibited.

G. The advertising, selling, assigning or subleasing of shares by an owner, tenant, occupant, broker, or any other person for the use or occupancy for all or a portion of the term of a rental-or for all or a portion of the leased premises or for any purpose that is otherwise in violation of this Chapter is prohibited.

H. The owner and the tenant shall each be responsible for the compliance of the rental and the use of the premises with this Chapter and State and local laws, and violations of this

Chapter and any other applicable laws may be issued against either or both the owner and the tenant, at the discretion of the Village of Saltaire.

§ 46-5. **Rental Form**

A. A valid Rental Form must be filed with the Village of Saltaire no less than seven (7) days prior to the commencement of each rental. The Administrator shall acknowledge receipt of a Rental Form by affixing his signature on the Rental Form and giving a duplicate copy of the Rental Form to the owner or his representative, which copy shall constitute approval of and permission for such rental. The Administrator may, at his sole discretion, decline to accept an incomplete or incorrect Rental Form. There shall be no fee for filing a Rental Form. The failure to submit a Rental Form, or to provide a complete and correct Rental Form, at least seven (7) days prior to the commencement of any intended rental shall be a violation of this Chapter. The Village of Saltaire shall respond in a timely manner as to any issues or questions regarding a filed Rental Form.

B. The Rental Form may, at the sole discretion of the Board of Trustees, require any or all of the following information: (1) the names, contact numbers, and permanent residence addresses of all adult owners of the premises; (2) the address and Suffolk County Tax Map number of the premises; (3) the names, contact numbers, and permanent residence addresses of all tenants and all adult persons who are reasonably expected to occupy the premises; (4) safety or other information pertaining to the dwelling; and (5) such other reasonable information as may be determined necessary by the Board of Trustees or the Administrator.

C. Failure to submit a Rental Form at least seven (7) days prior to the commencement of any rental shall be a violation of this Chapter.

D. It shall be a violation of this Chapter for an owner or his representative to falsify or fail to provide any material information required in the Rental Form, as may be determined by the Village Administrator in his sole discretion.

E. The Board of Trustees and or the Administrator may at their discretion require additional documentation of a rental, in addition to the requirements provided herein.

§ 46-6. **Waiver**

The Administrator may, upon application by the owner of a premises, grant one (1) waiver in any calendar year of the provisions of Sections 46-4(A) and/or 46-4(B), and shall notify the Board of Trustees of such action. Any such waiver shall be made using a Waiver Form provided by the Village of Saltaire and shall be in addition to all other terms and conditions set forth in this Chapter.

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§ 46-7. Enforcement

This Chapter shall be enforced by the Administrator, the Board of Trustees, or its designated agent, and the Public Safety Department of the Village of Saltaire.

§ 46-8. Penalties for offenses.

A. Any rental made in violation of any provision of this Chapter shall be deemed to be a violation and an unpermitted rental and shall be subject to the following penalties:

(1). A first violation of this Chapter by any individual or entity shall be punishable by a fine not to exceed \$2,500 (two thousand five-hundred dollars), and each day that the violation exists shall constitute a separate violation and offense for which a separate and additional penalty may be assessed.

(2). A second violation of this Chapter by any individual or entity in the same calendar year shall be punishable by a fine not to exceed \$3,500 (three thousand five-hundred dollars), and each day that such violation exists shall constitute a separate violation and offense for which a separate and additional penalty may be assessed.

(3). A third violation of this Chapter by any individual or entity in the same calendar year, and each and every unpermitted rental thereafter, shall be punishable by a fine not to exceed \$5,000 (five thousand dollars), and each day that such violation exists shall constitute a separate violation and offense for which a separate and additional penalty may be assessed.

B. A violation of any other provision of this Chapter shall be punishable by a fine not to exceed \$500 (five hundred dollars), and each day that such violation remains uncured shall constitute a separate offense.

C. Each and every day that a violation of this Chapter by any individual or entity exists shall constitute a separate and new violation of this Chapter, and the maximum fine that may be assessed for a separate offense or separate offenses shall be in the amount provided for hereinabove according to whether the original or subsequent violations are a first, second or third or more violation of this Chapter.

D. The owner, manager, person responsible for the maintenance and control of the premises, the tenant, and the illegal sublessee or assignee, or other user or occupant of the premises under a transaction that is prohibited by this Chapter or in violation of this Chapter, shall each and all be in violation of this Chapter and subject individually to the fines and penalties hereunder.

E. The advertisement on social media or any other form of advertising or marketing of a rental of a dwelling or any part thereof in violation of this Chapter 46 shall be a separate violation of this Chapter.

F. The issuance by the Village of Saltaire of a violation or a decision to prosecute a violation of this article in the Saltaire Village Court shall not preclude the Village of Saltaire from pursuing any other remedy in equity or law.

G. The Village of Saltaire may, in the sole discretion of the Board of Trustees, commence a civil proceeding, including but not limited to an application for injunctive or other relief to enjoin, stop or prevent a violation of this Chapter. In the event that the Village of Saltaire should elect or should be required to commence a civil proceeding against an owner, tenant, sublessor, sublessee, assignor, assignee, or occupant or user of a premises, or a premises under this article, such election shall not be an exclusive remedy, and the Village of Saltaire may continue to pursue other enforcement actions and remedies. The owner, tenant, occupant, and any other defendants shall be liable to the Village of Saltaire for all legal and any and all other costs incurred, in any such proceeding commenced by the Village of Saltaire.