

**CITY OF HARPER WOODS  
BUILDING DEPARTMENT  
19617 HARPER AVENUE  
HARPER WOODS, MI 48225**

**PHONE:** 313-343-2526

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**CERTIFICATE OF OCCUPANCY  
Section 11-52**

It shall be unlawful to occupy any premises in the City of Harper Woods unless there is an unexpired Certificate of Occupancy in effect which covers the specific use for which the premises are being occupied.

Violation of this section is a misdemeanor. Each day that the unlawful occupancy continues shall be a separate offense.

Before issuing a Certificate of Occupancy, the Building Department will inspect the property using the established guidelines to determine if the property is in compliance with the latest edition of the BOCA National Property Maintenance Code.

If violations are found, a Certificate of Occupancy shall be issued after the Building Department is satisfied that all violations have been corrected. If the premises are occupied without a valid certificate the City of Harper Woods may proceed to pursue court action.

The Building Department may, but are not required to, issue a conditional Certificate of Occupancy if the violations are not an immediate threat to the health and safety of the occupants and if there are compelling reasons why the violations cannot be corrected prior to occupancy. **All violations must not exceed 90 days of closing.** If violations are not corrected within the allotted time, the certificate will be void.

A Certificate of Occupancy application is available only at the City of Harper Woods Building Department. The fee for the application is \$100 payable by cash or check only.

**CERTIFICATE OF OCCUPANCY**  
**Ordinance No. 92-9**

**Minimum Inspection Standards**

**Structural Interior and Exterior:**

**1. Chimney:**

All chimneys shall be inspected for deteriorating or crumbling tops, missing or deteriorated mortar joints or missing bricks. Chimneys with such conditions shall require repair. All chimneys shall be equipped with a screen cover.

**2. Roof:**

All roofs shall be inspected for evidence of leaks, missing shingles and small holes that would be likely to permit the entry of rain water which would promote wood rot to structural member of the building. Any roof with such condition shall require repair sufficient to preclude water entry. Any rotten structural component shall be repaired so as to eliminate any structural hazard.

**3. Gutters and Downspouts:**

All gutters and downspouts shall be inspected to determine whether same are sagging or pulling away from the fascia boards or other supporting member. Galvanized gutters and downspouts shall be painted to retard rust. Evidence of holes or leakage shall require repair.

**4. Entrance porches and Dust porches:**

Wood porches shall be inspected for signs of deteriorated decking, missing or structurally unsound railings, unpainted or untreated woods steps which would permit rot or heaving. Any such aforementioned conditions shall require repair or remedial action to eliminate such condition.

Concrete porches shall be inspected for evidence of structural or other significant cracks, excessive settlement, spalling or tipping affecting safety. Any porch found to have any such conditions shall be required to be repaired by tuck pointing, replacement or rebuilding.

**5. Paint:**

Painted surfaces shall be inspected for signs of excessive peeling, blistering or flaking. Bare woods (beams, doors, etc.) shall be inspected for evidence of rot or deterioration. Defective painted surfaces shall be restored by scraping and re-painting. Defective wood surfaces shall be restored by replacement if structurally unsound or by application of a wood preservative.

**6. Debris:**

All walkways, basements, attics, garages, and yards shall be inspected for accumulations of debris. Debris under stairwells or adjacent to furnace areas shall be required to be removed to eliminate fire hazards.

**7. Vermin:**

All structures shall be inspected to determine the existence of rat proofing. Evidence of rodent occupation shall require corrective action to eliminate such rodent population within and upon the premises.

**8. Stairways:**

All stairways shall be inspected for evidence of rotten wood or inadequate structural conditions which could render such stairs unsafe under heavy loads. Any such defective condition shall require repair or replacement to strengthen such stairs so as to be safe under heavy loads.

**9. Handrails:**

All handrails shall be inspected to determine that they are adequately secured and structurally sound. Any handrail not securely fastened shall be repaired.

**10. Windows:**

All windows shall be inspected for signs of rotten wood, broken or cracked glass. Rotten woods shall be replaced and glass repairs, if required, shall be made with approved safety glazing where applicable.

**11. Doors:**

All doors shall be inspected. Broken doors shall be repaired or replaced. Cracked glass and peeling paint shall be repaired. Exposed wood doors shall be treated with wood preservation. Garage doors shall be in an operable condition.

**12. Walls and Ceilings:**

All walls and ceilings shall be inspected for areas of excessive peeling or flaking paint, cracked or deteriorated plaster including holes in same (hairline cracks are excluded). Repairs required shall be limited to the area involved.

**13. Floors:**

All wood, tile and linoleum floors shall be inspected for sections that are rotted, missing or broken. Sagging floors shall be checked to determine if the joists require additional bracing or support for safety.

**14. Structural and Basement:**

All basement walls shall be inspected for evidence of foundation failure. The condition thereof shall be noted on the inspection report, but repairs shall not be required.

**15. Fences:**

All fences shall be inspected for rotting woods, structural soundness and shall be in good repair.

## **Electrical Wiring and Equipment:**

### **16. Circuits:**

All electrical circuits shall be inspected to determine whether improper splices have been made or whether the fuses contained in the circuit are of the correct load for the system. Improper splices and circuits containing improper fuses shall be repaired.

### **17. Service:**

All service cables and equipment shall be inspected for general good condition. Worn or frayed service lines shall be replaced if same constitute a hazard.

### **18. Extension Cords:**

Any and all extension cords attached to walls, used instead of permanent wiring, shall not be permitted. Extension cords run under carpeting and from one room to another room or through walls or ceilings shall be eliminated.

### **19. System Wiring:**

The wiring systems shall be inspected for illegal extensions of the system to provide lights, heat or power. Any illegal extension shall be corrected or removed.

### **20. Illumination:**

Operable light fixtures shall exist in the kitchen, laundry, bathrooms, toilet rooms, hallways, stairways, furnace room and basement areas. Pendant cord fixtures shall be replaced with keyless or pull chain fixtures. Shower room fixtures shall be approved by Underwriters Laboratories for wet locations.

### **21. Wall Switches:**

All kitchen, bathroom hallways and stairways where insufficient lighting constitutes a hazard shall be equipped with a wall switch control near the entrance way to such areas.

### **22. Receptacle Outlets:**

The minimum acceptable number of receptacle outlets is one (1) wall outlet in each habitable room two (2) wall outlets in any kitchen, one (1) wall outlet in the bathroom and one (1) wall outlet in the laundry area.

### **23. Fixtures:**

All broken or inoperable fixtures shall be removed or replaced. Improper connections shall be eliminated.

## **Plumbing:**

### **24. Waste Lines:**

All waste lines shall be inspected for evidence of leakage. Leaking lines shall be repaired.

**25. Fixture Venting:**

All fixtures requiring venting shall be inspected to determine proper connections. Vent stacks through the roof shall be inspected for tightness or seal.

**26. Water Heater:**

The vent pipe shall be inspected for sagging and for tightness of seal to the chimney. Sagging vent pipes shall be supported or replaced. Rusted vent pipes shall be replaced. The pressure relief valve and overflow pipe shall be inspected. Pressure relief valve and overflow pipes shall be installed if same are absent.

**27. Sprinkler System and Hose Connections:**

All sprinkler systems and hose connections shall be inspected to determine the existence of a vacuum breaker in the system. Vacuum breakers shall be required at all sprinkler system and hose connection points.

**28. Automatic Dishwashers:**

Automatic dishwashers shall be inspected to determine the existence of an air gap device; where none exists, same shall be installed.

**Heating:**

**29. Chimney Cleanout:**

All chimneys shall be inspected for the existence of clean-out door with tight fit and in operating condition. Unplugged openings in the chimney shall require closing.

**30. Vent Connectors:**

All connecting pipes shall be inspected for sag and rusting. Sagging vent pipes shall be supported or replaced. Rusting vent pipes shall be replaced.

**31. Leaks:**

Steam and hot water heating systems shall be inspected for leaks. Leaking systems shall require repair.

**32. Controls and Internal Furnace Equipment:**

All furnace controls and internal furnace equipment shall be viewed as to general appearance only. Operating condition will not be inspected or certified.

**33. Smoke Detectors:**

Each residence shall have a minimum of one (1) smoke detector per level, including the basement. Such detectors shall be UL listed and comply with Standard 217. Each detector shall be in operating condition.

**6-7-19: Cross Connections to Public Water Supply:**

The Building Department and any designated or authorized representative thereof, during the property inspections required by the Chapter, shall inspect the fresh water distribution system located on the premises for the presence of cross connections to the municipal water supply system. Any such cross connection found shall be required to be corrected within a reasonable time established by the Building Department commensurate with the potential hazard involved.

The above guidelines are intended to be a general summary. Specific defects applicable to individual dwellings or other structures on said premises may be enlarged upon by the Inspector in his report which is available to all parties involved in the transaction. Some items are impracticable to inspect, (eg: interior of furnace, hot water tank, footings, etc.)

Section 2: **Effective Date:** This Ordinance shall take effect twenty days after the date of enactment, provided, however, that any sale of a property with an executed offer to purchase (seller's signed acceptance thereon), that was executed prior to the date of enactment of this Ordinance, shall not be subject to the provisions of this Ordinance.

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**CERTIFICATE OF OCCUPANCY WAIVER**

By signing this waiver, the "buyer" of the property hereby states that he/she has received of copy of the violations report and agrees to make all the repairs listed in the report.

The "buyer" has 90 days from closing to correct all of the violations listed and call the building department, prior to the end of 90 day period, for a final inspection of the property.

Failure to comply with these terms will render the Certificate of Occupancy null and void and will result in further action by the building department. The "buyer" will then need to obtain a new Certificate of Occupancy and begin the process again

**PURCHASER'S AFFIDAVIT - AGREEMENT TO ASSUME REPAIRS**

I, \_\_\_\_\_, have received a copy of the violations listed in the Certificate of Occupancy Report for property located at \_\_\_\_\_ on \_\_\_\_\_ (date).

I agree to complete the necessary repairs in accordance with the provision of the City Code of Harper Woods and have the final Certificate of Occupancy inspection completed **within 90 days of my closing date.**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County  
Michigan.

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_