

INCORPORATED VILLAGE OF WEST HAMPTON DUNES

LOCAL LAW NO. 2 OF THE YEAR 2013

A LOCAL LAW AMENDING LOCAL LAW 1 OF 1996

AND LOCAL LAW 4 OF 2012

REGARDING SEASONAL RENTALS

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE INCORPORATED

VILLAGE OF WEST HAMPTON DUNES AS FOLLOWS:

1.1 Enactment

1.2 Effective Date

1.3 Purpose

2.0 General Provisions, Amendment to Seasonal Rental Regulations

1.1. **Enactment**

Pursuant to Section 10 of the Home Rule Law, and the Village Law of the State of New York, the Village of West Hampton Dunes, County of Suffolk and State of New York, hereby enacts as this Local Law of 2013, of the Incorporated Village of West Hampton Dunes, A Local Law amending Local Law 1 of 1996 and Local Law 4 of 2012 regarding seasonal rentals.

1.2. **Effective Date**

This local law shall become effective on the filing of the local law with the Secretary of State of the State of New York, which shall be within twenty (20) days of the date the adoption of the local law , and after any required publication of the law, as may be required pursuant to the Village Law of the State of New York.

1.3. **Purpose**

The purpose of this local law is to amend Local Law 1 of 1996 and Local Law 4 of 2012 and to:

- A. To amend and establish new regulations concerning seasonal rentals in the Village of West Hampton Dunes.
- B. To promote, in the public interest, regulations regarding seasonal rentals and enforcement of those regulations.
- C. To provide for the safety and well-being of the property owners and residents of the Village, the seasonal renters in the Village, and the guests and visitors to the Village and to maintain good order and property values in the Village of West Hampton Dunes

## **2.0 General Provisions; Amendments to Regulations**

The seasonal rental regulations of the Village of West Hampton Dunes, as stated in Local Law 1 of 1996 as amended by Local Law 4 of 2012 are hereby amended to read as follows:

### **Section 2.1 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 Building Code of New York State, the Existing Building Code of New York State , the Fire Code of New York State, the Property Maintenance Code of the State of New York, the Residential Code of the State of New York , and any other relevant code of the State of New York

CONVENTIONAL BEDROOM- A room designed as a bedroom for sleeping purposes.

Rooms having other purposes, such as dens, living rooms, or hallways, shall not be considered as “conventional bedrooms.” .

ONE-FAMILY DWELLING- A building used for residential purposes and arranged, intended or required by the Zoning Code of the Village of West Hampton Dunes to have one dwelling unit and to be used for the occupancy of not more than one family, as defined in that Code.

SEASONAL RENTAL- Use and occupancy of a one-family dwelling for residential purposes under an oral or written lease or agreement for a term of less than one(1) year, for which compensation is paid directly or indirectly, where the term of the written lease or agreement includes a portion of the Summer Season.

SEASONAL RENTAL PERMIT- A permit issued by the Zoning Administrator or other person authorized by this Chapter upon the filing and approval of a proper Seasonal Rental Permit application. A Seasonal Rental Permit shall only be effective for the duration or term of the lease or rental agreement that is annexed to the Seasonal Rental Permit application. A new seasonal rental permit application (and Seasonal Rental permit ) must be obtained for each lease or rental agreement that includes any portion of the Summer Season.

SUMMER SEASON the period beginning May 1, and ending November 1, of each year.

SEASONAL TENANCY; The tenancy created by a Seasonal Rental Agreement.

ADMINISTRATOR- The administrator of this Local Law who shall be appointed by the Mayor and approved by the Board of Trustees, or in lieu thereof, the Village Building Inspector

**Section 2.2 Evidence of Use and Occupancy**

- A. Where a one-family dwelling is utilized as a seasonal rental:
  - 1. The parking of motor vehicles on the premises between the hours of

1:00a.m. and 6:00 a.m. shall be prima facie evidence that the one family dwelling was used and occupied during that time by at least one (1) person for each vehicle so parked, either the owner of each vehicle so parked or with respect to each motor vehicle so parked, or by a person related by blood, marriage or legal adoption to an owner of such motor vehicle.

B. Where an owner of a premises or a tenant who has the right to occupy or use a dwelling or premises under a written agreement for a term of one year or more grants the right to use or occupy all or part of a one-family dwelling for residential purposes to any person for a term that is for a period that is less one (1) year and which includes any part of the Summer Season for which compensation is paid directly or indirectly, such use or occupancy of such dwelling under such agreement constitutes a seasonal rental within the meaning of this Local Law, and such use or occupancy of such dwelling under such grant is prohibited unless a seasonal rental application has been filed with the Village Clerk of the Village of West Hampton Dunes in accordance with the provisions of this Local Law.

**Section 2.3. Restrictions on Use and Occupancy and Permits**

It shall be the duty of every owner to inform himself of the nature of the use and occupancy for which the premises will be used under any agreement for the use or occupancy of that premises and the duty of every owner to inform prospective tenants of the provisions of this Chapter including but not limited to:

- A. The Premises can only be occupied by a Tenant and (i) his/her family or (ii) one other unrelated person and his/her family for residential purposes only.
- B. No more than two (2) persons can occupy any one bedroom.

C. No Seasonal Tenancy shall be valid unless a written lease agreement is executed by the tenant and owner.

D. No tenant can use the Premises or any portion of the Premises for commercial or any non-residential use.

E. No Seasonal Tenancy shall be valid unless a Seasonal Rental Permit application (enclosing a copy of the fully executed and effective lease agreement) is submitted to the Village of West Hampton Dunes and approved.

F. A Seasonal Rental Permit, when issued, will only be valid for the term of the respective Seasonal Rental agreement.

G. No more than five (5) Seasonal Rental Permits may be issued for a premises for the same Summer Season.

H. A tenant under a Seasonal Rental agreement is prohibited from subleasing or otherwise licensing the use or occupancy of the premises or any portion thereof.

I. Tenant shall ensure that at no times shall ingress to and egress from a driveway for a single family dwelling be impeded.

J. Only one tent permit is permitted per property by a Seasonal Rental licensee per Summer Season.

K. The advertising, selling, assigning or subleasing of shares by a tenant or occupant for the use or occupancy for all or a portion of the term of a rental agreement or for all or a portion of the leased premises is prohibited.

L. Portable lavatories, to the extent that they may otherwise legally exist, may only be placed in the side yard of the premises.

**Section 2.4. Written Agreement or Lease**

A. Every owner shall enter a written agreement or lease with the tenants of a seasonal rental agreement which shall state the terms of that agreement, the names of the tenants that are included under that agreement and the names of the occupants of the premises.

B. Each seasonal rental agreement shall state that the agreement and the tenancy thereunder may not be sublet or assigned and no shares or units of occupancy may be sold or transferred and that any sublet or assignment of the rental or seasonal rental agreement or sale or assignment of units of occupancy shall be a violation of this local law and render the seasonal rental agreement as void.

C. A copy of the rental or seasonal agreement must be maintained at the premises attached to each and every seasonal permit application. Owner shall submit a new seasonal permit application for each new tenancy and each new term granted.

**Section 2.5 Legal Use and Occupancy**

A. It is the responsibility of the owner to ensure proper and legal occupation of the premises and compliance with this local law.

B. The owner and the tenant are both responsible for the compliance of the premises and its use with the State and local laws and violations of this local law and any other applicable laws may be issued against either or both the owner and the tenant or the owner or the tenant, at the discretion of the Village of West Hampton Dunes, and the owner and the tenant shall be responsible for compliance with this law.

C. The tenants of a premises and their guests at all times shall not park any motor vehicle in a manner so as to block or prevent access to common driveways or access or egress to easements or right of ways.

**Section 2.6. Permit required**

A one-family dwelling shall not be used or occupied as a seasonal rental unless the owner thereof shall first obtain and maintain in effect, at all times during the term thereof, a seasonal rental permit from the Village of West Hampton Dunes,.

**Section 2.7 Application**

A written application for a seasonal rental permit shall be filed with the Village Clerk of the Village of West Hampton Dunes prior to commencement of the term of the seasonal rental. The application shall be signed and verified by all owners of the premises and the prospective tenants. The application shall contain the following information:

- A. The names and permanent residence addresses of all owners of the premises.
- B. The location of the premises, including the Suffolk County Tax Map number of the premises.
- C. The names and permanent residence addresses of all tenants and all persons that are reasonably expected to occupy the premises.
- D. The number of conventional bedrooms in the dwelling and the size of each conventional bedroom, if requested, together with a floor plan if requested by the Administrator.
- E. A refuse disposal contract covering disposal of refuse from the premises for the term of the seasonal rental.

F. Such other reasonable information as to the nature of the dwelling and the proposed use and occupancy thereof as the Administrator may deem necessary to facilitate enforcement of this chapter.

G. A copy of the certificate of occupancy for the dwelling involved in the application.

H. A copy of the written lease agreement for the rental.

**Section 2.8. Fees**

The filing fee for filing the initial Summer Rental Permit application for a property for a Summer Season shall be one hundred and fifty dollars (\$150.00). The filing fee for each subsequent Summer Rental Permit application for a property shall be twenty-five dollars (\$25.00) . The filing fee must be paid with the filing of the application.

**Section 2.9. Issuance of permit**

A seasonal rental permit shall be issued denied or approved by the Administrator within seven (7) business days from the date of the submission of the Seasonal Rental Permit application to the Village of West Hampton Dunes.

**Section 2.10. Term and Expiration of permit**

Seasonal rental permits may be issued on or after January 1, of each year and shall have a term that expires not later than December 31, of each year.

**Section 2.11. No presumption from permit.**

The issuance of a seasonal rental permit shall create no presumption that the seasonal rental complies with the provisions of this Local Law.

**Section 2.12. Nontransferability**

A seasonal rental permit shall not be transferred or assigned to any person or used by any person other than the permit to whom it was issued.

**Section 2.13. Applicability of permit**

Issuance of a seasonal rental permit shall not authorize any seasonal rental other than the seasonal rental stated in the application.

**Section 2.14. Supplement to application required for change in rental.**

A. A one-family dwelling utilized as a seasonal rental shall not be used or occupied by any person who is not listed as a tenant or occupant in the lease other than invitees and guests for lawful purposes.

B. In the event that a person who is not so listed is expected to use or occupy the dwelling, a written, signed and verified supplement to the seasonal rental agreement or lease shall be obtained by the owner. Such supplement shall contain the name and permanent residence address of such person together with such other reasonable information as the Administrator may deem necessary to facilitate enforcement of this Local law. A copy of the supplement shall be maintained at the premises and provided to the Village on request.

**2.15. Rental or Occupancy on a transient basis.**

A. A one-family dwelling utilized as a seasonal rental shall not be assigned or subleased or otherwise used by the tenant on a transient basis. A transient basis shall be defined for the purpose of this law as any occupancy for a period of less than one (1) month in duration

B. It is prohibited to grant a tenant or person the right to assign or sublet a dwelling on a transient basis and the assignment or sublease of a dwelling to be used on a transient basis is prohibited by this Local Law.

C. The selling of shares to any person, by which such person obtains the right to use or occupy the dwelling on a transient basis is prohibited.

D. If a one-family dwelling is utilized as a Seasonal Rental;

1. The entire dwelling must be used and occupied for such purpose. Use and occupancy of a portion of a one-family dwelling as a seasonal rental is prohibited.

2. The number of motor vehicles parked on the premises between the hours of 1:00a.m. and 6:00a.m. shall not exceed the following: one(1) vehicle for each conventional bedroom, plus one(1) additional vehicle.

3. The parcel on which such dwelling is located shall not be sublet or assigned or used for any purpose other than residential purposes.

4. The assigning, selling subletting, or granting of a right to use the parcel for any purpose to any person who is not listed as a tenant in the lease is prohibited

5. The selling or granting to any such person of a right to use the parcel for access to the ocean or bay beach only shall be prohibited.

6. The premises, including such dwelling and the parcel on which such dwelling is located, shall not be used or occupied in a manner which creates a public nuisance.

7. Any conduct on the premises which is unreasonable under the circumstances and which disturbs the health, safety, peace or comfort of the neighborhood shall be deemed to create a public nuisance and shall be prohibited.

8. The congregation of more than fifty (50) persons on the premises during a Seasonal Rental may be deemed to constitute conduct which is unreasonable under the circumstances, where the circumstances conflict with a stable, uncongested single-family environment. Without limiting the foregoing provision, the frequent congregation of a large number of persons on the premises may also be deemed to constitute conduct which is unreasonable under the circumstances.

9. The parking at any one time during a Seasonal Rental of a number of motor vehicles on the premises (which includes motorcycles, vans, cars, and trucks) which exceeds twice the number of conventional bedrooms during the hours of 6:00 a.m. until 1:00 a.m. or a number of motor vehicles which exceeds the total of one motor vehicle per conventional bedroom plus one motor vehicle for the house during the hours of 1:00 a.m. until 6:00 a.m. , shall be deemed to constitute conduct which is unreasonable under the circumstances, where the circumstances conflict with a stable, uncongested single-family environment. The frequent parking of a large number of motor vehicles on the premises may also be deemed to constitute conduct which is unreasonable under the circumstances.

**Section 2.16. Grounds for Denial of Permit Application**

The Administrator may deny a seasonal rental permit among other reasons, on any of the following grounds;

A. That the application does not comply with the provisions of this chapter or does not have a copy of the executed seasonal rental agreement attached .

B. That the application has falsified or failed to provide information of substantial and material import in the application for a permit.

C. If the applicant was issued a seasonal rental permit which was in effect during any part of the calendar year immediately preceding the date of the application, and the applicant either falsified or failed to provide information of substantial and material import in the application upon which such permit was issued or in any required supplement thereto.

D. That the applicant violated any provision of this chapter during the calendar year immediately preceding the date of the application or during the calendar year in which the application was made.

E. That the applicant has had a seasonal permit revoked for cause during the calendar year immediately preceding the date of the application or during the calendar year in which the application is made.

F. That a one-family dwelling owned by the applicant during the calendar year immediately preceding the date of the application is made was used or occupied in violation of this chapter during such period of the applicant's ownership.

G. That any tenant listed in the application violated any provision of this chapter during the calendar year immediately preceding the date of the application or during the calendar year in which the application is made.

H. That any tenant listed in the application violated any of the following provisions of the Village Code or New York State or local law during the calendar year immediately preceding the date of the application or during the calendar year in which the application is made.

I. That a violation of the West Hampton Dunes Village Code or any other applicable code occurred during a period in which a seasonal rental permit was in effect

for the premises during any part of the calendar year immediately preceding the date of the application,

J. That a valid certificate of occupancy has not been issued for the dwelling involved in the application.

K. That the dwelling involved in the application does not have an operable single-station smoke detecting alarm device and a carbon monoxide detector device or devices installed in accordance with state standards.

L. That the dwelling involved in the application does not comply with applicable requirements of the Suffolk County Housing Hygiene and Occupancy Code.

**Section 2.17. Appeals**

A. If the Administrator denies an application for a seasonal rental permit, he shall notify the applicant in writing. Such notice shall include or be accompanied by a statement reciting the ground or grounds for denial.

B. An applicant may appeal from such denial by filing a written request for an appeal hearing before the Village Board of Trustees. Such request shall be filed with the Village Clerk. The Village Clerk shall give the appealing party at least five (5) days written notice of the time and place of the appeal hearing.

C. At the appeal hearing, the Village Board of Trustees shall give the appealing party an opportunity to be heard. In all cases, the burden of proof to show that the determination of the Administrator was arbitrary, capricious or in excess of his authority shall be upon the appealing party. The decision of the Village Board of Trustees on such appeal shall be final and conclusive.

**Section 2.18     Revocation of permit.**

A.     The Village Board of Trustees, after a hearing at which the permittee shall be given an opportunity to be heard, may revoke a seasonal rental permit on any of the grounds for denial of a permit set forth in this Local Law.

B.     The Village Clerk shall give the permittee at least five (5) days written notice of the time and place of any such hearing. Such notice shall include or be accompanied by a statement reciting the ground or grounds for revocation to be considered at such hearing.

**Section 2.19.    Additional provisions regarding denial or revocation of permit.**

A.     In determining any appeal from a denial of a seasonal rental permit pursuant to this local law and in determining whether to revoke a seasonal rental permit hereunder, the Village Board of Trustees may consider in addition to the grounds of denial of a permit, whether the owner performed his duties and has met the requirements for owners under this local law.

**Section 2.20    Enforcement**

This Chapter shall be enforced by the Police Constables of the Police Constabulary of the Village of West Hampton Dunes.

**Section 2.20.   Fines and Penalties**

A.     A first violation of this local law by any individual or entity shall be punishable by a fine not to exceed two thousand five hundred dollars (\$2,500).

B.     A second violation of this local law by any individual or entity shall be punishable by a fine not to exceed three thousand five hundred dollars (\$3,500).

C. A third violation of this local law by any individual or entity and every violation thereafter shall be punishable by a fine not to exceed five thousand dollars (\$5,000).

D. Each and every day that a violation of this local law by any individual or entity exists shall constitute a separate and new violation of this local law.

E. The owner, the tenant, and the illegal sublessee or assignee, or other user or occupant of the premises under a transaction that is prohibited by this Local Law or in the case of a violation of this Local Law shall each and all be in violation of this Local Law and subject individually to the fines and penalties hereunder.

F. The election by the Village of West Hampton Dunes to issue a violation or to prosecute a violation of this local law in the West Hampton Dunes Village Court shall not be exclusive and shall not preclude the Village of West Hampton Dunes from pursuing a civil remedy in a particular case.

G. The Village of West Hampton Dunes may , at the election 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 West Hampton Dunes 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 local law, such election shall not be an exclusive remedy, and the Village of West Hampton Dunes may continue to pursue other enforcement actions and remedies, and the owner and tenant as defendants or other defendants shall be liable to the Village of West Hampton Dunes for all legal and other costs incurred, which shall be recoverable by the Village of West

Hampton Dunes as a money judgment in that proceeding or in another proceeding commenced by the Village of West Hampton Dunes for that purpose.

**Section 2.21 Severability**

In the event that one or more provisions of this Local Law should be determined to be invalid or unenforceable, the remaining provisions of the local law shall remain in full force and effect.