

Sec. 8-183. - Vacation rental requirements.

(a)

Definitions.

Transient public lodging establishment means any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

Vacation rental or Transient Residential Rental means any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project.

(b)

Vacation Rental Certificate Requirement. It is unlawful for any person to offer for rent or allow another person to occupy any residential dwelling unit as a Vacation Rental within the City unless the person has been issued a Vacation Rental Certificate in accordance with the provisions of this section. Any property owner who owns a Vacation Rental must first apply for and receive a Vacation Rental Certificate from the City and shall renew the Certificate annually for as long as the unit is used as a Vacation Rental. Each dwelling unit must have its own Certificate. Initial applications after adoption of this section are due by December 31, 2023. Thereafter, complete renewal applications are due by October 1 of each year.

(c)

Application for Vacation Rental Certificate. Applications for a Certificate shall be in the form promulgated by the City. In order to receive a Certificate, the owner must provide the following:

1.

An affidavit of compliance in the form promulgated by the City which certifies:

a.

That the applicant has received a copy of, understands and will comply with the requirements set forth in subsection (g) below.

b.

That the applicant acknowledges and agrees that the City shall have the right to inspect the premises to ensure compliance with the requirements in subsection (g) below.

c.

That the applicant acknowledges and agrees to comply with the standards contained in subsection (g) below, and all other applicable local, state and federal laws, regulations or standards governing Vacation Rentals, including but not limited to Chapter 509, Florida Statutes, Rule 61C and 69A, Florida Administrative Code, and the NFPA 101 Life Safety Code as they may be amended from time to time.

d.

The name and contact person of the rental responsible party as described in subsection (f).

2.

Evidence that the property is licensed as a Vacation Rental with the Florida Department of Business and Professional Regulation.

3.

Evidence that the property has been issued a current merchant business tax license pursuant to [Chapter 14](#) of this Code and is current on any local business tax returns and payments due to the City's Business License Department.

4.

Evidence that the property is registered for Tourist Development Tax payments with the Bay County Clerk of Court.

5.

Evidence that any pool located on the property is properly licensed and inspected.

6.

Payment of an annual Certificate fee for each dwelling unit certified as a Vacation Rental in an amount to be determined by Resolution of the City to cover the cost of administration and enforcement of the Certificate program.

(d)

Operating and Advertising Standard. Once the Certificate is issued, a Vacation Rental must be advertised, operated and maintained in accordance with the requirements of subsection (g) below, and must be recertified annually or, in the event of a change of ownership, recertified at the time of transfer.

(e)

Inspections. Interior inspections of Vacation Rentals shall be performed at the discretion of the Panama City Beach Fire Inspector.

1.

If an inspection documents any violations, all violations must be corrected, and the property re-inspected within thirty (30) calendar days.

2.

Follow up inspections or re-inspections shall be made by appointment with the rental responsible party and shall be subject to a fee determined by Resolution of the City Council.

3.

If the inspector has made an appointment with the rental responsible party to complete an inspection and the responsible party fails to admit the officer at the scheduled time the owner shall be charged a "no show" or "lock out" fee in an amount to be determined by Resolution of the City Council to cover the inspection

expense incurred by the City and/or any entity authorized under section 633.118, Florida Statutes, to enforce the laws and rules of the State Fire Marshal.

4.

If an inspector is denied admittance by the rental responsible party or if an inspector fails in at least three (3) attempts to complete an initial or subsequent inspection of the rental unit, the inspector(s) shall provide notice of failure of inspection to the owner to the address provided in the existing Vacation Rental Certificate or the application for Vacation Rental Certificate. Failure to respond to a fourth attempt may result in suspension or revocation of the Vacation Rental Certificate.

5.

Inspections may be conducted by any person authorized under Florida Statutes to enforce the laws and rules of the State Fire Marshal for issues pertaining to life safety requirements. Such persons are defined in section 633.118, Florida Statutes, as follows: The City Fire Inspector and any Code Enforcement Officer pursuant to [Chapter 25](#) of this Code are authorized to enforce this chapter and all rules prescribed by the State Fire Marshal.

(f)

Rental Responsible Party.

1.

The purpose of the Rental Responsible Party is to respond to inspections as described in subsection (e) above as well as to non-routine complaints and other more immediate problems related to the rental of the property.

2.

The property owner may serve in this capacity or shall otherwise designate a locally available Rental Responsible Party to act on his behalf. Any person eighteen (18) years of age or older may be designated by the owner provided he can perform the duties listed in subparagraph 3 below.

3.

In addition to serving as the local emergency contact, the duties of the Rental Responsible Party are to:

a.

Be available by landline or mobile telephone at the listed phone number twenty-four (24) hours a day, seven (7) days a week and be capable of handling any issues arising from the rental use; and

1.

If necessary, be willing and able to come to the rental unit within one (1) hour following notification from an occupant, the owner, or the City to address issues related to the rental; and be authorized to receive service of any legal notice on behalf of the owner for violations of this section; and

b.

To otherwise monitor the rental unit at least once weekly to assure continued compliance with the requirements of this Article, including parking and trash requirements; and

c.

A property owner may change his or her designation of a responsible party; however, there shall only be one (1) responsible party for each Vacation Rental at any given time. If the responsible party is an individual, he or she is required to arrange for an alternate during times of unavailability. To change the designated responsible party, the property owner shall notify the City in writing via a completed form provided by the City; and

d.

Failure to respond to calls in a timely and appropriate manner on more than three (3) occasions may result in suspension or revocation of the Vacation Rental Certificate.

(g)

Vacation Rental Requirements. The property owner of any property used as a Vacation Rental shall comply with the following requirements:

1.

Required posting of rental unit information. On the back of or next to the main entrance door or on the refrigerator, the following information shall be provided:

a.

The address of the rental unit in case of emergency.

b.

The name and phone number of the rental responsible party.

c.

The maximum occupancy of the unit as listed on the Vacation Rental Certificate which shall be set pursuant to Chapter 509, Florida Statutes, the Florida Administrative Code, and the NFPA 101 Life Safety Code as follows:

i.

For one- and two-family dwellings licensed as public lodging establishments: One hundred fifty (150) square feet gross floor area per person.

ii.

All other Vacation Rentals: Two hundred (200) square feet gross floor area per person for all other Vacation Rentals. The maximum occupancy for all other Vacation Rentals may be increased to one hundred fifty (150) square feet per person if the City Fire Inspector determines that the Vacation Rental otherwise meet the egress and travel requirements of the NFPA 101 Life Safety Code and is otherwise in full compliance with this Chapter.

iii.

Maximum occupancy calculations shall be rounded up to the nearest whole person.

d.

Notification that failure to conform to local ordinances such as the noise, parking and occupancy requirements for the Vacation Rental is a violation of the City's Code and may result in tickets or citations.

e.

The days of trash pickup along with instructions requiring all trash to be kept in provided containers.

f.

The location of the nearest hospital with an emergency room and including a statement to call 911 in case of emergency.

g.

Information describing leave no trace requirements, beach safety, specifically the flag notification system, and penalties for violation.

h.

A legible copy of the building evacuation map, at a minimum size of of eight and one-half (8.5) by eleven (11) inches.

2.

If the rental unit includes three (3) or more occupied floors, on the third floor above ground level and higher floors, there shall be posted, next to the interior door of each bedroom, a legible copy of the building evacuation map, at a minimum size of eight and one-half (8.5) by eleven (11) inches.

3.

A building sign meeting the following requirements:

a.

For all Vacation Rentals except condominiums and cooperatives, the sign must be prominently placed on the wall or property of the Vacation Rental so that the required content of the sign shall be legible as viewed from the public right-of-way; however, signage shall not be placed in the public right-of-way. Such signs must comply with size regulations set by the City's Land Development Code.

b.

For condominiums and cooperatives, a visible sticker or decal must be placed on a door, window or wall to be visible from the exterior of the Vacation Rental unit.

c.

The aforementioned sign, sticker or decal must indicate the name, and twenty-four (24) hours per day, seven (7) days a week, emergency contact phone number or the locally available responsible party clearly identified as such, and easily distinguishable from any rental related phone number if different and must state the Vacation Rental Certificate Number of the unit.

d.

Safety Requirements. The property owner shall comply with all applicable codes regarding fire, building and safety, health and safety, parking, noise, solid waste, sea turtle nesting season, and other relevant laws, including, but not limited to, all fire safety requirements of state law, including those described in Rule 69A-43, Florida Administrative Code.

4.

Advertisements. No Vacation Rental owner shall hold or cause to be held out for advertisement statements made, published, or disseminated, in oral, written, or printed form or otherwise, to or before the public, or any portion thereof, which are known, or through the exercise of reasonable care or investigation could or might have been ascertained, to be untrue, deceptive, false, or misleading in any respect, including, but not limited to, misrepresentations as to occupancy load, parking capacity, and restrictive covenants applicable to the rental.

6.

Posting of Certificate Number. The property owner shall ensure that the Vacation Rental Certificate Number is displayed for each listing that appears on a hosting platform or any other advertisement for the rental. A hosting platform means an internet-enabled application, mobile application or any other digital platform that is used to connect guests with Vacation Rental providers for the purpose of renting a Vacation Rental, and includes without limitation AirBNB, VRBO, Booking.com, Expedia, Vacasa, and Homestay.com.

(h)

Remedies/Enforcement. Violations of this section shall be subject to penalties as part of a progressive enforcement program with the primary focus on compliance and compatibility with adjoining properties, versus penalties and legal actions. To accomplish a safe and effective Vacation Rental program it is key that responsible parties are responsive and responsible in the management of the property for compliance with this section. Code enforcement activities will be in accordance with [Chapter 25](#) of this Code.

1.

Warnings. A Notice of Violation warning shall be issued for correctable violations of this Ordinance and will have a reasonable correction/compliance period associated with it. This warning may include notice to the Department of Business and Professional Regulation, the Department of Revenue, the Bay County Clerk of Court and the Bay County Property Appraiser, as applicable. Non-compliance with a correction compliance period shall result in the issuance of a citation.

2.

Civil Penalties. Each violation shall constitute a separate correctible violation within the meaning of [Chapter 25](#) of this Code of Ordinances punishable by a civil penalty in the amount specified below unless a different amount is specified in the section violated:

a.

First violation: Five hundred dollars (\$500.00).

b.

Second Violation: One thousand dollars (\$1,000.00).

c.

Third and all subsequent violations: One thousand dollars (\$1,000.00), and the Vacation Rental Certificate may be revoked or suspended for a period of up to twelve (12) months if the third or subsequent violation occurs within a twelve (12) month period of the first violation. The financial penalty for the third and all subsequent violations shall be cumulative to any other penalty which may be provided by law.

d.

The City may amend the civil penalties for violations of this Ordinance by Resolution of the City Council.

e.

A violator who does not contest a civil penalty shall be entitled to a fifty percent (50%) reduction in the penalty amount upon payment directly to the City Clerk.

3.

Additional Remedies. Nothing contained herein shall prevent the City from seeking all other available remedies which may include, but not be limited to, injunctive relief, liens and other civil and criminal penalties as provided by law, as well as referral to other enforcing agencies. A rental which does not comply with safety requirements shall be presumed to be unfit and unsafe and not fit for human occupancy until corrected.

([Ord. No. 1632](#), § 1, 9-28-2023)