

## CODE BOARD OF APPEALS

The Code Board of Appeals meeting was held on June 25, 2026, at 3:30 p.m., with Dr. Sudler presiding. The members present were Dr. Pillsbury, Ms. Main (via Webex), and Mr. LeBoon. Staff members present were Mr. Kopp, Mr. Miller, Ms. Wheeler, and Ms. Martin. Mr. Neil was absent.

### **ADOPTION OF AGENDA**

**Dr. Pillsbury moved for approval of the agenda, seconded by Mr. LeBoon, and unanimously carried (Neil absent).**

### **DOVER CODE ORDINANCE VIOLATION: (Chapter 22 – Buildings and Building Regulations, Article X – Rental Dwellings, Division 1 – Generally, Section 22-232 – Inspection Required - Appeal of Citation and Related Fines – 115 Stoney Drive**

Mr. William Hertz, Jr. explained that he had received a letter that he needed to make an inspection, which he had disagreed with, because he felt that the inspection was an invasion of privacy. He questioned the inspection because the property was a rental unit and was told Code Enforcement could come into the dwelling. He stated that even though he was against the inspection, he scheduled the appointment. A Code Enforcement Officer came to the property for the appointment but neither was himself or a representative was at the property for the inspection to take place. He noted that he had talked to the officer and since no one (1) was at the property the inspection had to be rescheduled. Unfortunately, he did not make the inspection a top priority and stated that he had received a letter in the mail for a \$100 fine because he did not reschedule the inspection. Immediately within a few days, he called and talked with Thomas Miller to reschedule the inspection, and was told there was around four (4) to five (5) problems that needed to be fixed. He stated that it took a week to receive the letter at the same time he called to appeal the citation fee. He further stated that the inspection took place that following Tuesday.

Mr. Thomas Miller, Code Enforcement Officer, clarified that the inspection was completed on Tuesday.

Mr. Hertz, Jr. stated that the inspection was scheduled for Monday and that a female inspector had conducted the inspection. He noted that she failed the inspection for a different item than what Mr. Miller had originally cited for, which she voided the inspection. He stated that the property was reinspected on Tuesday and that it cost him an additional \$100 to correct an issue that had not been identified during the original inspection. He noted that if the issue had been identified initially, it could have been repaired at the same time. He stated that he did not dispute the original inspector's findings and commended the inspector for identifying a loose toilet. He explained that he spent approximately \$800 replacing the wax ring, the damaged flange, and related parts to prevent future leaks. He further stated that the reinspection failed because the toilet handle had to be held down to flush. He noted that if he had known about the issue, he would have had his plumber repair it during the initial work and avoided another \$100 expense. He stated that he rescheduled the inspection, completed all required repairs, and passed the inspection. He acknowledged that he delayed scheduling the reinspection but was unaware that doing so would result in a \$100 fine. He added that he promptly addressed the matter after receiving notice of the fine.

Responding to Mr. Hertz, Jr., Mr. Miller clarified that the property was in compliance.

Responding to Dr. Sudler, Mr. Hertz, Jr. estimated three (3) weeks had passed between the first inspection and receiving the notice of the fine. He stated that he scheduled the inspection immediately after receiving the notice.

Responding to Dr. Sudler, Mr. Hertz, Jr. stated that he did not have anything else to include, but added that he wished that the county's enforcement officers were as tenacious as the City of Dover's. He noted that he was asking for forgiveness on the \$100 fine.

Responding to Mr. LeBoon, Mr. Hertz, Jr. stated that after receiving the fine, he scheduled the inspection. He explained that the inspector met with his property manager, and about a week later he received a letter listing the violations. He stated that he arranged to have all the violations corrected within two (2) weeks of receiving the letter.

Responding to Mr. LeBoon, Mr. Hertz, Jr. stated that he had no communication with Code Enforcement until the inspector arrived on Monday. He explained that after learning the inspection had failed because the toilet did not flush properly, he spoke with the inspector, who agreed to void the inspection and reschedule with Mr. Miller for Tuesday morning. He stated that he had contacted his plumber to repair the toilet issue.

Responding to Mr. LeBoon, Mr. Hertz, Jr. stated that he only had contact with the female inspector, which she rescheduled the inspection, Mr. Miller came the next day, and then his property manager had contacted him to let him know the inspection passed.

Mr. Eddie Kopp, Chief Code Enforcement Officer, referenced Chapter 22 – Buildings and Building Regulations, Article X – Rental Dwelling, Section 22-332 – Inspection Required, Section (a): "The Code Enforcement Office, in accordance with the procedures set forth in the International Property Maintenance Code adopted in Section 22-221, shall inspect rental dwellings for compliance with the property maintenance code and all other applicable codes to ensure compliance." Section 22-332 – Inspection Required, Section (c): "The owner of the rental dwelling or a property manager must be present for all scheduled inspections. Failure to meet this requirement will result in the scheduled inspection to be terminated and shall be fined as provided in Appendix F-Fees and Fines. Property manager is defined in Section 22-333(a)." Section 22-332 (e): "Following an inspection, the code official shall issue a letter and/or report of any code violations and provide a timeline for compliance. There shall be no fee for the first follow-up inspection when all violations comply with the code. Each subsequent reinspection shall be subject to a fee as provided for in Appendix F—Fees and Fines."

Responding to Dr. Pillsbury, Mr. Kopp stated that there was only one (1) fine issued to Mr. Hertz, Jr.

Responding to Dr. Pillsbury, Mr. Kopp noted Mr. Hertz, Jr. could have been fined twice, even though the violation that was found was not on the violation sheet that was given to him.

Responding to Mr. Hertz, Jr., Mr. Kopp stated that he was not present for the inspection.

Responding to Mr. Hertz, Jr., Mr. Kopp stated that the representative was present for the inspection when the inspector was at the property.

Responding to Mr. Kopp, Mr. Hertz, Jr. stated that the representative was present all three (3) times when Mr. Miller arrived both times for the inspection and when Ms. Brown arrived once for an inspection.

Responding to Mr. Hertz, Jr., Mr. Kopp stated that one (1) time would be for failure to schedule the inspection.

Dr. Sudler stated that all bases were covered from the inspector's perspective.

Mr. Hertz, Jr. agreed with the code as it was read. He explained that the first time that he was suppose to have a representative at the property he would be responsible for that. He added that since he was working out of town, he did not make the scheduling the inspection a top priority. He emphasized that he was not expecting a fine, but asked for a break since he had got the inspection rescheduled and the property was now in compliance.

Responding to Ms. Main, Mr. Kopp stated that all violations issued unless otherwise specified in code were 30 days that needed to be in compliance.

Responding to Ms. Main, Mr. Kopp stated that Mr. Hertz, Jr. repaired the items before the 30 days. He noted for clarification, the notice was sent out for the annual housing inspection to conduct the initial inspection. He further noted that was what the citation was issued for, not for scheduling the initial inspection.

Mr. Hertz, Jr. stated that he had scheduled the initial inspection and failed to have a representative at the property because he was not aware that someone had to be there for the inspection. He noted then he failed to reschedule the inspection in a timely fashion.

Mr. Kopp stated to reschedule the inspection within the 30 days.

Mr. Hertz, Jr. stated that he was not aware there was a time limit to reschedule. He admitted that he took three (3) weeks before he did reschedule.

Responding to Ms. Main, Mr. Kopp clarified that all communication went directly to the property owner. He explained that the owner was ultimately responsible for the property and at no time does Code Enforcement give correspondence to a tenant or a property manager in lieu of the property owner. In the event the property owner would like Code Enforcement to include the property manager or tenant, they would send them a copy, but the correspondence would always be addressed to the property owner. For clarification, he stated that the initial notice to schedule the initial inspection was sent out on March 19, 2026.

Responding to Dr. Sudler, Mr. Kopp stated that the correspondence was sent out to the owner's address of record, not by first-class mail.

Responding to Dr. Pillsbury, Mr. Kopp stated that the first letter that was sent to Mr. Hertz, Jr. was in the packet and was rather lengthy, but he could read the letter to her.

Responding to Dr. Pillsbury, Mr. Hertz, Jr. stated that he scheduled his inspection within that date the Code Enforcement Officers had given him to schedule by.

Mr. Kopp stated for clarification that Code Enforcement puts a hard date on every correspondence that gets sent out, and there was always a hard follow up date for everything that they do. He noted that even though it was stated for 30 days, it was calculated in the system.

Mr. Hertz, Jr. concurred with Mr. Kopp, but noted that in the initial letter, there was a hard date that he had to make that inspection by.

Responding to Dr. Pillsbury, Mr. Hertz, Jr. stated that he had his tenant at the inspection as his representative.

Responding to Dr. Pillsbury, Mr. Hertz, Jr. stated that he believed that his tenant was going to be the representative since it was her house and she was aware of the inspection and was willing to let them into the dwelling to complete the inspection.

Responding to Mr. Kopp, Dr. Pillsbury stated that he might need to clarify in the letter for the future who could be the representative for the property since the tenant was not an acceptable individual. She noted that was an understandable error and should not result in a fine.

Responding to Dr. Sudler, Mr. Kopp stated that the code was amended in the last few years that it required the property owner or property manager to be present during inspections. He noted the change was made because inspections had become involved in landlord-tenant disputes, which resulted in time spent in court where several cases came down to hearsay. He explained that requiring the property owner or property manager to be present helped avoid those issues. He noted that not all property owners monitor their properties, so by requiring the property owner or a representative to be on site, they could observe the conditions of the property. He further noted that by implementing the requirement, it has drastically improved the amount of compliance they have received.

Mr. Thomas Miller, Code Enforcement Officer, reviewed the case history of 115 Stoney Way.

Responding to Dr. Pillsbury, Mr. Kopp clarified that the reason he got the fine was because he had to reschedule the first inspection because he did not have the appropriate individual at the property.

Responding to Dr. Pillsbury, Mr. Kopp stated that he did not believe the letter clarified who had to be present for the inspection. He believed in that situation, when the individual did call in to schedule the inspection, Code Enforcement would inform them because it was the owner's responsibility to verify compliance with all codes and it was written throughout code. He noted that it was written in the ICC and it was the owner's responsibility to review all local ordinances.

Responding to Dr. Pillsbury, Mr. Kopp stated that the letter did not clarify who had to be present for the inspection, but the proxy was on-site and there was a miscommunication. He noted that Mr. Miller was on-site at 3:00 p.m. and waited until 3:16 p.m. He further noted that the proxy was supposed to be there, but he did not show up.

Responding to Dr. Pillsbury, Mr. Hertz, Jr. stated that the first inspection, he had a friend come out to the property for the inspection, but he did not show up.

Responding to Dr. Pillsbury, Mr. Hertz, Jr. stated that he did not believe it was a big deal for his tenant to be present for the inspection, since it was her place of living. He noted technically that what he did was wrong because he was supposed to give them a letter within 48 hours and he did not, because he has good tenants. He further noted there has been no complaints for the property because he does take care of his tenants. He admitted he was lackadaisical in pursuing scheduling the second inspection, and that he was asking for lenience, regarding the matter.

Mr. Kopp stated that he did not want to violate landlord-tenant code, but the reason why they send first-class mail to the property owner was so they were not interfering with the landlord-tenant code.

Mr. Hertz, Jr. stated that he did not send the letter out to the tenant within the 48 hours because he had a good relationship with his tenants and he did not want to be a slumber.

Responding to Mr. Hertz, Jr., Mr. Kopp stated that one (1) of the reasons why they send the notice out because not everyone had that working relationship.

Ms. Main stated that the first notice did not specify that the proxy had to be the property owner or property manager had to be present for the inspection. She emphasized that what mattered was what was stated in writing, noting that there was no recording or documentation showing that Code Enforcement had informed anyone that a tenant could not serve as the proxy for the inspection. She noted that the second letter, if it stated that the property owner had to be present and if the tenant was there, then that would be a violation because it specifically stated that the proxy had to be the property owner.

Mr. Kopp clarified that on Mr. Hertz, Jr.'s letter, it carried a lot of information and one (1) of those things was cost effectiveness. He noted that the letter contained a lot of information, and it stated in bold letters, "You must contact this office by April 20, 2026 at 302-736-7011 to arrange a time and date suitable for you or your representative to meet with our inspectors at the property."

Responding to Mr. Kopp, Ms. Main argued that he just stated that the property owner did not have to be the individual at the inspection if he could not be there. But instead, he could have the tenant being the individual who lived at the property to be there for the inspection. She pointed out that was the situation that was described by Mr. Hertz, Jr. and that he did call within the time period for the first letter to schedule his inspection. She emphasized that the letter needed to be clarified in the first letter that they need a proxy and that the property owner must call to schedule the inspection. She further stated that if that individual was not available, they must call to reschedule within that timeframe, when they were available. She noted that things needed to be more specific to eliminate confusion or misrepresentation of who was authorized to be the representative.

Dr. Sudler suggested reviewing how the term "representative" was defined in the code to make it clearer. He also suggested including the code for individuals to interpret, explaining that while staff may be familiar with the code and its meaning, the average property owner may find the language confusing.

Mr. LeBoon stated that he described the scenario with one (1) word as ambiguity, noting that Mr. Hertz, Jr.'s actions coincided with that. He concurred with Ms. Main that the language should be clarified. He commended Mr. Hertz, Jr. for making an effort to respond, acknowledging that although the response was delayed, he had scheduled the inspection. He noted that given the ambiguity in the notice, Mr. Hertz, Jr. had made a reasonable effort to be in compliance.

**Mr. LeBoon moved to grant the appeal for 115 Stoney Way and waived the \$100.00 fines based on the ambiguity of the initial correspondence and the efforts of Mr. Hertz, Jr. to comply. The motion was seconded by Dr. Pillsbury and unanimously carried (Neil absent).**

Mr. Kopp recommended that for the best interest for everyone that they could select a day of the week and hold a monthly appeal. He noted that it would be the pleasure of the Board to have a set date because he felt they were meeting often with back to back appeals. He further noted that if they could set a date and time, not only to ensure all board members could be present, but also to help assist with staff scheduling, so they could continue to do inspections and so forth.

Responding to Mr. Hertz, Jr, Ms. Main advised that he, in the future, he should address citations promptly and not delay taking the required action to avoid appearing before the Board again. She commended Code Enforcement staff for their work and stated that they do an excellent job. She noted that the public should show more respect for Code Enforcement and the requirements needed to help staff perform their duties.

Responding to Dr. Pillsbury, Ms. Wheeler suggested that the Code Board of Appeals meet on Thursdays, since Construction and Property Maintenance Code Board of Appeals meet on Wednesdays.

Mr. Kopp suggested the third Thursday of the month, but that decision would be up to the Board. He stated that the item would need to be an agenda item and it would need to be something to consider.

Dr. Sudler stated that he had a request recommendation that when correspondence was sent by mail, that it was sent certified with a signature requirement to confirm receipt. He noted that the responsibility would be on the recipient receiving the notice.

Mr. Kopp stated that certified mail costs approximately \$11 per notice, and if they were to implement a certified mail requirement, he recommended an ordinance change. He noted that they were pursuing other software, which would not mitigate the requirement for mail, but it would open up the capability to email in addition to the first-class mail throughout code. He added that they have received legal opinions on this. He explained that first-class and certified mail remained the most recognized method of notification, however, adding email communication could provide an additional method of contact. He stated that the current system was outdated and would require staff to manually scan letters and locate email addresses, making the process inefficient. The new software would improve the ability to send email notifications along with mailed notices.

Mr. Hertz, Jr. stated that he liked to receive emails better because it was sent electronically and there was no denying the email. He noted that a certified letter was only good, if the individual went to the post office to pick the letter up.

Responding to Mr. Hertz, Jr., Dr. Sudler stated that whether or not the individual picked up the certified letter, they were still held accountable, because they would have received a pink slip stating they have received a certified letter.

Responding to Dr. Sudler, Mr. Hertz, Jr. stated that an individual could say they did not receive a pink slip and could question if they had certified mail. He noted that through receiving electronically, there was no way of denying the information.

Mr. Kopp stated that they have looked into sending the letters electronically, and several municipalities have done that as well, but the legality was the certified mail would stand up in court.

Ms. Wheeler stated that the City Clerk's Office does not send letters out by certified mail. She explained that she would send out the letters by regular mail and as a courtesy, since it was not in the code, she sent the letter electronically to the appellant. She noted that the appellant received the letter by mail and by email.

**Dr. Sudler moved for an adjournment of the Code Board of Appeals meeting, seconded by Mr. LeBoon, hearing no objection, the meeting adjourned at 4:11 p.m.**

The meeting adjourned at 4:11 p.m.

Dr. Roy Sudler, Jr.  
Chairman

RS/cw