

WALL BOROUGH ORDINANCE 11-04

AN ORDINANCE OF THE BOROUGH OF WALL, ALLEGHENY COUNTY, PENNSYLVANIA, FOR THE REGISTRATION AND ESTABLISHMENT OF FEES FOR PERMITS FOR LANDLORDS AND TENANTS

WHEREAS, the Borough of Wall has the responsibility to provide for the safety of its borough residents,

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the **BOROUGH OF WALL**, in Council assembled, as follows:

PART ONE **TENANT REGISTRATION**

SECTION 101: **Obtaining an Occupancy Permit.**

Any person who hereinafter rents, purchases, owns or otherwise occupies any dwelling or commercial business place in the Borough of Wall must apply for and obtain an occupancy permit in conformance with existing ordinances of the Borough of Wall prior to said occupancy.

SECTION 102: **Obligation to Confirm Possession of an Occupancy Permit.**

All owners of real estate that are available for rental use by other persons shall have the duty to see that an occupancy permit is obtained prior to the change of occupancy of any dwelling or commercial business place. Said obligations on the owners of real estate will apply irrespective of the number of units for lease or rent. However, it shall not include transient or casual rental for persons not permanently residing or occupying said premises. However, any occupancy of a premises for a period in excess of seven (7) days shall be presumed a permanent occupancy of said premises and deemed to be a resident.

SECTION 103: **Obligation to Notify of Occupancy.**

All such owners and occupiers of real estate must furnish the Borough Building Inspector or other appointed official within 10 days of the signing of a lease, or

occupancy of any premises, whichever occurs first, a notification of occupancy as defined in the following Section.

SECTION 104: **Notification of Occupancy**

The notification of occupancy to be completed by each owner, agent, rental agent, tenant or occupier of any premises shall include the following:

- A. Address of the dwelling or commercial business place.
- B. Name and address of the owner and rental agent, if any.
- C. Name and address of the tenant or tenants including the number of adults and children, persons under 18, residing in the rental unit.
- D. Name and age of any individual who has special needs to protect the safety of the individual in the event any emergency agency (police, fire, rescue, etc.) may be called to the residence.

SECTION 105: **Application Fee**

From this date hereafter each application for an occupancy permit shall be accompanied by a check, cash or money order in the amount described hereinafter:

- A. Commercial business places shall pay the sum in an amount to be established from time to time by resolution of Borough Council as long as the inspection is of a routine nature. If the inspection requires excessive time, the applicant shall bear the additional cost of inspection.
- B. Rental dwelling units or single-family dwelling units shall pay the sum in an amount to be established from time to time by resolution of Borough Council as long as the inspection is of a routine nature. If the inspection requires excessive time, the applicant shall bear the additional cost of the inspection.
- C. For purposes of this Part, the first revisit of the inspector will be deemed to be part of the original inspection. Thereafter, if the applicant fails to comply with the regulations, the second revisit by the inspector shall be deemed to be a new inspection and subject to additional fees as described above.

SECTION 106: **Violation**

- 1. It shall be a violation of this Part for any owner and/or his agent to lease, rent or otherwise permit the occupancy of any dwelling under his or their respective ownership

and/or control without having first filed with the Borough Building Inspector or other appointed official, the notice of occupancy as set forth and required hereinabove. It shall further be a violation for an owner or his agent to collect rent or lease payments from any tenant for any dwelling unit or commercial business place without having first complied with the obligations of this Part.

2. It shall be a violation of this ordinance for any person to occupy any premises as an owner or otherwise, without having first complied with this Part.

3. Each day in violation of the ordinance shall be a separate violation and subject to the maximum penalty provided herein.

SECTION 107: **Penalty**

Any person, firm, or corporation who shall violate any provision of this Part shall, upon conviction thereof, be sentenced to pay a fine of not less than \$300 and not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this Part continued shall constitute a separate offense.

PART TWO
RENTAL PROPERTY

SECTION 201: **General**

1. Purpose/Scope/Declaration of Policy and Findings.

A. It is the purpose of this Part and the policy the Council of the Borough of Wall, in order to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of owners and occupants relating to the rental of certain dwelling units in the Borough of Wall and to encourage owners and occupants to maintain and improve the quality of rental housing within the community. It is also the policy of the Borough that owners, managers and occupants share the responsibilities to obey the various codes adopted to protect and promote public health, safety and welfare. As means to those ends, this Part provides for a system of inspections; issuance and renewal of occupancy license; and sets penalties for violations. This Part shall be liberally construed and applied to promote its purposes and policies.

B. In considering the adoption of this Part, the Borough of Wall makes the following findings:

(1) There is a greater incidence of violations of various codes of the Borough at residential properties where owners of rental property do not reside in the Borough than at owner-occupied residential properties of family-occupied residential rental properties.

(2) There is a greater incidence of problems with the maintenance and upkeep of residential properties where owners do not reside in the Borough than at owner-occupied residential properties or family-occupied residential rental properties.

(3) There is a greater incidence of disturbances which adversely affect the peace and quiet of the neighborhood at residential properties where owners do not reside in the Borough than at owner-occupied residential properties or family-occupied residential rental properties.

2. Definitions.

BOROUGH: The Borough of Wall, Allegheny County, Pennsylvania.

CODE: Any code or ordinance adopted, enacted, and/or in effect in and for the Borough of Wall concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit. Included within, but not limited by, this definition are the following which are in effect as of the date of enactment of this Part.

CODE ENFORCEMENT OFFICER: The duly appointed Code Enforcement Officer(s) having charge of the Office of Code Enforcement of the Borough of Wall and any assistants or deputies thereof.

COMMON AREA: In multiple unit dwellings, space which is not part of a regulated rental unit and which is shared with other occupants of the dwelling whether they reside in regulated dwelling units or not common areas shall be considered, as part of the premises for purposes of this Part.

DISRUPTIVE CONDUCT: Any form of conduct, action, incident or behavior, perpetrated, caused or permitted, by any occupant or visitor of a regulated dwelling unit that is so loud, untimely (as to hour of the day), offensive, riotous or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of

their premises such that a report is made to police and/or to the Code Enforcement Officer complaining of such conduct, action, incident or behavior. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense or that criminal charges be filed against any person in order for a person to have perpetrated, caused or permitted the commission of a disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless the Code Enforcement Officer or police shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrence.

DISRUPTIVE CONDUCT REPORT: A written report of disruptive conduct on a form to be prescribed therefore, to be completed by the Code Enforcement Officer or police, as the case may be, who actually investigates an alleged incident or disruptive conduct and which shall be maintained by the Code Enforcement Officer.

DWELLING: A building having one or more dwelling units.

DWELLING UNIT: A room or group of rooms within a dwelling and forming a single unit and used for living and sleeping purposes, having its own cooking facilities and a bathroom with a toilet and a bathtub or shower and sink.

GUEST: A person on the premises with the actual or implied consent of an occupant.

LANDLORD: One or more persons, jointly or severally, in whom is vested all or part of the legal title to the premises, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgage holder in possession of a regulated rental unit (Same as owner).

MANAGER: An adult individual designated by the owner of a regulated rental unit. The manager shall be the agent of the owner for service of process and receiving notices or demands and to perform the obligation of the owner under this Part and under rental agreements with occupants.

MULTIPLE-UNIT DWELLING: A building containing two or more independent dwelling units including, but not limited to, double houses, row houses, townhouses, condominiums, apartment houses and conversion apartments.

OCCUPANY PERMIT: The permit issued to the owner of regulated rental

units under this Part, which is required for the lawful rental and occupancy of regulated rental units.

OCCUPANT: An individual who resides in regulated rental unit, whether or not he or she is the owner thereof, with whom a legal relationship with the owner/landlord is established by a written lease or by the laws of the Commonwealth of Pennsylvania.

OWNER: One or more persons, jointly or severally, in whom is vested all or part of the legal title to the premises, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgage holder in possession of a regulated rental unit.

OWNER - OCCUPIED DWELLING UNIT: A dwelling unit in which the owner resides on a regular, permanent basis.

PERSON: A natural person, partnership, corporation, unincorporated association, limited partnership, trust or any other entity.

POLICE: The Police Department of the Borough of East McKeesport, with whom Wall Borough contracts police services, or any properly authorized member or officer thereof or any other law enforcement agency having jurisdiction within the Borough of Wall.

PREMISES: Any parcel of real property in the Borough including the land and all buildings and appurtenant structures or appurtenant elements, upon which one or more regulated rental units is located.

REGULATED RENTAL UNIT: A dwelling unit occupied by any person under a rental agreement.

RENTAL AGREEMENT: A written agreement between owner/landlord and occupant/tenant supplemented by the addendum required under section 202(5) of this Part, embodying the terms and conditions concerning the use and occupancy of a specified regulated rental unit or premises.

TENANT: An individual who resides in a regulated rental unit, whether or not he or she is the owner thereof, with whom a legal relationship with the owner/landlord is established by a written lease or by the laws of the Commonwealth of Pennsylvania (Same as “occupant”).

SECTION 202. OWNER'S DUTIES

1. General

A. It shall be the duty of every owner to keep and maintain all regulated rental units in compliance with all applicable codes and provisions of all other applicable state laws and regulations and local ordinances, and to keep such property in good and safe condition.

B. As provided for in this Part, every owner shall be responsible for regulating the proper and lawful use and maintenance of every dwelling which he, she or it owns.

C. As provided for in this Part, every owner shall also be responsible for regulating the conduct and activities of the occupants of every regulated rental unit which he, she or it owns in the Borough, which conduct or activity takes place at such regulated rental unit or its premises.

D. In order to achieve those ends, every owner of a regular rental unit shall regulate the conduct and activity of the occupants thereof, both contractually and through enforcement, as more fully set forth below.

E. This section shall not be construed as diminishing or relieving, in any way, the responsibility of occupants or their guests for their conduct or activity; nor shall it be construed as an assignment, transfer or projection over or onto any owner of any responsibility or liability which occupants or their guests may have as a result of their conduct or activity under any private cause of action, civil or criminal enforcement proceeding, or criminal law; nor shall this section be construed so as to require an owner to indemnify or defend occupants or their guests when any such action or proceeding is brought against the occupant based upon the occupant's conduct or activity. Nothing herein is intended to impose any additional civil/criminal liability upon owners other than that which is imposed by existing law.

F. This Part is not intended, nor shall its effect be, to limit any other enforcement remedies which may be available to the borough against an owner, occupant or guest thereof.

2. DESIGNATION OF MANAGER: Every owner who is not a full-time resident of the Borough of Wall, or a resident elsewhere within 15 miles from the Borough of

Wall, shall designate a manager who shall reside within 15 miles of the Borough of Wall. If the owner is a corporation, a manager shall be required if any officer of the corporation does not reside within the aforesaid distance. The officer shall perform the same function as a manager. If the owner is a partnership, a manager shall be required if a partner does not reside in the aforesaid distance. Said partner shall perform the same function as a manager. The manager shall be the agent of the owner for service of process and receiving notices and demands, as well as for performing the obligations of the owner under this Part and under rental agreements with occupants. The identity, address and telephone number(s) of a person who is designated as manager hereunder shall be provided by owner or manager to the Borough, and such information shall be kept current and updated as it changes.

3. DISCLOSURE: The owner or manager shall disclose to the occupant in writing on or before the commencement of the tenancy:

- A. The name, address and telephone number of the manager, if applicable.
- B. The name, address and telephone number of the owner of the premises.

4. Maintenance of Premises:

A. The owner shall maintain the premises in compliance with the applicable codes of the Borough and shall regularly perform all routine maintenance, including lawn mowing and ice and snow removal, and shall promptly make any and all repairs necessary to fulfill this obligation.

B. The owner and occupant may agree that the occupant is to perform specified repairs, maintenance tasks, alterations or remodeling. In such case, however such agreement between the owner and occupant must be in writing. Such an agreement may be entered into between the owner and occupant only.

(1) The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the owner or occupant.

(2) The agreement does not diminish or affect the obligation of the owner or other occupants in the premises.

C. In no case shall the existence of any agreement between owner and occupant relieve any owner of any responsibility under this Part or other ordinances or codes for maintenance of premises.

5. Written Rental Agreement.

A. All rental agreements for regulated dwelling units shall be in writing and shall be supplemented with the addendum attached hereto as Appendix A. No oral leases and no oral modifications thereof are permitted. All disclosures and information required to be given to occupants by the owner shall be furnished before the signing of the rental agreement. The owner shall provide occupant with copies of the rental agreement and addendum upon execution. Owner shall further secure a written acknowledgment from the occupants that they have received the disclosures and information required by this Part.

B. Terms and Conditions. Owner and occupant may include in a rental agreement terms and conditions not prohibited by this Part or other applicable ordinances, regulations and laws, including rent, term of the agreement and other provisions governing the rights and obligation of the parties.

C. Prohibited Provisions. Except as otherwise provided by this Part, no rental agreement may provide that the occupant or owner agrees to waive or to forego rights or remedies under this Part. A provision prohibited by this subsection included in a rental agreement shall be unenforceable.

D. Attachment of Ordinance to Rental Agreement. Following the effective date of this Part, a summary hereof in a form provided to owner by the Borough, at the time of licensing, shall be attached to each rental agreement delivered by or on behalf of an owner when any such agreement is presented for signing to any occupant. If a summary has been provided when the rental agreement was first executed a summary does not have to be provided upon renewal. Where a rental agreement as being entered into prior to the effective date of this Part, the owner shall provide the occupants with a copy of the summary within 60 days after enactment of this Part.

E. Upon oral or written request by the police or Code Enforcement Officer, the owner shall within 10 days of such request furnish to the Borough, copies of acknowledgement that the occupants have received the disclosure and information required to be given and acknowledged as required by this Part.

G. Upon oral or written request by the police or Code Enforcement Officer, the owner shall within 10 days of such request furnish to the borough for inspection

purposes, copies of the leases the owner has entered into for regulated rental units.

6. Complaints: The owner shall reply promptly to reasonable complaints and inquiries from occupants.

7. Landlord/Tenant Act: The owner shall comply with all provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.

8. Common Areas: Where an owner does not regulate the use of common areas and the behavior of occupants and guests in the common areas, the owner shall be directly responsible for the behavior of occupants and guests in the common area as if owner were an occupant.

9. Enforcement.

A. Within 10 days after receipt of written notice from the Code Enforcement Officer that an occupant of a regulated rental unit has violated a provision of this Part, the owner shall take immediate steps to remedy the violation and take steps to assure that there is not a reoccurrence of the violation.

B. Within 20 days after receipt of a notice of violation, the owner shall file with the Code Enforcement Officer a report on a form provided by the Borough setting forth what action the owner has taken to remedy the violation and what steps he or she has taken to prevent a reoccurrence of the violation. The report shall also set forth a plan as to steps the owner will take in the future if the violation recurs.

C. The Code Enforcement Officer shall review the report and, if adequate steps have been taken and the plan is adequate to address future violations, shall approve the plan. The owner shall, on his or her initiative, enforce the plan and failure to do so shall be a violation of this Part.

D. In the event that a third violation occurs within a license year involving the same occupant or occupants, the Code Enforcement Officer may direct the owner to evict the occupants who violated this Part and to not permit the occupant to occupy the premises during the subsequent licensing period.

E. If an occupant has been evicted from a regulated unit pursuant to this Part, he or she shall not be eligible to rent any other regulated unit within the Borough of Wall.

10. Code Violations. Upon receiving notice of any code violation from the Code Enforcement Officer, the owner shall promptly take action, or cause the necessary action

to be taken, to abate the offending condition and eliminate the violation.

11. Borough Can Make Repairs. In case the owner of premises shall neglect, fail or refuse to comply with any notice from the Borough or its Code Enforcement Officer to correct a violation relating to maintenance and repair of the premises under any code within the period of time stated in such notice, The Borough may cause the violation to be corrected. There shall be imposed upon the owner a charge of the actual costs involved, plus 10% of said costs for each time the Borough shall cause a violation to be corrected and the owner of the premises shall be billed after same has been completed. Any such bill which remains unpaid and outstanding after the time specified therein for payment shall be grounds for the impositions of a municipal lien upon the premises as provided by law. Such a lien may be reduced to judgment and enforced and collected as provided by law, together with interest at the legal rate and court costs. The remedies provided by this paragraph are not exclusive and the Borough and its Code Enforcement Officer may invoke such other remedies available under this Part or other applicable codes, ordinances or statutes, including, where appropriate, condemnation proceedings or declaration of premises as unfit for habitation, suspension, revocation or nonrenewal of the license issued hereunder.

12. The owner shall permit inspections of any premises by the Code Enforcement Officer at reasonable times upon reasonable notice; that is, from 9 a.m. to 8 p.m., Monday through Sunday, upon 48 hours notice.

SECTION 203. OCCUPANT DUTIES.

1. General. The occupant shall comply with all obligations imposed upon occupants by this Part, all applicable codes and ordinances of the Borough and all applicable provisions of State law.

2. Health and Safety Regulations.

A. The maximum number of persons permitted in any regulated rental unit at any time shall not exceed one person for each 50 square feet of habitable floor space in said regulated rental unit. The maximum number of persons permitted in the common areas of any multiple-unit dwelling at any time shall not exceed one person for each 15 square feet of common area on the premises.

B. The occupant shall dispose from his or her regulated rental unit all

rubbish, garbage and other waste in a clean and safe manner in compliance with Wall's Solid Waste Ordinance and all other applicable ordinances, laws and regulations.

3. **Peaceful Enjoyment.** The occupant shall conduct himself or herself and require the other persons, including but not limited to, guest on the premises and within his or her regulated rental unit with his or her consent to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others, and that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by the persons occupying same.

4. **Residential Use.** The occupant shall, unless otherwise permitted by applicable law or ordinance, occupy or use his or her regulated rental unit for no other purpose than as a residence.

5. **Illegal Activities.** The occupant shall not engage in, nor tolerate nor permit others on the premises to engage in, any conduct declared illegal under the Pennsylvania Crimes Code (18Pa.C.S.A. , sect. 101 *et. seq.*), or Liquor Code (47 P.S. sect. 1-101 *et. seq*) or the Controlled Substances, Drug, Device and Cosmetic Act (35 P.S. sect. 780-101 *et seq*).

6. Disruptive Conduct.

A. The occupant shall not engage in, nor tolerate nor permit others on the premises to engage in, disruptive conduct or other violations of this Part.

B. When police or the Code Enforcement Officer investigate an alleged incident of disruptive conduct, he or she shall complete a disruptive conduct report upon a finding that the reported incident did, in his or her judgment, constitute "disruptive conduct" as defined herein. The information filled in on said report shall include, if possible, the identity or identities of the alleged perpetrators(s) of the disruptive conduct and all other obtainable information including the factual basis for the disruptive conduct requested on the prescribed form. Where the police make such investigation, said police officer shall then submit the completed disruptive conduct report to the Code Enforcement Officer within seven (7) working days. In all cases, the Code Enforcement Officer shall mail a copy of the disruptive conduct report, whether the person making the investigation on behalf of the Borough is the Code Enforcement Officer or police.

7. Compliance with Rental Agreement. The occupant shall comply with all lawful provisions of the rental agreement entered into between owner and occupant. Failure to comply may result in the eviction of the occupant by the owner.

8. Damage to Premises. The occupant shall not intentionally cause, nor permit nor tolerate others to cause, damage to the premises. Conduct which results in damages in excess of \$500 shall be considered a violation of this Part.

9. Inspection of Premises. The occupant shall permit inspections by the Code Enforcement Officer of the premises at reasonable times, upon reasonable notice, specifically between the hours of 9 a.m. and 8 p.m., Monday through Sunday, providing 48 hours notice is provided.

SECTION 204

Licenses and Inspection.

1. License Requirement

A. As a prerequisite to entering into a rental agreement or permitting the occupancy of any regulated rental unit the owner of every such regulated rental unit shall be required to apply for and obtain a license for each regulated rental unit.

B. A license shall be required for all regulated rental units.

C. The application for the license shall be in a form as determined by the Borough.

D. The owner shall maintain a current list of occupants in each regulated dwelling unit which shall include their name permanent address and permanent telephone number. The owner shall furnish the list to the Borough upon request and shall notify the Borough of any changes in the number of occupants so that revisions can be made to the licenses. Further, the owner, for safety reasons, shall furnish a list of any occupant who has special needs, and that individuals' condition, so that emergency personnel (fire, police, paramedics, etc.) are fully informed upon their response to any emergency call.

E. The owner shall furnish with his or her application for license a copy of the written lease which the owner intends to have the occupants of each licensed dwelling unit execute. If the owner uses more than one form of lease, the owner shall furnish a copy of each form. The license will not be issued if the lease form does not meet the requirements of section 11-202(5) of this Part.

F. The owner shall furnish with his or her application, for inspection purposes only, the leases that have been entered into that will cover all or part of the license term. The license will not be issued if such leases are not furnished for inspection. Leases shall be furnished for all persons who have paid a deposit at the time the owner

applies for a license or who have committed to residing in the premises.

2. Annual License Term, Fee and Occupancy Limit.

A. Each license shall have an annual term running from June 1 through May 31 each year.

B. Upon application for a license and prior to the issuance or renewal thereof, each applicant shall pay to the Borough an annual license and inspection fee, in an amount to be established from time to time by resolution of the Borough Council. Such resolution may provide for more than one fee scale for different categories of premises, to be more specifically set forth in the resolution.

C. The license shall indicate thereon the maximum number of occupants in each regulated rental unit.

D. No license shall be issued if the owner has not paid any fines and costs arising from enforcement of this Part or any of the ordinances of the Borough of Wall relating to land use and/or code enforcement or if any licensing fees under this Part are due and owing to the Borough.

3. Inspection

A. All premises shall be subject to periodic inspection by the Code Enforcement Officer or another duly authorized agent of the Borough. Such inspection may take place when an application is submitted for a license, or at any time during the year.

B. The Code Enforcement Officer is hereby designated as the official authorized to enforce this Part and to take appropriate measures to abate violations herein, for an on behalf of the Borough of Wall. The police will also have authority to enforce this Part and take appropriate action to abate violations.

C. This Section shall not be construed so as to limit or restrict the Code enforcement Officer's authority to conduct inspections or premises, whether or not subject to the permitting and inspection requirements of this Part or pursuant to any other ordinance or code.

4. Search Warrant. Upon a showing of probable cause that a violation of this Part or any other ordinance of the Borough of Wall has occurred, the Code Enforcement Officer may apply to the district justice having jurisdiction in the Borough of Wall for a

search warrant to enter and inspect the premises.

SECTION 11-205. Grounds for Non-Renewal, Suspension or Revocation of License

1. General. The Code Enforcement Officer may initiate disciplinary action against an owner that may result in a formal warning, nonrenewal, suspension or revocation of the owner's license, for violating any provision of this Part that imposes a duty upon the owner, and/or for failing to regulate the breach of duties by occupants as provided for herein.

2. Definitions of Options.

A. Formal Warning. Formal written notification of at least one violation of this Part. Upon satisfactory compliance with this Part and any conditions imposed by the Code Enforcement Officer and/or the Borough Council, the formal warning shall be removed when the owner applies for license renewal at a time set by the Code Enforcement Officer or by Borough Council.

B. Non-renewal. The denial of the privilege to apply for license renewal after expiration of the license term. The Borough will permit the owner to maintain occupants in the premises until the end of the license term but will not accept applications for renewal of the license until a time set by the Code Enforcement Officer or by Borough Council.

C. Suspension. The immediate loss of the privilege to rent regulated rental units for a period of time set by the Code Enforcement Officer or Borough Council. The owner, after the expiration of the suspension period, may apply for license renewal without the need to show cause why the owner's privilege to apply for a license should be reinstated. Upon suspension, the owner shall take immediate steps to evict the occupants.

D. Revocation. The immediate loss of the privilege to rent regulated rental units for a period of time set by the Code Enforcement Officer or the Borough Council and the loss of the privilege to apply for renewal of the license at the expiration of the time period. Upon loss of the privilege to rent, the owner shall take immediate steps to evict the occupants.

3. Criteria for Applying Discipline. The Code Enforcement Officer, when recommending discipline, and the Borough Council, when applying discipline, shall

consider the following:

- A. The effect of the violation on the health, safety and welfare of the occupants of the registered rental unit and other residents of the premises.
- B. The effect of the violation on the neighborhood.
- C. Whether the owner has prior violations of this Part and other ordinances of the Borough or has received notices of violations as provided for in this Part.
- D. Whether the owner has been subject to disciplinary proceedings under this Part.
- E. The effect of disciplinary action on the occupants.
- F. The action taken by the owner to remedy the violation and to prevent future violations, including any written plan submitted by the owner.
- G. The policies and lease language employed by the owner to manage the regulated dwelling unit to enable the owner to comply with the provisions of this Part.
- H. In additions to applying discipline as set forth above, the Code Enforcement Officer may recommend and Borough Council may impose upon the existing or subsequent licenses reasonable conditions related to fulfilling the purposes of this Part.

4. Grounds for Imposing Discipline. Any of the following may subject an owner to discipline as provided for in this Section:

- A. Failure to abate a violation of Borough codes and ordinances that apply to the premises within the time directed by the Code Enforcement Officer.
- B. Refusal to permit the inspection of the premises by the Code Enforcement Officer as required by section 11-204(3) of this Part.
- C. Failure to take steps to remedy and prevent violations of this Part by occupants of regulated rental units as required by section 11-202(9) of this Part.
- D. Failure to file and implement an approved plan to remedy and prevent violations of this Part by occupants of a regulated rental unit as required by section 11-202(9) of this Part.
- E. Failure to evict occupants after having been directed to do so by the Code Enforcement Officer of the Borough as provided for in section 11-202(9) of this Part.
- F. Three violations of this Part or other ordinances of the Borough that apply

to the premises within a license term. For purposes of this Part, there need be no criminal conviction before a violation can be found to exist. Before a prior violation can be considered under this Section, the owner must have received notice in writing of this violation within 30 days after the code Enforcement Officer received notice of the violation.

5. Procedure for Non-Renewal, Suspension or Revocation of License.

A. Notification. Following a determination that grounds for non-renewal, suspension or revocation of a license exist, the Code Enforcement Officer shall notify the owner of the action to be taken and the reason therefore. Such notification shall be in writing, addressed to the owner in question, and shall contain the following information:

- (1) The address of the premises in question and identification of the particular regulated rental unit(s) affected.
- (2) A description of the violation which has been found to exist.
- (3) A notice that the regulated rental unit(s) is in violation of this Part with a specification of the grounds of the violation. Such violations must be cured within 30 days from the date of the notice.
- (4) Notice that each day the violation remains shall be a separate violation and punishable under section 11-206. The Borough shall further have the right to enjoin the obligations and duties created under this Part.
- (5) A statement informing the owner that he, she or it has a right to appeal the decision that the owner is in violation of this Part by submitting in writing to the Borough Secretary/Manager, within 30 days from the date printed on the notice, a detailed statement of the appeal including the grounds therefore and the reason(s) alleged as to why the determination of the Code Enforcement Officer is incorrect or should be overturned and a statement of the relief requested by the appellant. Such notice of appeal may be required to be submitted on a form to be prescribed therefore by Borough Council, to be signed by the appellant. There is hereby imposed a fee for filing of such appeals, the amount of which shall be determined and established from time to time by resolution of Borough Council.
- (6) Upon receipt of such an appeal in proper form, accompanied with the requisite filing fee, the Borough Secretary/manager shall schedule a hearing to be

held at the time and date of the next regularly scheduled Borough Council meeting not less than 10 days from the date on which the appeal is filed.

(7) The appellant and the Code Enforcement Officer shall receive written notice of the hearing on appeal.

(8) Borough Council shall hold a hearing on the appeal which shall be conducted in accordance with the Local Agency Law, 2 Pa. C.S.A. sects. 551-555. The appellant and all other parties having an interest may be heard. Based on the facts and arguments of the appellant and of the Code Enforcement Officer and any police or other public officials involved, and any relevant factual presentations of other parties, the Borough Council shall make a decision either affirming, reversing or modifying the action of the Code Enforcement Officer from which the appeal was taken. Such decision shall be rendered at a public meeting either immediately following the hearing or within 30 days thereafter. The decision shall be reduced to writing stating clearly the factual and legal basis for the decision, within 45 days after their hearing. If Borough Council deems it necessary or desirable, it may continue the hearing to a subsequent time and date not later than 30 days from the initial hearing, which time and date shall be openly announced at the initial hearing and in such case, the time limits for rendering the decision and reducing it to writing set forth herein shall be calculated from the last hearing date (at which the substance of the decision is orally announced).

B. Delivery of Notification.

(1) All notices shall be sent to the owner or manager, if applicable, by certified mail. In the event that the notice is returned by the postal authorities marked “unclaimed” or “refused,” then the Code Enforcement Officer shall attempt delivery by personal service on the owner or manager, if applicable. The Code Enforcement Officer shall also post the notice at a conspicuous place on the premises.

(2) If personal service cannot be accomplished after a reasonable attempt to do so, then the notice may be sent to the owner or manager at the address stated on the most current license applications for the premises in questions, by regular first-class mail, postage prepaid. If such notice is not returned by the postal authorities within 5 days of its deposit in the United States mail, then it shall be deemed to have been delivered to and received by the addressee on the fifth day following its deposit in the

U.S. mail, and all time periods set forth under subsection (A) above, shall thereupon be calculated from said fifth day.

SECTION 206 **Violations and Penalties**

1. **Basis for Violation.** It shall be unlawful for any person, as either owner or manager of a regulated rental unit for which a license is required to operate without a valid, current license issued by the Borough authorizing such operation. It shall also be unlawful for any person, either owner or manager, to allow the number of occupants of a regulated unit to exceed the maximum limit as set forth on the license, or to violate any other provision of this Part. It shall be unlawful for any occupant to violate this Part.
2. **Penalties.** Any person, firm, or corporation who shall violate any provision of this Part shall, upon conviction thereof, be sentenced to pay a fine of not less than \$300 and not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this Part continues shall constitute a separate offense.
3. **Nonexclusive Remedies.** The penalty provisions of this Section and the license non-renewal, suspension and revocation procedures provided in this Part shall be independent, non-mutually exclusive separate remedies, all of which shall be available to the Borough as may be deemed appropriate for carrying out the purposes of this Part. The remedies and procedures provided in this Part for violation hereof are not intended to supplant or replace, to any degree, the remedies and procedures available to the Borough in the case of a violation of any other code or ordinance of the Borough, whether or not such other code or ordinance is referenced in this Part and whether or not an ongoing violation of such other code or ordinance is cited as the underlying ground for a finding of a violation of this Part.

SECTION 207 **Miscellaneous Provisions**

1. **Notices**
 - A. For purposes of this Part, any notice required hereunder to be given to a manager shall be deemed as notice given to the owner.
 - B. There shall be a rebuttal presumption that any notice required to be given to the owner under this Part shall have been received by such owner if the notice was

given to the owner in the manner provided by this Part.

C. A claimed lack of knowledge by the owner of any violation hereunder cited shall be no defense to license nonrenewal, suspension or revocation proceedings as long as all notices prerequisite to institution of such proceedings have been given and deemed received in accordance with the applicable provisions of this Part.

2. Changes in Ownership Occupancy. It shall be the duty of each owner of a regulated rental unit to notify the Code Enforcement Officer in writing of any change in ownership of the premises or of the number of regulated rental units on the premises. It shall also be the duty of the owner to notify the Code Enforcement Officer in writing of any increase in the number of occupants in any regulated rental unit or of the changing of a dwelling unit from owner-occupied to nonowner-occupied, which thereby transforms the dwelling into a regulated rental unit for purposes of this Part.

3. Owners Severally Responsible. If any regulated rental unit is owned by more than one person, in any form of joint tenancy, as a partnership, or otherwise, each person shall be jointly and severally responsible for the duties imposed under the terms of this Part, and shall be severally subject to prosecution for the violation of this Part.

SECTION 3:

ORDAINED AND ENACTED this _____ day of _____ 2011.

ATTEST:

Borough of Wall

Julie Donolo
Borough Secretary

by: Thomas J. Wratcher
President of Council

AS TO FORM:

Approved by me this ___ day of _____, 2011

Ronald F. Lawry, Esquire
Borough Solicitor

Robert G. Arlet
Mayor

APPENDIX A
ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

This Addendum to Residential Rental Agreement is made this _____ day of _____, 2011, and is incorporated into and shall be deemed to amend and supplement the Residential Rental Agreement made by the undersigned tenant and landlord, their heirs, successors and assigns, dated _____. The Residential Rental Agreement and this Addendum pertain to the premises described in said agreement and located at _____. This Addendum is required by section 11-202(5) of the Regulated Rental Unit Occupancy Ordinance of the Borough of Wall.

ADDITIONAL COVENANTS AND OBLIGATIONS

In addition to the covenants and obligations set forth in the aforementioned Residential Rental Agreement, tenant and landlord hereby covenant and agree as follows:

A. Landlord's Covenants and Obligations:

1. Landlord shall keep and maintain the leased premises in compliance with all applicable codes and ordinances of the Borough of Wall and all applicable state laws and shall keep the leased premises in good and safe condition.

2. The manager for the leased premises shall be as follows:

Name

Address

Telephone Number

3. The landlord shall be responsible for regularly performing all routine maintenance including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the leased premises.

4. The landlord shall promptly respond to reasonable complaints and inquiries from the tenant.

5. The landlord shall comply with all applicable provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.

B. Tenant's Covenants and Obligations:

1. Tenant shall comply with all applicable codes and ordinances of the Borough of Wall and all applicable state laws.

2. Tenant agrees that the maximum number of persons permitted within the regulated rental unit at any time shall be ____ and the maximum number of persons permitted within the common areas of the leased premises at any time shall be _____.

3. Tenant shall dispose of all rubbish, garbage and other waste from the leased premises in a clean and safe manner in compliance with Wall's ordinances.

4. Tenant shall not engage in any conduct on the leased premises which is declared illegal under the Pennsylvania Crimes Code or Liquor Code or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall tenant permit others on the premises to engage in such conduct.

5. Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.

6. Tenant shall not cause, nor permit nor tolerate to be caused, damage to the leased premises, except of ordinary wear and tear.

7. Tenant shall not engage in, nor permit others on the leased premises to engage in "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a regulated dwelling unit that is so loud, untimely, offensive, riotous or that otherwise unreasonably disturbs other persons in their peaceful enjoyment of their premises such that a report is made to the police and/or to the Code Enforcement Officer. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for a person to have perpetrated, caused or permitted the commission of disruptive conduct as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless

the Code Enforcement Officer or police shall investigate and make a determination that such did occur, and keep written records, including a Disruptive conduct report of such occurrence.”

8, Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Regulated Rental Unit Occupancy Ordinance of the Borough of Wall and that the issuance by any municipal officer of the Borough of Wall of a certificate of noncompliance with said ordinance relating to the leased premises shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, landlord shall have the right and option to pursue any and all of the following remedies:

- A. Termination of the rental agreement without prior notice.
- B. Bring an action to recover possession of the leased premises without abatement of rents paid including reasonable attorney’s fees and costs.
- C. Bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney’s fees and costs.
- D. Bring an action for damages caused by tenant’s breach, including reasonable attorney’s fees and costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first written above.

WITNESS

TENANT

WITNESS

TENANT