

ARTICLE 1785
Licensing and Inspection of Rental Units

1785.03 OWNER'S DUTIES.

(a) General. 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 applicable state laws and regulations and local ordinances and to keep such property in good and safe conditions. It is the owner's duty to provide the Borough with written notification of tenants in the owner's regulated rental units. As provided for in this article, every owner shall be responsible for regulating the proper and lawful use and maintenance of every dwelling which he, she or it owns. As provided for in this article, every owner shall also be responsible for regulating the conduct and activities of the occupants of every one which he, she or it owns in the Borough, which conduct or activity takes place at such regulated rental unit or its premises. In order to achieve those ends, every owner of a regulated rental unit shall regulate the conduct and activity of the occupants thereof, both contractually and through enforcement, as more fully set forth below. This section shall not be construed as diminishing or relieving, in any way, the responsibility of the 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.

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

(b) Designation of Manager. Every owner who is not a full-time resident of the Borough of White Oak or within a twenty-five (25) mile radius of the Borough of White Oak shall designate a manager who shall reside in an area that is a local call from the Borough of White Oak. If the owner is a corporation, a manager shall require if an officer of the corporation does not reside in the aforesaid calling area. 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 aforementioned call area. 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 of notices and demands, as well as for performing the obligations of the owner under this article and under rental agreement with occupants. The identify, 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.

(c) Disclosure.

(1) 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; and
- B. The name, address and telephone number of the owner of the premises.

(2) Before an occupant initially enters into or renews a Rental Agreement for a regulated rental unit, the owner or manager shall furnish the occupant with the most recent inspection report relating to the property.

(d) Maintenance of Premises.

(1) The owner shall maintain the premises in compliance with the 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.

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

- A. 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; and
- B. The agreement does not diminish or affect the obligation of the owner to other occupants in the premises.

(3) In no case shall the existence of any agreement between the owner and occupant relieve an owner of any responsibility under this article or other ordinances or codes for maintenance of premises.

(e) Written Rental Agreement.

(1) All agreements for regulated dwelling units shall be in writing and shall be supplemented with an Addendum as may be adopted by Borough Council from time to time. 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.

(2) Terms and conditions. Owner and occupant may include in a Rental Agreement terms and conditions not prohibited by this article or other applicable ordinances, regulations, and laws, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

(3) Prohibited provisions. Except as otherwise provided by this article, no Rental Agreement may provide that the occupant or owner agrees to waive or to forego rights or remedies under this article. Any provision prohibited by this subsection included in a Rental Agreement is unenforceable.

(4) Attachment of article to rental agreement. Following the effective date of this article, a summary hereof in a form provided to owner by the Borough at the time of licensing or the article itself, shall be attached to each rental agreement delivered by or on behalf of an owner when any such agreement is presented for signing to an occupant. If a most recent 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 has been entered into prior to the effective date of this article, the owner shall provide the occupants with a copy of the summary within sixty (60) days after enactment of this article.

(f) Complaints. The owner shall reply promptly to reasonable complaints and inquiries from occupants.

(g) Landlord/Tenant Act. The owner shall comply with all provisions of this Landlord/Tenant Act of the Commonwealth of Pennsylvania.

(h) Common Areas. Where an owner does not regulate the use of the 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 the owner were and occupant.

(i) Enforcement.

(1) Within ten (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 article, the Owner shall take immediate steps to remedy the violation and take steps to assure that there is not a recurrence of the violation.

(2) Within twenty (20) days after receipt of a notice of violation, the Owner shall file with the Code Enforcement Officer, or other designee of the Borough, a report, on a form provided by the Borough, setting forth what actions the owner has taken to remedy the violation and what steps he or she has taken to prevent a recurrence 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.

(3) The Code Enforcement Officer shall review the report, and, if adequate steps have been taken and the plan is adequate to address the future violations, shall approve the plan. The Owner shall, in his or her initiative, enforce the plans and failure to do so shall be a violation of this article.

(4) In the event that a second violation occurs within a year involving the same occupant or occupants, the Code Enforcement Officer may direct the owner to evict in accordance with the Landlord Tenant Act the occupants who violated this article and to not permit the occupant to occupy the premises during the subsequent licensing period.

(5) If an occupant has been evicted from a regulated rental unit pursuant to this article, he or she shall not be eligible to rent any other regulated rental unit within the Borough of White Oak.

(j) 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.

(k) 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 for each time the Borough shall cause a violation to be corrected; and the owner of the premises shall be billed after the same has been completed. Any such bill which remains unpaid and outstanding after the time specified therein for payment shall be grounds for the imposition of a municipal lien upon the premises as provided by law. Such a lien may be reduced to a 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 article or other applicable codes, ordinances or statutes, including, where appropriate, condemnation proceedings or declaration of the premises as unit for habitation; or suspension, revocation, or non-renewal of the Licenses issued hereunder.

(l) The owner shall permit inspections of any premises by the Code Enforcement Officer at reasonable times upon reasonable notice.

1785.04 OCCUPANT'S DUTIES.

(a) General. The occupant shall comply with all obligations imposed upon occupants by this article, all applicable Codes and Ordinances of the Borough and all applicable provisions of state law.

(b) Health and Safety Regulations.

(1) The maximum number of persons permitted in any regulated rental unit at any one time shall not exceed the standards outlined in Borough Ordinance IBC Basic Property Maintenance Code Section PM 405.0 concerning occupant load. The maximum number of person permitted in the common areas of any multiple unit dwelling at any one time shall not exceed one (1) person for each fifteen (15) square feet of common area of the premises.

(2) 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 the Borough's Solid Waste and Recycling Ordinance and separate and place for collection all recyclable materials in compliance with the Recycling Plan of the Borough of White Oak Solid Waste and Recycling Ordinance.

(c) Peaceful Enjoyment. The occupant shall conduct himself or herself and require other persons, including, but not limited to, guests, 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 the same.

(d) 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 residence.

(e) 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 (18 Pa.C.S.A. §101 et seq.) or Liquor Code (47 P.S. §1-101 et seq.) or the Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. §780-101 et seq.).

(f) Disruptive Conduct.

(1) The occupant shall not engage in, nor tolerate or permit others on the premises to engage in, disruptive conduct, or other violations of the article.

(2) When police investigate an alleged incident of disruptive conduct, he or she shall complete a disruptive conduct report upon a finding that the report incident did, in his or her judgement, constitute "disruptive conduct" as defined herein. The information filed in said report shall include, if possible, the identity or identities of the alleged perpetrator(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. In all cases, the Code Enforcement Officer shall mail a copy of the disruptive conduct report to the owner or manager within ten (10) working days of the occurrence of the alleged disruptive conduct.

(3) The third occurrence of disruptive conduct with a one (1) year period will result in automatic eviction.

(g) 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.

(h) Damage to Premises. The occupant shall not intentionally cause, permit nor tolerate others to cause damage to premises. Conduct which results in damages in excess of five hundred dollars (\$500.00) shall be considered a violation of this article.

(i) Inspection of Premises. The occupant shall permit inspections by the Code Enforcement Officer or his designated representative of the premises at reasonable times, upon reasonable notice.

1785.05 REGISTRATION REQUIREMENTS.

(a) Registration Requirements. The owners of each dwelling listed herein will be subject to the following registration requirements and fees:

(1) Each person who allows a dwelling to be occupied by a person or persons other than the owner of the dwelling, and where this action by the owner has occurred for a period in excess of one (1) year, shall be required to annually file with the Code Official rental unit registration.

(b) Inspection: Periodic Inspection. The Code Enforcement Officer or designated representative shall inspect each dwelling unit once every two (2) years following the filing and payment of the registration fee, at the time of sale of the premises*, and upon a change in tenant in the regulated rental unit**. These periodic inspections shall occur notwithstanding more frequent inspections which may be required in the investigation of complaints regarding the dwelling.

(1) Inspection; issuance of license. The Code Enforcement Officer or designated representative shall, upon receipt of an application for a license, inspect and rental dwelling and in the event that such rental dwelling is in compliance with this Code, the license applied for shall be issued.

(2) Non-compliance. In the event the rental dwelling is not in compliance with this Property Maintenance Code, the Code Enforcement Officer shall notify the applicant in writing and shall specify the non-compliance with this Property Maintenance Code. Upon completion of the changes, the Code Enforcement Officer shall issue the license applied for.

(c) Multi-Family Dwelling Display of License. Every license shall be displayed in a conspicuous place within the multi-family dwelling.

(d) License Duration. Every rental unit dwelling license shall remain in force for two (2) years from date of issuance.

(e) License Transfers. No license required by this article shall be transferable unless the new operator shall give notice in writing to the Code Enforcement Officer within ten (10) days after the transfer in any manner of ownership or control of the interest in such multi-family dwelling. Such notice shall include the name and address of the person succeeding to the ownership or control.

(f) Violation; License Revocation; Notice. Whenever the Code Enforcement Officer determines that there exists a violation of the Property Maintenance Code, it shall serve written notice upon the owner or manager and may notify the owner or manager in writing that unless the Notice of Violation is complied with, the rental dwelling license may be revoked. After the expiration of the time for compliance as stated on the Notice of Violation, a reinspection shall be made to determine compliance. If the violation has not been corrected and no appeal is pending, the Code Enforcement Officer may revoke the multi-family dwelling license and in such event shall serve written notice upon the owner or manager of such action.

(g) Appeal. Any person whose rental dwelling license has been revoked, or whose application for license to operate a multi-family dwelling has been denied, may appeal to the Board within the thirty (30) days of receipt of the revocation or license denial notification.

(h) Licensing of Rooming Houses, Dormitories and Hotels. No person shall operate a rooming house, dormitory or hotel unless he has first obtained from the Code Enforcement Officer a license to operate such rooming house, territory or hotel.

(i) Compliance with Code. The Code Enforcement Officer shall not issue a license unless the rooming house, dormitory or hotel for which the license is required is in compliance with the Property Maintenance Code.

(j) Number of Occupants Specified. Every license shall specify the maximum number of occupants allowed to occupy the rooming house, dormitory or hotel.

Every license shall be displayed in a conspicuous place within the rooming house, dormitory or hotel.

1785.06 VIOLATIONS AND PENALTIES.

(a) 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 rental unit to exceed the maximum limit as set forth on the License, or to violate any other provision of this article. It shall be unlawful for any occupant to violate this article.

(b) Penalties. Any violation of this article shall constitute a summary offense punishable, upon conviction thereof by a District Justice, by a fine not to exceed one thousand dollars (\$1,000.00) plus costs, by a term of imprisonment not to exceed thirty (30) days. Each day a violation shall constitute a separate and distinct offense.

(c) Non-Exclusive Remedies. The penalty provisions of this article and the license non-renewal, suspension and revocation procedures provided in this article 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 article. The remedies and procedures provided in this article for violations 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 article 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 article.

(d) Applicability of Article Against a Victim of Abuse, Victim of a Crime, or Individual in an Emergency. As provided by Act 200 of 2014, this article shall not be used to penalize a resident, tenant or landlord for a contact made for police or emergency assistance by or on behalf of a victim of abuse as defined in 23 Pa. C.S. § 6102, a victim of a crime pursuant to 18 PaC.S (related to crimes and offenses) or an individual in an emergency pursuant to 35 PaC.S. §8103, if the contact was made based upon the reasonable belief of the person making the contact that intervention or emergency assistance was necessary to prevent the perpetration or escalation of the abuse, crime or emergency or if the intervention or emergency assistance was actually needed in response to the abuse, crime or emergency. The term "penalize" includes the actual or threatened revocation, suspension or nonrenewal of a rental license, the actual or threatened assessment of fines or the actual or threatened eviction, or causing the actual or threatened eviction, from leased premises.

1785.07 MISCELLANEOUS PROVISIONS.

(a) Notices.

(1) For purposes of this article, any notice required hereunder to be given to a manager shall be deemed as notice given to the owner.

(2) There shall be a rebuttable presumption that any notice required to be given to the owner under this article shall be received by such owner if the notice as given to the owner in the manner provided by this article.

(3) A claimed lack of knowledge by the owner of any violation hereunder cited shall be no defense to license non-renewal, 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 article.

(b) 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 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 non-owner-occupied, which thereby transforms the dwelling into a regulated rental unit for the purpose of this article.

(c) 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 article, and shall be severally subject to prosecution for the violation of this article.

Additional required inspections for regulated rental units.

* Sale of the property.

** Change of tenant in a rental unit.