ORDINANCE NO. 580

BENTLEYVILLE BOROUGH
WASHINGTON COUNTY, PENNSYLVANIA

AN ORDINANCE OF BENTLEYVILLE BOROUGH, WASHINGTON COUNTY, PENNSYLVANIA, REGULATING RESIDENTIAL UNIT OCCUPANCY AND PROVIDING FOR INSPECTIONS AND PENALTIES FOR NONCOMPLIANCE.

WHEREAS, the Council of Bentleyville Borough desires to have a comprehensive Ordinance addressing residential rental units within the Borough; and

WHEREAS, the Council of Bentleyville Borough has resolved to repeal the prior Ordinances and to replace it with the Ordinance set below; and

WHEREAS, the Council of Bentleyville Borough believes it to be in the best interest and welfare to adopt this ordinance.

NOW THEREFORE, pursuant to the Borough Code, as amended, and other relevant laws, the Council of Bentleyville Borough hereby enacts and ordains the following:

Section One: Title

This ordinance shall be known as the "Bentleyville Borough Residential Rental Unit Ordinance of 2016".

Section Two: Purpose

The purpose of this Ordinance and the policy of the Council of Bentleyville Borough, 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 residential units in Bentleyville Borough and to encourage owners and occupants to maintain and improve the quality of rental housing within the community. The policy of the Borough is that owners, managers and occupants share responsibilities to obey the various codes adopted to protect and promote public health, safety and welfare. As a mean to those ends, this Ordinance provides for a system of inspections, issuance and renewal of occupancy licenses and sets penalties for violations. This Ordinance shall be liberally construed and applied to promote its purposes and policies. In considering the adoption of this Ordinance, Bentleyville Borough makes the following findings:

A. In recent years, many former private homes have been turned into residential rental units;

B. In recent years, many former private businesses have been turned into residential rental units within the Borough;

C. Those rental units have oftentimes been rented to individuals who, because they have ownership interest in the property, have allowed the properties to deteriorate; and

D. In many cases, owners of properties live long distances from Bentleyville Borough and as a result, property maintenance of many rental units in Bentleyville Borough has been somewhat lax; and

E. Problems have occurred because many tenants, have no ownership interest in the real estate, have not been concerned about following the codes of Bentleyville Borough, including codes which govern maintenance and safety of the property;

F. In turn, problems for other homeowners near the rental units have developed.

Section Three: Definitions

- **Borough**: the Borough of Bentleyville, Washington County, Pennsylvania

- **Code**: any code or ordinance adopted, enacted and/or in effect in and for Bentleyville Borough concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any premises or residential unit. Included within, but not limited by, this definition are the following which are in effect as of the enactment of this Ordinance: The Uniform Construction Code (hereinafter "UCC") the International Property Maintenance Code, International Plumbing Code, International Fire Prevention Code, International Electrical Code, Flood Plain Management Ordinance, the International Building Code and any duly enacted amendment or supplement to any of the above and any new enactment falling within this definition.

- **Code Enforcement Office**: the duly appointed Code Enforcement Officer(s) having charge of the Office of Code Enforcement of Bentleyville Borough, the Deputy Fire Code Enforcement Officer for Bentleyville Borough, and any other person properly appointed to enforce the codes and ordinances of Bentleyville Borough, including, but not limited to police officers authorized by Bentleyville Borough.

- **Common Area**: any open area within a structure shared by occupants or that the occupants have the right to share, including, but not limited to, kitchens, bathrooms, living rooms, dining rooms, attics, basements and any room used for parties, social events or the congregation of people, excepting bedrooms.

- **Disruptive Conduct**: any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a residential rental 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, 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.

- **Disruptive Conduct Report**: a written report of disruptive conduct on a form to be prescribed therefor, to be completed by the Code Enforcement Officer or the police, as the case may be, who actually investigates an alleged incident of disruptive conduct and which shall be maintained by the Code Enforcement Officer.

- **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 the present use and enjoyment of the premises, including a mortgage holder in possession of a residential rental unit (same as "owner").

- **Landlord-Tenant Act**: the Landlord and Tenant Act of 1951, 68 P.S. §§ 250.101, *et seq*, as amended.

- **Manager**: an adult individual designated by the owner of a residential rental unit.

- **Occupancy License**: the license issued to the owner of residential units under the Ordinance, which is required for the lawful rental and occupancy of residential rental units.

- **Occupant**: an individual who resides in a residential 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 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 the present use and enjoyment of the premises, including a mortgage holder in possession of a residential rental unit.

- **Owner-occupied Rental Unit**: a rental 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 employed by Bentleyville Borough or any authorized member or officer thereof or any other law enforcement agency having jurisdiction within Bentleyville Borough.

- **Premises**: any parcel of real property in the Borough, including the land and all buildings and appurtenant or appurtenant elements, on which more or more rental units are located.

- **Rental Agreement**: a written agreement between the owner/landlord and occupant/tenant supplemented by the addendum required under this Ordinance, embodying the terms and conditions concerning the use and occupancy of a specified residential rental unit or premises.

- **Residential Rental Unit**: any structure within the Borough which is occupied by someone other than the owner of the real estate as determine by the most current deed and for which the owner of said parcel of real estate received any value, including but not limited to money, or the exchange of services. Each apartment within a building is a separate structure requiring inspection and a license.

- **Structure**: any human-made object, the use of which requires an ascertainable stationary location on land, whether or not it is affixed to the land. Each apartment within a building is a separate structure.

- **Tenant**: an individual who resides in a residential unit, whether or not he or she is the owner thereof, with whom a legal relationship with the owner/landlord is established by lease or by the laws of the Commonwealth of Pennsylvania (same as "occupant").

Section Four: Owner's Duties

Every owner shall have the following duties:

A. To keep and maintain all rental units in compliance with all applicable state laws and regulations and local ordinances;

B. To keep and maintain the owner's rental units in good and safe condition;

C. To regularly perform all maintenance, including grass cutting, lawn mowing, weed removal, and ice and snow removal;

D. To make any and all repairs in and around the rental premises;

E. To regulate a proper and lawful use and maintenance of every premises situate in Bentleyville Borough and which he, she or it owns;

F. To regulate the conduct and activities of occupants of every unit which he, she or it owns in the Borough, when such conduct or activity takes place at the owner's rental unit or on the rental unit premises;

G. To regulate the conduct and activity of occupants, both contractually and through enforcement as more fully set forth in this Ordinance. 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 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. This section shall not 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 contained herein is intended to impose any additional civil/criminal liability upon owners other than that which is imposed by existing law. This Ordinance is not intended to, nor shall its effect be, to limit any other enforcement remedies which may be available to Bentleyville Borough against an owner, occupant or guest thereof.

H. Designation of Manager: Every owner of a residential rental unit in the Borough who is not a full-time resident of the Borough, and/or who does not live within fifteen (15) miles of the boundaries of Bentleyville Borough, shall designate a manager who shall reside in an area that is within fifteen (15) miles of Bentleyville Borough. If the owner is a corporation, a manager shall be required if an officer of the corporation does not reside within the above-referenced 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 within the above-referenced area. Said partners shall perform the same function as a manager. The manager shall be the agent of the owner for the service of process and receiving of notices and demands, as well as for performing the obligations of the owner under this Ordinance and under rental agreements with occupants. The identity, address and telephone number(s) of a person who is designated as a manager hereunder shall be provided by the owner or manager to the Borough and such information shall be kept current and updated as it changes. Any change in the identity of the person designated as a residential rental unit manager, his or her address or telephone number shall be communicated to the Borough within fifteen (15) days of any such change.

I. Disclosure: Before an occupant commences his or her tenancy, the owner or manager shall:

1. Disclose to the occupant/tenant, in writing, on or before the commencement of the tenancy the name, address and telephone number of the manager, and the name, address and telephone number of the owner;

2. Shall furnish the occupant with the most recent inspection report relating to the property.

J. Maintenance of Premises:

1. 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, grass cutting, weed pulling and/or whacking and ice and snow removal and shall promptly make any and all necessary repairs to fulfill the obligation of maintenance.

2. 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 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;

    b. The agreement does not diminish or affect the obligation of the owner to other occupants in the premises;

    c. In no case shall the existence of any agreement between owner and occupant relieve an owner of any responsibility under this Ordinance or other ordinances or codes from maintenance of the premises.

K. Rental Agreement: The following shall apply to all rental agreements entered into in the Borough:

1. All disclosures and information required to be given to occupants by the owners shall be furnished at or before the commencement of the landlord/tenant relationship. The owner shall provide occupant with copies of any rental agreement and addendum upon execution.

2. Terms and Conditions: The owner and occupant may include in the rental agreement terms and conditions not prohibited by this Ordinance or other applicable ordinance, regulations and laws, including rent, term of agreement and other provisions governing the rights and obligation of the parties.

3. Prohibited Provisions: Except as otherwise provided by this Ordinance, no rental agreement may provide that the occupant or owner agrees to waive or to forego rights or remedies under this Ordinance. A provision prohibited by this subsection, including any rental agreement, is unenforceable.

4. Provision of Summary of Ordinance to Occupant: Following the effective date of this Ordinance, a summary hereof in substantially the form set forth in Appendix A, shall be provided to the occupant at or before the commencement of the landlord/tenant relationship. If a summary has been provided at or before the commencement of the landlord/tenant relationship, 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 Ordinance, the owner shall provide the occupant with a copy of the summary within sixty (60) days after enactment of this Ordinance.

5. The owner shall secure a written acknowledgement from occupants that the occupants have received the disclosures and information required by this Ordinance.

6. Upon request by Bentleyville Borough, the owner within ten (10) days of the request shall furnish to Bentleyville Borough copies of any leases required by the Landlord-Tenant Act that the owner has entered into for residential rental units, including acknowledgment that the occupants have received the disclosures and information required by this Ordinance.

L. Registration: Every owner of a residential unit must register the unit with the Code Enforcement Officer in accordance with the following schedule:

1. For all owners of existing residential rental units, they must register the units with the Code Enforcement Officer within thirty (30) days after the effective date of this Ordinance.

2. Any individual, entity or firm which converts any structure to a residential unit or units shall register the residential rental unit or units with the Code Enforcement Officer of the Borough within thirty (30) days of the completion of the conversion of the unit or units or within thirty (30) days of the time when any rent, including the exchange of other services for the unit or units, is obtained or within thirty (30) days of the date within which a tenant or tenants occupies the unit or units, whichever time period is sooner.

3. When a residential rental unit is sold, the purchase (grantee) and/or his or her agent shall within seventy-two (72) hours of any purchase of a residential rental unit to notify the Borough by contacting either the Code Enforcement Office or the Borough Manager.

4. The owner of a residential rental unit must update the registration information on record with the Code Enforcement Officer within ten (10) days of any changes of the information set forth below.

5. All owners of any residential rental unit living outside the fifteen (15) mile limit set forth in Section 4-H must have a local manager who shall reside within fifteen (15) miles of Bentleyville Borough and who shall be available as an emergency contact person.

6. Registration information shall be provided by all owners to the Code Enforcement Officer and shall include the following:

    a. Owner name, address, telephone number;
    b. Local manager name, address, and telephone number;
    c. Property address and number of units;
    d. Maximum occupancy per unit;
    e. Emergency telephone number for rental unit;
    f. Actual number of occupants;
    g. Names and addresses of current tenants and/or all others occupying the residential units with the tenants.

7. Any owner of a residential rental unit shall notify the Borough within ten (10) days of a new tenant occupying, renting or residing in the landlord's or the owner's residential unit.

8. Notwithstanding any other provisions of this Ordinance, the names and addresses of the tenants shall not be disclosed by any Borough personnel in the event that the tenant is the subject of a court order requiring that this information be kept confidential.

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

N. Landlord-Tenant Act: The owner shall comply with all provisions of the Landlord-Tenant Act.

O. Common Areas: Where an owner of a residential rental unit 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 areas as if the owner were an occupant. The failure of the owner to regulate behavior of occupants and guests in the common areas that results in the following shall be a violation of this Ordinance:

1. Engaging in fighting, threatening or other violent or tumultuous behavior;
2. Making unreasonable noise; or
3. Creating a hazardous or physically offensive condition by any act which serves no legitimate purpose of the actor.

P. Enforcement: The following provisions shall govern enforcement:

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

2. Within twenty (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 reoccurs.

3. 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 Ordinance.

4. In the event that a second violation occurs within a license year involving the same occupant or occupants, the Code Enforcement Officer may direct the owner to initiate eviction proceedings against the occupants who violated this Ordinance in accordance with the Landlord-Tenant Act and to not permit the occupant to occupy the premises during the subsequent licensing period. All tenants who have been evicted if asked shall advise their new landlord that they have been evicted from a residence for violating the terms and conditions of this Ordinance. This duty of disclosure shall apply to all tenants who seek to rent residential rentals units within Bentleyville Borough.

Q. Code Violations: Upon receiving notice of any code violations 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.

R. Borough Can Make Repairs: In the event 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 in effect in the Borough within the period of time stated in such notice, the Borough may cause the violation to be corrected and/or abated by using Borough personnel and/or individuals contracted with by the Borough to correct, cure and/or abate such violations. In such circumstance, there shall be imposed upon the owner a charge of all costs involved for each time the Borough shall cause a violation to be corrected, abated and/or cured 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 judgment and enforced and collected as provided by law, together with interest at the legal rate and court costs. The remedies provided by this subsection are not exclusive and the Borough and its Code Enforcement Officer may invoke such other remedies available under this Ordinance or the applicable codes, ordinance or statutes, including, where appropriate, condemnations proceedings or declarations of premises as unfit for habitation; or suspension, revocation or non-renewal of the license issued hereunder and/or other provisions aimed at citing owners who fail to comply with this Ordinance.

S. Inspections: The owner shall permit inspections of any premises by the Code Enforcement Officer at reasonable times upon the providing of 10 the Code enforcement officers a 10 day reasonable notice. Inspections may also be performed by the Code Enforcement Officer's designee. The inspections shall be completed as follows:

1. The Code Enforcement Officer shall inspect all units once a year and record the inspection on a written Inspection Report. The Inspection Report shall be signed and dated by the owner of the residential rental unit or his or her manager and shall in addition be signed by all the tenants named on the lease at the time of the inspection. Inspections may be made by the Code Office at any time within the said year.

2. The reports of inspections shall be kept on file in the Code Enforcement office and shall be available upon request.

T. Smoke Alarms: All owners of residential rental units in the Borough shall be required within five (5) days of the passage of this Ordinance to install smoke alarms, regardless of the occupant at the following locations:

1. On the ceiling or wall outside each separate sleeping area in the immediate vicinity of the bedroom;

2. In each room used for sleeping purposes;

3. In each story within a dwelling unit, including basements and cellars, but not including crawl spaces and uninhabitable attics.

U. Noncompliance: In the event of noncompliance, the following provisions shall apply:

1. Any parcel of real estate containing a residential rental unit which has been found to be in noncompliance with this Ordinance shall be subject to re-inspection by the Code Enforcement Officer. The Code Enforcement Officer shall contact the owner and/or the manager to set up an inspection date and time. Such inspection date and time shall occur within fifteen (15) days of the date of the Code Enforcement Officer's request and/or sooner if agreed upon by the parties. Additionally, in circumstances where a residential rental unit has been found to be noncompliant and it has become vacant, such unit shall be subject to inspection upon request by the Code Enforcement Office within fifteen (15) days of the date that the unit has become vacant.

2. In the event of a violation, a residential rental unit cannot be occupied unless and until the unit is approved as meeting the criteria of this Ordinance, including an inspection by the Code Enforcement Officer as set forth in subparagraph A above and any other applicable codes of Bentleyville Borough as determined by the Enforcement Officer.

3. (a) If, after inspection of one (1) or more of the residential rental units as set forth above, the Code Enforcement Officer determines that there are violations of any of the codes of the Borough, the Code Enforcement Officer shall provide a Notice of Violation which shall, at minimum, set forth the following:

(i) Street address of the property;
(ii) Date of the inspection;
(iii) Name of the inspector;
(iv) List of violations.

(b) Within ten (10) days after a receipt of notice from the Borough's Code Enforcement Officer that there has been a violation of this section or any

applicable ordinances, the owner shall take immediate steps to remedy the violation and take steps to assure that there will not be a reoccurrence of the violation.

(c) Within twenty (20) days after receipt of a notice of violation the owner of a residential rental unit 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 reoccurs.

(d) 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, on his or her own initiative shall enforce the plan, and failure to do so shall be a violation of this Ordinance of Bentleyville Borough.

(e) In the event that a second violation occurs within a 12-month period, involving the same occupant or occupants, the Code Enforcement Officer may direct the owner to evict the occupant or occupants who have violated the Ordinance of Bentleyville Borough and to not permit the occupants to occupy the premises during any subsequent period.

4. If, after a violation as set forth above, a parcel or real estate containing residential rental units has no violations of applicable codes of Bentleyville Borough for a period of two (2) years, said property shall then be deemed to be back in compliance with the terms and conditions of this Ordinance and shall not then be subject to the inspections set forth in this section until there are other violations.

5. If a parcel or real estate is noncompliant with the terms and conditions of this Ordinance or other ordinances of the Borough and the parcel is sold, then the parcel of real estate shall remain noncompliant until the sooner of the following events:

(a) The original two-year period with no violations passes with no further violations; or

(b) If ten (10) months passes after purchase by the new owner with no violations or any ordinances of Bentleyville Borough.

6. All owners of any real estate containing or upon which are erected any residential rental unit which are in noncompliance with the Ordinance and who desire to sell the parcel of real estate shall notify the purchasers, in writing, prior to the sale of the parcel of real estate that the parcel of real estate is in noncompliance with the terms and conditions of this Ordinance. Further, any property and/or selling of parcel and real estate upon which is erected a residential

rental unit or units which are found to be in noncompliance under the terms and conditions of this Ordinance shall notify the Code Enforcement Officer, in writing, within thirty (30) days prior to closing on the sale of said parcel of real estate.

7. All owners of any parcels of real estate containing residential rental units shall permit access to the property so that the Code Enforcement Officer of Bentleyville Borough shall be able to complete all inspections necessary to determine compliance with this Ordinance and any other applicable ordinances of Bentleyville Borough. Refusal to allow entry to the residential rental unit by the Code Enforcement Officer for the purposes of inspection shall be considered a violation of the Ordinance.

8. For the purposed of enforcing this Ordinance, the Code Enforcement Officer may seek to obtain a search warrant issued by a competent authority for the purpose of compelling an inspection or otherwise enforcing the terms and conditions of this Ordinance.

9. The Code Enforcement Officer may reinspect any property subject to a notice of violation upon expiration of the time to accomplish repairs or upon notice from the owner that the violations have been rectified.

10. The owner of any property containing or upon which is erected a residential rental unit shall pay a $25.00 fee for each and every re-inspection to cover the cost of the re-inspection each time a re-inspection is required under the terms of this Ordinance or each time a re-inspection is requested by the Code Enforcement Officer to determine compliance with this Ordinance or any other applicable ordinances of the Borough. The fee set forth herein may be increased or decreased by a resolution of Bentleyville Borough Council.

V. Documentation: The owner shall maintain at the licensed rental unit and provide upon demand the following:

1. The current license and current inspection report issued by the Code Enforcement Officer of the Borough.

2. The addendum to the license application required by this Ordinance showing the names of the authorized occupants of the residential rental unit;

3. The total number of persons who may occupy the residential unit or units and any common areas located within the residential rental unit;

4. A notice of ordinances and statutes applicable to the occupants of the rental unit on a placard provided by the Borough;

5. The notices required by this section shall be maintained in such a way so as to minimize tampering and removal.

Section Five: Occupant Duties:

The following provisions shall constitute duties of any occupant of residential rental units within the Borough:

A. General: The occupant shall comply with all obligations imposed upon occupants by this Ordinance, all applicable codes and ordinances of the Bentleyville Borough and all applicable provisions of state law.

B. Maximum Occupancy: The maximum number of persons permitted in any rental unit at any time shall not exceed one person per each forty (40) square feet of habitable floor space in said rental unit.

C. Garbage: An occupant shall deposit all rubbish, garbage and other waste from his or her rental unit into containers provided by the owner or landlord in a clean and safe manner and shall separate and place for collection all recyclable materials, if required, in compliance with all ordinances of Bentleyville Borough and all other applicable laws and regulations.

D. 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 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 an adjacent or nearby dwelling by the person occupying the same.

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

F. Illegal Activities: The occupant shall not engage in, nor tolerate, nor permit others on the premises engage in, any conduct declared illegal under 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*).

G. Disruptive Conduct: The occupant shall not engage in, nor tolerate, nor permit others on the premises to engage in, disruptive conduct or other violations of this Ordinance. **It shall be a violation of this Ordinance for any occupant or any other persons to engage in disruptive conduct as defined by this Ordinance**. 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 perpetrator(s) of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct requested on the presented form. Where the police make such investigation, said 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 three working days of the occurrence of the alleged disruptive conduct, whether the person making the investigation on behalf of the Borough is the Code Enforcement Officer or a police officer.

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

I. Damage to Premises: The occupant shall not intentionally cause, nor permit or tolerate others to cause, damage to the premises. Conduct which results in damages in excess of $500.00 shall be considered a violation of this Ordinance.

J. Inspection to Premises: The occupant shall permit inspections by the Code Enforcement Officer of the premises at reasonable times, upon reasonable notice.

K. Removal or Defacement of Notice: It shall be violation of this Ordinance for any person to remove or deface any notice or document required to be posted within a residential rental unit and it shall be unlawful for any person to occupy the rental unit unless all notices and documents are posted as required.

L. Tenant Registration: The following provision shall govern tenant registration within Bentleyville Borough:

1. All tenants who are renting a residential rental unit or residential rental units in Bentleyville Borough shall within sixty (60) days of the passage of this Ordinance go to the Code Enforcement Officer at the Bentleyville Borough Building located at 900 Main Street, Bentleyville, PA 15314, with two (2) forms of identification which shall include a state-issued driver's license or photo identification card and one (1) of the other following forms of identification:

    a. Passport; or
    b. Birth Certificate; or
    c. Social Security card; or
    d. Other governmental-issued identification.

2. The Borough shall not retain a record of the tenant's social security number, if any, driver's license or photo identification number, date of birth, passport number or country of issuance or similar confidential information, but shall review these documents solely to verify identity.

3. The Borough Code Enforcement Officer shall record the name of the tenant, the landlord's name, the date of registration, the address of the leased premises and the type of identifying information presented (e.g., passport, and/or birth certificate) and shall have the tenant attest in writing that the information provided is true and correct subject to the penalties provided for unsworn falsification to authorities under Title 18 of the Pennsylvania Consolidated Statutes.

4. If a tenant is unable to present this information in person on account of a disability or infirmity, the Code Enforcement Officer shall provide alternative means to provide this information in order to reasonably accommodate the tenant.

5. Each time a tenant enters into a new lease, he or she shall register with Bentleyville Borough within ten (10) days of entering into the landlord-tenant relationship and/or occupying the premises, whichever occurs first, and provide the information referenced above.

Section Six: Licenses and Inspections

The following provisions shall apply to all licenses and inspection to the Bentleyville Borough:

A. License Requirement: As a prerequisite to entering into a rental agreement of permitting the occupancy of any rental unit (except as provided herein) the owner of every such rental unit shall be required to apply for and obtain license for each rental unit. A license shall be required for all residential rental units. The following categories of rental properties shall not require licenses, and shall not, therefore, be subject to the permanent provision of this Ordinance:

   1. Hospitals;
   2. Nursing homes;
   3. Personal care homes;
   4. Properties owned by churches and/or religious organizations which serve as offices and/or residences for clergy.

   The application for the license shall be in a form as determined by the Borough. The owner shall maintain a current and accurate list of occupants in each rental unit which shall include the name and current telephone number and which shall be available to the Borough for inspection upon reasonable notice. The owner shall notify the Borough of changes in the occupancy or of contract information within ten (10) days of the change.

   The Owner shall furnish with his or her application for a license a floor plan, drawn to scale, with measurements of each room within the residential rental unit. The owner shall submit the scale drawing only with the first application submitted after the enactment of this Ordinance. In the event that there are changes to the floor plan, the owner shall

submit a revised floor plan with the application first submitted after the changes to the floor plan were made. The Borough may share this floor plan with all other Borough departments and agencies, including the local volunteer fire department.

In the event that a license is denied by the Code Enforcement Officer, the owner shall have the right to appeal to the Borough Council within thirty (30) days of the mailing of the notice of denial of the application. The hearing before the Borough Council shall be governed by the Local Agency Law.

B. Annual License Term, Fee and Occupancy Limit: The following provisions shall apply to the annual license term, fee and occupancy limits:

1. Each license shall have an annual term running through January 1 of a particular year through December 31 of that next year.

2. Upon application for a license prior to an issuance or renewal thereof, each owner/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 Council of the Bentleyville Borough. The initial fee for a license shall be $50.00 for each premise. The initial fee for inspection shall be $10.00 per residential rental unit. The fee due during calendar year 2016 shall be paid on or before June 30, 2016. In each succeeding year the fee shall be paid on or before the 15th day of January.

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

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

C. Search Warrant: Upon a showing of probable cause that a violation of this Ordinance or any other Ordinance of Bentleyville Borough has occurred, the Code Enforcement Officer may apply to the Magisterial District Judge having jurisdiction in Bentleyville Borough for a search warrant to enter and inspect the premises.

Section Seven: Grounds for Non-renewal, Suspension or Revocation of License

The following provisions shall apply to the non-renewal, suspension or the revocation of a residential rental unit license:

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

B. Definitions of Options: The following options shall apply:

1. Formal Warning: A formal written notification of at least one (1) violation of this Ordinance may be handled by the use of a formal warning. Upon satisfactory compliance with this Ordinance in any conditions imposed by the Code Enforcement Officer and/or Bentleyville Borough, the formal warning shall be removed when the owner applies for license renewal at a time set by the Code Enforcement Officer and the reason for the warning no longer exists.

2. Non-renewal: Non-renewal is the denial of the privilege to apply for license renewal after the 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 the Council of Bentleyville Borough. Any real estate rental unit for which a license has not been renewed shall be required to undergo an inspection as provided for in this Ordinance.

3. Suspension: The immediate loss of the privilege to rent residential rental units for a period of time set by the Code Enforcement Officer and/or the 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.

4. Revocation: The immediate loss of the privilege to rent residential 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 the loss of the privilege to rent, the owner shall take immediate steps to evict the occupants.

C. Criteria for Applying Discipline: The Code Enforcement Officer, when recommending discipline, and the Borough Council, when applying discipline, shall consider the following:

1. The effect of the violation on the health, safety and welfare of the occupants of the residential rental unit and other residents of the premises.

2. The effect of the violation on the neighborhood.

3. Whether the owner has prior violations of this Ordinance and other ordinances of the Borough or has received notices of violations as provided for in this Ordinance.

4. Whether the owner has prior violations of the ordinances in other municipalities, including those within and without the Commonwealth of Pennsylvania.

5. Whether the owner has been subject to disciplinary proceedings under this Ordinance.

6. Whether the owner has been to proceedings under prior ordinances.

7. The effect of disciplinary action on the occupants.

8. The action taken by the owner to remedy the violation and to prevent future violations, including any written plan submitted by the owner.

9. The policies and lease language employed by the owner to manage the rental unit to enable the owner to comply with the provisions of this Ordinance.

10. In addition to applying discipline as set forth above, the Code Enforcement Officer may recommend and the Borough Council may impose upon the existing or subsequent licenses reasonable conditions related to fulfilling the purposes of this Ordinance.

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

1. Failure to abate a violation of Borough codes and ordinances that apply to the premises within the time directed by the Code Enforcement Officer.

2. Refusal to permit the inspection of the premises by the Code Enforcement Officer as required by this Ordinance.

3. Failure to take steps to remedy and prevent violations of this Ordinance by occupants of residential rental units as required by this Ordinance.

4. Failure to file and implement an approved plan to remedy and prevent violations of this Ordinance by occupants of the rental unit as required by this Ordinance.

5. Failure to evict occupants after having been directed to do so by the Code Enforcement Officer of the Borough as provided for in this Ordinance.

6. Three (3) violations of this Ordinance or other ordinances of the Borough that apply to the premises within a license term. For purposes of this Ordinance, there need be no criminal conviction before a violation can be found to exist. Before a violation may be aggregated under this section the Code Enforcement Officer must have sent the owner written notice of each violation to the Owner or designated manager and must have provided written notice of the intention to aggregate the violations together for the purpose of imposing discipline under this section.

E. Procedure for Non-renewal, Suspension or Revocation of License: The following provisions apply to the procedure that must be observed in issuing a non-renewal, suspension and/or revocation of a residential rental unit license:

1. Notification: Following a determination of 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 therefor. Such notification shall be in writing, addressed to the owner in question and shall contain the following information:

   a. The address of the premises in question and the identification of the particular residential rental unit affected.

   b. A description of the violation which has been found to exist.

   c. A statement that the license for said residential rental unit shall be either suspended or revoked, or will not be renewed for the next license year beginning January of that year, or that the owner will receive a formal warning. In the case of a suspension or revocation, the notice shall state the date upon which such suspension or revocation will commence and in the case of a suspension, shall also state the duration of said suspension.

   d. A statement that, due to the non-renewal, suspension or revocation (as the case may be), the owner or any person acting on his, her or its behalf is prohibited from renting, leasing or permitting occupancy of the dwelling unit(s) from and during the period said action is in effect.

   e. A statement informing the owner that he, she or it has a right to appeal the decision suspending, revoking or declining to renew the license to Borough Council, by submitting in writing to the Borough Secretary and/or the Borough Manager, within thirty (30) days from the date printed on notice, a detailed statement of the appeal, including the grounds therefor, and the reasons alleged as to why the determination of the Code Enforcement Officer is incorrect or should be overturned, and a statement of relief requested by the appellant. Such notice of appeal shall be required to be submitted on a form to be prescribed therefor by Borough Council, and signed by the appellant. There is hereby imposed a fee for filing of such appeals, the amount of which shall be determine and established, from time to time, by resolution of the Borough Council. The initial fee for the filing of such appeal shall be $100.00. In the event that the appeal is sustained, the fee shall be refunded to the owner.

   f. Upon receipt of such an appeal in proper form, accompanied with the requisite filing fee, the Borough Secretary and/or Borough Manager shall schedule a hearing to be held at the time and date of the next regularly

scheduled Borough Council meeting not less than ten (10) days from the date on which the appeal is filed.

g. The appellant, the Code Enforcement Officer and the owners of the properties within a radius of three hundred (300) feet from the premises for which the license is at issue shall receive written notice of the hearing on the appeal.

h. 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. §§751, et seq. The appellant and all other parties having an interest may be heard. Based on the facts and argument 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 is taken. Such decision shall be rendered at a public meeting, either immediately following the hearing or within thirty (30) days thereafter. The decision shall be reduce to writing stating clearly the factual and legal basis for the decision, within forty-five (45) days after the hearing. If the Council of the Bentleyville Borough deems it necessary or desirable, it may continue the hearing to a subsequent time and date not later than thirty (30) days from 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).

2. Delivery of Notification

a. All notices shall be sent to the owner and 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.

b. 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 addresses stated on the most current license application for the premises in question, by regular first-class mail, postage prepaid. If such notice is not returned by the postal authorities within five (5) days of its deposit in the U.S. 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 above shall thereupon be calculated from said fifth day.

F. Nonexclusive Remedies: The penalty provisions of this Section and the license non-renewal, suspension and revocation procedures provided in this Ordinance 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 Ordinance. Under no circumstance shall the remedies in this Ordinance preclude the Borough from citing individuals, including owners and/or occupants, for violations of this Ordinance as is contemplated by 53 P.S. §48301, et seq. The remedies and procedures provided in this Ordinance 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 Ordinance and whether or not an on-going violation of such other code or ordinance is cited as the underlying ground for a finding of a violation of this Ordinance.

Section Eight: Enforcement, Violations and Penalties

The following provisions apply to the enforcement, violations and penalties of this Ordinance.

A. This Section shall be enforced by the Code Enforcement Officer of Bentleyville Borough, all police officers and any other persons designated by the Council of Bentleyville Borough.

B. Basis for Violation: It shall be unlawful:

1. For any person, as either owner or manager of a residential rental unit for which a license is required, to operate without a valid, current license issued by the Borough authorizing such operation.

2. For any person, either owner or manager to allow the number of occupants of residential units to exceed the natural limit as set forth in the license.

3. To violate any other provisions of this Ordinance, including, but not limited to this Section.

4. For any occupant to violate any portion of this Section and/or Ordinance.

C. Penalties: The following penalties shall apply to this Ordinance:

1. Any landlord or owner of a residential unit which violates any provision of this Ordinance together with all subsections hereunder shall upon conviction thereof be sentenced to pay a fine of no more than $500.00 for each and every offense. Each day of a violation of this Ordinance shall constitute a separate offense which may be subjected to an additional maximum fine.

2. Any occupant of a residential rental unit who violates any provisions of this Ordinance and any of its subsections shall upon conviction thereof in a summary proceeding be sentenced to pay a fine of not more than $500.00 for each and every offense. Each day of said violation shall constitute a separate offense for which a separate fine may be imposed.

D. Fines: All fines imposed through this Ordinance shall be collected as allowable by law.

E. Separate Violation: Each day during which any owner of a residential rental unit violates any provision of this Ordinance shall constitute a separate offense.

F. Choice of Remedy: This Section and the forgoing penalties shall not be construed to limit or deny the right of Bentleyville Borough or its agents or representatives to such equitable other remedies as may otherwise be available with or without process of law.

G. Attorney's Fees: In addition to the fines set forth herein, Bentleyville Borough shall be entitled to reasonable attorney's fees incurred in enforcing this Ordinance. Said fees shall be added to any penalties set forth above.

H. Owner's Duties: The owner of all residential rental units in Bentleyville Borough shall have the responsibility of making sure that all occupants within their rental units comply with and abide by this Ordinance.

Section Nine: Miscellaneous Provisions

The following miscellaneous provisions shall govern this Ordinance:

A. Notices: For the purposes of this Ordinance, any notice required hereunder to be given to a manager shall be deemed as notice given to the owner. There shall be rebuttable presumption that any notice required to be given to the owner under this Ordinance shall have been received by such owner if the notice was given to the owner in the manner provided by this Ordinance. The plain 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 Ordinance.

B. Changes in Ownership Occupancy: It shall be the duty of each owner of a residential rental unit to notify the Code Enforcement Officer, in writing, of any change in ownership of the premises or of the number of residential premises or of the number of residential 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 rental unit or of the changing of a rental unit from owner-occupied to non-owner-occupied, which thereby transforms the dwelling into a residential rental unit for the purposes of this Ordinance.

C. Owners Severally Responsible: If any rental unit is owned by more than one (1) 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 Ordinance and shall be severally subject to prosecution for the violation of this Ordinance.

D. Confidentially: All registration and contact information shall be maintained in a confidential manner by the Code Enforcement Officer and shall only be utilized for the purposes of enforcement of this Ordinance by the Code Enforcement Officer and by the Borough Manager and/or for other lawful Borough purposes.

E. Separability and Savings: If any section or provision of this Ordinance is adjudged by a court of competent jurisdiction to be unlawful, void or unenforceable, all the remaining sections and provisions of this Ordinance shall remain in full force and effect.

F. Effective Date: This Ordinance shall become effective on July 5, 2016.

ORDAINED AND ENACTED into law by the Council of Bentleyville Borough in lawful session assembled this 5 day of July, 2016.

Kimberly Sacco, Secretary

By: Stan Glowaski
Stan Glowaski, President

EXAMINED AND APPROVED by me this 6 day of July, 2016.

By:
Thomas Brown, Mayor