

ORDINANCE NO. - 2015

BOROUGH OF WEST CHESTER

CHESTER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF WEST CHESTER, CHESTER COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE BOROUGH OF WEST CHESTER, SPECIFICALLY CHAPTER 66 TITLED, "HOUSING AND PROPERTY MAINTENANCE", SECTION 66-2.Q WHICH ADOPTED A NEW CHAPTER 10 TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2009 EDITION, TO REGULATE RENTAL DWELLING UNITS AND ROOMING UNITS AND TO REQUIRE A RENTAL LICENSE FOR RENTAL OF RESIDENTIAL DWELLING UNITS AND ROOMING UNITS.

BE IT ENACTED AND ORDAINED, and it is hereby enacted by authority of the Council of the Borough of West Chester, as follows:

SECTION 1. Chapter 66 of the Borough of West Chester Code, titled, "Housing and Property Maintenance", Section 66-2.Q which adopted a new Chapter 10 to the International Property Maintenance Code, 2009 Edition, titled, "Rental License" shall be repealed and replaced in its entirety with a new Chapter 10, titled, "Rental Licenses" which shall provide as follows:

"CHAPTER 10- RENTAL LICENSES

Section 1000.1. Purpose/Legislative Findings.

A. It is the purpose of this Ordinance and the policy of the Council of the Borough of West Chester, 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 dwelling units in the Borough of West Chester and to encourage owners and occupants to maintain and improve the quality of rental housing within the Borough. It is also the policy of the Borough of West Chester that owners, responsible local agents and occupants share responsibilities to obey the laws, statutes, codes and ordinances which are adopted to protect and promote public health, safety and welfare. As a means to those ends, this Ordinance provides for a system of inspections, issuance and renewal of rental licenses and imposes penalties for violations. This Ordinance shall be liberally construed and applied to promote its purpose and policies.

B. In considering the adoption of this Ordinance, the Borough of West Chester makes the following findings:

- (1) There are approximately 4,267 rental residential dwelling units and approximately 850 rooming units in the Borough. Because the occupants of these rental units have no ownership interest in the property, they have allowed the properties to deteriorate.
- (2) In many cases, the owners of the properties live long distances from the Borough of West Chester. As a result, property maintenance of many rental units in the Borough of West Chester has been somewhat lax.
- (3) In addition, problems have occurred because many tenants have not been concerned about following the Codes of the Borough of West Chester, including Codes which govern maintenance and safety of the property. This, in turn, has caused problems for other home owners who own property near the rental units.
- (4) There is a greater incidence of violation of various Codes of the Borough of West Chester in residential rental properties where owners rent properties to tenants.
- (5) The Borough has experienced public nuisances from the tenants of rental dwelling units, such as excessive noise; accumulation of trash and litter; public lewdness; and a decline in the aesthetics of residential dwellings due to lack of proper maintenance and upkeep in the dwellings wherein tenants reside.
- (6) There is a greater occurrence of problems with maintenance and up-keep of residential rental dwelling units and rooming units where owners rent such units than at owner occupied residential properties.
- (7) There is a greater demand for police services in areas where there is a high concentration of student rental dwelling units.
- (8) The Police incur costs in responding to calls concerning complaints of public nuisances which occur at residential rental dwelling units and rooming units.

Section 1000.2 Definitions. As used in this Chapter 10, the following terms have the meanings indicated below:

BOROUGH – The Borough of West Chester, Chester County, Pennsylvania.

CODE(S) – any code or ordinance adopted, enacted and/or in effect in and for the Borough of West Chester concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any

premises or residential rental unit or rooming unit. Such ordinances shall include the following:

Chapter 37- Animals
Chapter 41- Brush, Grass and Weeds
Chapter 43- Building Code
Chapter 44- Existing Building Code
Chapter 45- Residential Building Code
Chapter 57- Fire Prevention Code
Chapter 59- Electrical Code
Chapter 62- Garbage, Rubbish and Refuse
Chapter 66- Property Maintenance
Chapter 73- Noise
Chapter 84 -Public Nuisance
Chapter 95- Streets and Sidewalks
Chapter 112- Zoning

CODE OFFICIAL – The executive official in charge of the Department of Building, Housing and Codes Enforcement and the executive official's designees.

COUNCIL- The Borough Council of West Chester, Chester County, Pennsylvania.

DISRUPTIVE CONDUCT – any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a residential rental dwelling unit or rooming unit that is so loud, untimely (as to the 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 the police and/or Code Official 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 Official 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 to be completed by the Code Official or police, as the case may be, who actually investigate an alleged incident of disruptive conduct and which shall be maintained by the Code Official.

DWELLING UNIT- One or more rooms in a building, designed for occupancy by one family for living purposes and having its own permanently installed cooking and sanitary facilities, with no enclosed space (other than vestibules, entrances or other hallways or porches) in common with any other dwelling unit.

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 the same may be amended from time to time.

LOCAL RESPONSIBLE AGENT- an adult individual designated by the owner of a residential rental dwelling unit or rooming unit who is responsible for providing the Code Official with access to the dwelling unit or rooming unit for the purpose of making inspections necessary to ensure compliance with Chapter 66 of the Code. A responsible local agent is required to either reside on the premises in which the dwelling unit or rooming unit is located or reside within a radius of five miles of the Borough of West Chester. An owner may designate himself or herself as a responsible agent if he or she either resides on the premises in which the dwelling unit or rooming unit is located or resides within a radius of five miles of the Borough of West Chester.

OCCUPANT – an individual who resides in a residential rental dwelling unit or rooming 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 of 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 RESIDENTIAL RENTAL DWELLING UNIT – a residential rental dwelling unit in which the owner resides on a regular, permanent basis.

PERSON – Any individual, association, trust, partnership or corporation, including any members, directors, officers, employees, partners or principals thereof. Whenever used in any clause prescribing and imposing a penalty, "person" includes the members, trustees, partners, directors, officers, managers and supervisors, or any of them, of partnerships, associations, corporations or other forms of entity.

PREMISES – any parcel of real property in the Borough, including the land and all buildings and appurtenant structures or appurtenant elements, on which one or more residential rental dwelling units or rooming units are located.

PUBLIC SAFETY/QUALITY OF LIFE COMMITTEE- the duly appointed Committee of Borough Council who shall serve as the Board of Appeals to hear and decide appeals which are filed pursuant to this Ordinance.

RENTAL AGREEMENT OR LEASE- a written agreement between an owner/landlord and occupant/tenant supplemented by the addendum required under Section 1000.3.E, embodying the terms and conditions concerning use and occupancy of a specified residential rental dwelling unit or rooming unit.

RENTAL LICENSE – the license issued to the owner of a residential rental dwelling unit or rooming unit under this Ordinance, which is required for the lawful rental and occupancy of the same.

RENTS, LEASES OR LETS - The oral or written agreement or permission by an owner of a residential rental dwelling unit or rooming unit for the use and occupancy of a residential rental dwelling unit or rooming unit in consideration of the payment of rent, the sharing of expenses or other consideration of any nature.

RESIDENTIAL RENTAL DWELLING UNIT – any dwelling unit within the Borough which is occupied by someone other than the owner of the property as determined by the most current deed and for which the owner of the said property received any value, including, but not limited to money, or the exchange of services.

REVOKE- the loss of the privilege to rent a residential rental dwelling unit or rooming unit for a period of time set by the Code Official and the loss of the privilege to apply for the renewal of the rental license at the expiration of that time period.

ROOMING UNIT - A dwelling providing lodging with or without meals, but including common cooking and sanitary facilities.

SUSPEND- the loss of the privilege to rent a residential rental dwelling unit or rooming unit for a period of time set by the Code Official. After the expiration of the suspension time period, the owner may apply for the renewal of the rental license.

TENANT – an individual who resides in a residential rental dwelling unit or rooming 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 (same as “Occupant”).

Section 1000.3. Owner's Duties.

A. General. It shall be the duty of every owner of a residential rental dwelling unit and rooming unit to keep and maintain such dwelling units and rooming units in compliance with all applicable Commonwealth laws and regulations and Codes and to keep the premises in good and safe condition. The owner/landlord shall be responsible for regularly performing all maintenance, including lawn mowing and ice and snow removal, and for making any and all repairs in and around the premises. As provided for in this Ordinance, every owner/landlord shall make every reasonable effort to regulate the proper and lawful use and maintenance of every residential rental dwelling unit and rooming unit which he, she or it owns. As provided for in this Ordinance, every owner shall also be responsible for regulating the conduct and activities of the occupants of every residential rental dwelling unit and rooming unit which he, she or it owns in the Borough, which conduct or activity takes place at such residential rental dwelling unit or rooming unit. In order to achieve those ends, every owner of a residential rental dwelling unit and rooming 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 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. 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 herein is intended to impose any additional civil or criminal liability upon owner 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 the Borough against an owner, occupant or guest thereof.

B. Designation of Local Responsible Agent. Any owner who rents, leases or lets a residential rental dwelling unit or a rooming unit shall designate and appoint an adult individual to serve as the responsible local agent for such dwelling unit or rooming unit. The responsible local agent shall be responsible for providing the Code Official with access to the dwelling unit or the rooming unit for the purpose of making inspections necessary to ensure compliance with the Borough Code, including Chapter 66 of the Code, titled "Housing and Property Maintenance." A responsible local agent is required to either reside on the premises in which the dwelling unit or rooming unit is located or reside within a radius of five miles of the Borough of West Chester. An owner may designate himself or herself as a responsible agent if he or she either resides on the premises in which the dwelling unit or rooming unit is located or resides within a radius of five miles of the Borough of West Chester. The local responsible agent 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 Ordinance and under rental agreements with the occupants. The identity, address and telephone number(s) of a person who is designated as local responsible agent hereunder shall be provided

by the owner to the Borough and such information shall be kept current and updated as it changes.

C. Disclosure. The owner or responsible local agent shall disclose to all occupants in writing on or before the commencement of the rental agreement:

- (1) the name, address and telephone number of the responsible local agent, if applicable;
- (2) the name, address and telephone number of the owner of the premises.

D. Maintenance of Premises. 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. The owner and occupant may agree that the occupant is to perform the routine maintenance of the premises, including lawn mowing and ice and snow removal. In such a 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 if: (i) 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 (ii) the agreement does not diminish or affect the obligation of the owner to other occupants in the premises. 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 for maintenance of the premises.

E. Rental Agreement. All disclosures and information required to be given to occupants by the owner shall be furnished at or before the commencement of the rental agreement. The owner shall provide all occupants with copies of any rental agreement and addendum upon execution.

- (1) Terms and Conditions. Owner and occupant may include in a rental agreement terms and conditions not prohibited by this Ordinance or other applicable ordinances, regulations and laws, including rent, term of the agreement and other provisions governing the right and obligations of the parties.
- (2) The Rental Agreement shall specify that the occupants may not engage in disruptive conduct as defined in this Ordinance or any action which constitutes a violation of the Codes and that it shall be a breach of the Rental Agreement if the occupants engage in such disruptive conduct or violations and that the landlord may exercise the right to terminate the Rental Agreement and evict the occupants if such disruptive conduct or violations occur.

- (3) Right of Inspection. The Rental Agreement shall specify that the Borough has the right to periodically inspect the residential rental dwelling unit or rooming unit for purposes of issuing a rental license pursuant to this Ordinance. The Rental Agreement shall be signed by all tenants who shall consent to routine inspections of the dwelling unit or rooming unit required by this chapter.
- (4) Prohibited Provisions. Except as otherwise provided by this Ordinance, no Rental Agreement may provide that the occupant or owner agrees to waive or forego rights or remedies under this Ordinance. A provision prohibited by this subsection included in a rental agreement is unenforceable.
- (5) Provision of Summary Ordinance to Occupant. Following the effective date of this Ordinance, a summary of the tenant's obligations pursuant to this Ordinance, in substantially the form set forth in Appendix A, shall be provided to the occupant at or before commencement of the Rental Agreement. If a summary has been provided at or before commencement of the Rental Agreement, 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 occupants with a copy of the summary within sixty (60) days after the effective date of this Ordinance.
- (6) The owner shall secure a written acknowledgement from occupants that the occupants have received the disclosures and information required by this Ordinance.

F. Complaints. The owner shall promptly reply to reasonable complaints and inquires from occupants.

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

H. Inspections. The Code Official shall perform routine inspections on all residential rental dwelling units and rooming units subject to the provisions of this Ordinance and Chapter 66 of the Code of the Borough of West Chester to determine compliance with all applicable terms of the Code. The frequency of such routine inspections shall be determined in accordance with a schedule adopted by the Department of Building, Housing and Codes Enforcement. The owner shall include in the Rental Agreement the Borough's right to make such inspections upon reasonable notice to the owner and the owner shall notify the tenants prior to the scheduled inspection(s). If necessary, the Code Official 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 the Code. Any premises which has

been found to be in noncompliance with the Code shall be subject to reinspection by the Code Official.

Section 1000.4. Occupant Duties.

A. General. All occupants of residential rental dwelling units and rooming units shall comply with all obligations imposed upon occupants by this Ordinance, all applicable Codes and ordinances of the Borough and all applicable provisions of Commonwealth law.

B. Health and Safety Regulations. The maximum number of persons permitted in any residential rental dwelling unit or rooming unit at any time shall not exceed the number permitted by the Zoning Ordinance and Building Code. The occupant shall deposit all rubbish, garbage and other waste from his or her residential rental dwelling unit into containers provided by the owner in a clean and safe manner and shall separate and place for collection all recyclable materials, in compliance with Chapter 62 of the Borough Code and all other applicable Ordinances, laws and regulations.

C. Peaceful Enjoyment. The occupant shall conduct himself or herself and require other person(s) including, but not limited to, guests on the premises and within his or her residential rental dwelling unit or rooming unit with his or her express or implied 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 person(s) occupying same.

D. 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.*).

E. Disruptive Conduct. The occupant shall not engage in, nor tolerate, nor permit others on the premises to engage in disruptive conduct. When the Code Official or police 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 prescribed form. Where the police make such investigation, said police officer shall then submit the completed Disruptive Conduct Report to the Code Official. In all cases, the Code Official shall mail a copy of the Disruptive Conduct Report to the owner or responsible local agent within three (3) business days of receiving the report.

F. Compliance with Rental Agreement. The occupant shall comply with all lawful provisions of the Rental Agreement entered into between owner and occupant, including the addendum to Rental Agreement which is required pursuant to Section 1000.3.E(5) of the Ordinance. Failure to comply may result in the eviction of the occupant by the owner in accordance with the Rental Agreement and Landlord Tenant Act.

G. Damage to Premises. The occupant shall not intentionally cause, nor permit or tolerate others to cause, damage to the premises.

H. Inspection of Premises. The occupant shall permit inspections by the Code Official of the premises at reasonable times and upon reasonable notice to the owner as provided in the Rental Agreement and this Ordinance.

Section 1000.5. Licenses and Inspections.

A. License Required. No person shall rent, lease or let a residential rental dwelling unit or rooming unit unless such person holds a valid rental license for such unit issued by the Code Official.

B. Rental license fees. Every person applying for and obtaining a rental license for a residential rental dwelling unit or rooming unit shall pay a yearly rental license fee which shall be established by Borough Council by resolution from time to time.

C. Application for rental license; registration of rental dwelling units and rooming units; form and content. Application for and registration of a rental license for a residential rental dwelling unit or a rooming unit shall be made in writing on forms prepared and provided by the Department of Building, Housing and Codes Enforcement and shall be accompanied with payment of the applicable rental license fee. Such forms shall require, but shall not be limited to requiring, the following information and shall be signed and sworn to by the owner of such dwelling unit or rooming unit:

- (1) The names and addresses of all of the owners of the dwelling unit or rooming unit.
- (2) The name, address telephone number and email address of the person authorized to collect rent for the dwelling unit or rooming unit.
- (3) The name, local address, telephone numbers, business and home, and email address of the responsible local agent.
- (4) The address of the premises in which the dwelling unit or the rooming unit is located.

- (5) Identification of the unit as a dwelling unit or a rooming unit.
- (6) The number of dwelling units or rooming units located on the premises in which the dwelling unit or rooming unit is located.
- (7) Whether such dwelling unit or rooming unit is a student home, as defined by the Chapter 112 of the Code of the Borough of West Chester (Zoning).

D. Filing tenant and landlord information form.

- (1) At the time that an owner files an application for a rental license for a residential rental dwelling unit or rooming unit, the owner shall complete, sign and file a tenant and landlord information form. The tenant and landlord information form shall be prepared by or at the direction of the Code Official and shall require the owner to provide the names and the addresses of the owner, the responsible local agent, the address of the dwelling unit and/or rooming unit, the names and unit addresses of the tenants and/or occupants (except as otherwise provided in Section 1000.5.D(2) below) the lease commencement and expiration date, a brief summary of the Borough ordinances relating to trash collection, permit parking areas, snow and ice removal, grass and weed control, maximum number of persons permitted to reside in a rooming unit and/or dwelling unit and noise disturbances and such additional information as the Code Official may require for purposes of the implementation, administration and enforcement of this chapter. At any time there is a change of tenants and/or occupants, the owner shall provide the Borough with an updated tenant and landlord information form.
- (2) Notwithstanding the provisions of Section 1000.5.D(1) above, the owner shall not be required to disclose the name and unit address of a tenant or occupant if the owner has reason to believe that such a disclosure may jeopardize the personal safety and well-being of a tenant or occupant and the owner provides the Code Official with such information and documentation to support such belief as may be reasonably required by the Code Official.

E. Issuance of initial rental license. Upon receipt of a fully completed application and registration form for an initial rental license for a residential rental dwelling unit or a rooming unit and receipt of payment of the applicable rental license fee, the Code Official shall inspect the residential rental dwelling unit or rooming unit to determine if such rooming unit or dwelling unit is in compliance with the applicable provisions of the Code. In connection with the inspection of a dwelling unit or a rooming unit, the Code Official is authorized to inspect the interior and exterior of the rooming

house in which the rooming unit is located or the building in which the dwelling unit is located. If the Code Official determines that the rooming unit or dwelling unit is in compliance with the applicable provisions of the Code, the Code Official shall issue a rental license to the owner or responsible local agent. Provided however that if the owner of the property where the dwelling unit or rooming unit is located is delinquent in the payment of municipal taxes or municipal claims, the rental permit may be denied until such time as such taxes or claims are paid in full. In the event that the Code Official finds that the rooming unit or dwelling unit is in violation of any applicable provision of the Code, the Code Official shall not issue the rental license and instead shall issue a notice of violation as provided by this chapter. After receipt of notice from the owner or the responsible local agent that the violations have been abated or remedied, the Code Official shall reinspect the rooming unit or rental dwelling unit to determine if the items cited in the notice of violation have been remedied or corrected, in which case the rental license shall be issued. The rental license shall, at all times, be maintained in the rooming unit or dwelling unit or on the premises in which the rooming unit or dwelling unit is located and shall be available for inspection by Borough officials.

F. Reregistration of residential rental dwelling units and rooming units; renewal; transfer of ownership:

- (1) The owner of any rooming unit or residential rental dwelling unit must renew the rental license for such rooming unit or dwelling unit every year by the first of July by payment of the applicable license fee and completing and filing the forms prepared and provided by the Department of Building, Housing and Codes Enforcement with respect to such reregistration. The Code Official shall not be required to perform an inspection in connection with the renewal of a rental license.
- (2) In the event of a transfer of ownership, the rental license shall be transferred to the new owner by the new owner's payment of a transfer fee in an amount established by resolution of Borough Council and the filing, within 10 days of the transfer of ownership, of a completed written rental license application and registration form for each rooming unit and dwelling unit provided by the Department of Building, Housing and Codes Enforcement. It shall be the responsibility of the owner(s) to notify the Code Official of the transfer not more than five days prior to the date of the transfer of ownership. The new owner shall register and obtain a rental license for each rooming unit or dwelling unit and pay the applicable rental license fee therefor within five days after the date of the transfer of ownership.

Section 1000.6 Disciplinary Action.

A. General. In addition to imposing fines and penalties as prescribed in Section 1000.8, the Code Official may initiate disciplinary action against an owner that may result in a written warning, non-renewal, suspension or revocation of the owner's rental license for violating any provision of this Ordinance that imposes a duty upon the owner as provided for herein.

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

- (1) Failure to take steps to remedy and prevent incidents of disruptive conduct by occupants of residential rental dwelling units and rooming units as required by this Ordinance.
- (2) Failure to take steps to remedy and prevent violations of the Code or offenses by occupants of residential rental dwelling units and rooming units as required by this Ordinance.
- (3) Failure to file and implement an approved plan to remedy and prevent incidents of disruptive conduct by occupants of the residential rental dwelling units and rooming units as required by this Ordinance.
- (4) Failure to file and implement an approved plan to remedy and prevent violations of the Code or offenses by occupants of the residential rental dwelling units and rooming units as required by this Ordinance.
- (5) Failure to evict occupants in accordance with the terms of the Rental Agreement and Landlord Tenant Act after incidents of disruptive conduct, violations of the Code or offenses have occurred and having been directed to do so by the Code Official as provided for in this Ordinance.

C. Types of Disciplinary Action.

- (1) Written Warning; Corrective Action Plan.

[a] Upon the first report of disruptive conduct within a license period or the accumulation of at least five points for Code violations or offenses at a residential rental dwelling unit or rooming house within a license period, the Code Official shall issue a written warning advising the owner that future occurrences of disruptive conduct or assignment of points for

violations or offenses shall lead to further disciplinary action as specified herein.

- [b] Within twenty (20) days after receipt of a written notice from the Code Official that an occupant of a residential rental dwelling unit or rooming unit has engaged in disruptive conduct or at least five points for violations of the Code or offenses have accumulated at a residential rental dwelling unit or rooming house, the owner shall file with the Code Official a report setting forth what action the owner has taken to prevent a reoccurrence of such conduct, violations or offenses. The report shall also set forth a plan as to the steps the owner will take in the future if the disruptive conduct, violations or offenses shall reoccur.
 - [c] The Code Enforcement Officer shall review the report, and if adequate steps have been taken and the plan is adequate to address future disruptive conduct, Code violations and offenses, shall approve the plan. If the Code Enforcement Officer does not find that the plan is adequate to prevent reoccurrence of similar disruptive conduct, Code violations or offenses by the occupants, he shall specify this in writing to the owner and suggest alternative measures to be taken by the owner. The owner shall thereafter revise the plan to incorporate the Code Official's recommendations.
 - [d] The owner shall, on his or her initiative, enforce the plan and failure to do so shall be a violation of this Ordinance.
 - [e] Upon satisfactory compliance with the corrective action plan and any conditions imposed by the Code Official, the formal warning shall be removed when the owner applies for a license renewal; provided that there were no other instances of disruptive conduct or accumulation of additional points for violations or offenses at the same residential rental dwelling unit or rooming unit in the same license period.
- (2) Commencement of Eviction of Occupant(s). Upon the second report of disruptive conduct within a license period involving the same occupant or occupants, the Code Official shall direct the owner to initiate eviction proceedings against the occupant(s) who violated this Ordinance in accordance with the Rental Agreement and procedures in the Landlord-Tenant Act and to prohibit the occupant(s) from occupying the premises during the subsequent licensing period. If so ordered, the owner shall take all necessary

action to evict the occupants in accordance with the terms of the Rental Agreement and Landlord Tenant Act.

(3) Non-renewal, suspension and revocation.

- [a] Upon the third report of disruptive conduct or the accumulation of at least ten points for Code violations or offenses at a residential rental dwelling unit or rooming house within a license period, involving the same occupant or occupants, the Code Official shall impose one of the following disciplinary actions: (i) deny the owner the privilege to apply for license renewal after the expiration of the license term; (ii) suspend the rental license for a period of time set by the Code Official; or (iii) revoke the rental license for a time specified by the Code Official.
- [b] If the Code Official denies the owner the privilege to renew a rental license, the owner may maintain occupants in the premises until the end of the license term, but will not be permitted to apply for renewal of the license until a time set by the Code Official.
- [c] If the Code Official imposes the discipline of suspension of the rental license, upon suspension, the owner shall take steps to declare the occupants in breach of the Rental Agreement and seek eviction of the occupants in accordance with the Landlord Tenant Act. The owner shall take all necessary action to evict the occupants in accordance with the terms of the Rental Agreement and Landlord Tenant Act. 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.
- [d] If the Code Official imposes the discipline of revocation of the rental license, the owner shall take steps to declare the occupants in breach of the Rental Agreement and seek eviction of the occupants in accordance with the Landlord Tenant Act. The owner shall take all necessary action to evict the occupants in accordance with the terms of the Rental Agreement and Landlord Tenant Act.

D. Criteria for Applying Discipline. The Code Official, when imposing discipline authorized pursuant to Section 1000.6.C above shall consider the following:

- (1) The effect of the disruptive conduct, Code violations or offenses on the health, safety and welfare of the occupants of the residential rental dwelling unit and rooming unit and other residents of the premises.
- (2) The effect of the disruptive conduct, Code violations or offenses on the neighborhood.
- (3) Whether the owner has prior violations of this Ordinance and other Ordinances of the Borough or has received other notices of violations as provided for in this Ordinance.
- (4) Whether the owner has been subject to disciplinary proceedings under this Ordinance.
- (5) The effect of disciplinary action on the occupants.
- (6) The action taken by the owner to remedy the disruptive conduct, Code violations or offenses to prevent future incidents of disruptive conduct, Code violations and offenses, including any written plan submitted by the owner.
- (7) The policies and lease language employed by the owner to manage the residential rental dwelling unit or rooming unit to enable the owner to comply with the provisions of this Ordinance.
- (8) In addition to applying discipline as set forth above, the Code Official may recommend that as a condition of issuing subsequent rental license, reasonable conditions related to fulfilling the purposes of this Ordinance be imposed.

E. Points for Code violations and offenses. Points for Code violations and offenses shall be assigned as follows:

- (1) One point shall be assigned for each offense of the following ordinances as set forth in Section 1000.19, Property Maintenance Code, Refuse, Sidewalks, Vegetation, and Animals.
- (2) Two points shall be assigned for each offense of the following ordinances as set forth in Section 1000.19: Fire Prevention Code, Electrical Code, and Occupancy limits under Chapters 43, 44, 45 and 112 of the Code of the Borough of West Chester.

- (3) Three points shall be assigned for each offense of the following ordinances as set forth in Section 1000.19: Public Nuisance and Noise.
- (4) Five points shall be assigned for unlawfully using a dwelling unit as a student home in violation of Chapter 112 of the Borough Code.
- (5) Upon discovery of multiple violations at a residential rental dwelling unit or rooming unit or the property in which the rooming unit is located, the maximum number of points that can accumulate in a twenty-four-hour period is three, except for the offense of unlawfully using a dwelling unit as a student home in violation of Chapter 112 in which case five points may be assessed for one violation.
- (6) When a complaint made by the owner of a dwelling unit or a rooming unit, the owner's responsible local agent or by the tenants and/or occupants thereof results in prosecution against another tenant and/or occupant of the dwelling unit or rooming unit, such violation or offense shall not be counted when imposing disciplinary action.
- (7) Points for all Code violations and offenses shall accumulate against a residential rental dwelling unit or rooming unit or the property in which the dwelling unit or rooming unit is located at the time that the owner, tenant or occupant is adjudicated guilty or liable, enters a plea of guilty, a plea of no contest or a plea of nolo contendere, and with respect to the appeal of an enforcement notice issued pursuant to Section 616.1 of the Municipalities Planning Code, the Borough's Zoning Hearing Board rules in favor of the Borough. The points shall also accumulate if after being charged or a citation or zoning violation notice is issued, the owner or occupant ignores the citation or arrest and a warrant is issued against the owner or occupant.

F. Procedure for Non-renewal, Suspension or Revocation of License.
Notification. Following a determination that grounds for non-renewal, suspension or revocation of a license exist, the Code Official 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, be sent certified mail and shall contain the following information:

- (1) The address of the premises in question and identification of the particular residential rental dwelling unit(s) or rooming unit(s) affected.
- (2) A description of the disruptive conduct or Code violations which have occurred.

- (3) A statement that the license for said residential rental dwelling unit(s) or rooming unit(s) shall be either suspended or revoked, or will not be renewed for the next license 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.
- (4) A statement that, due to the non-renewal, suspension or revocation, the owner or any person acting on his, her or its behalf is prohibited from renting, leasing or permitting occupancy of the residential rental dwelling unit(s) or rooming unit(s) from and during the period said action is in effect.
- (5) 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 the Public Safety/Quality of Life Committee in accordance with the procedure in Section 1000.7 of this chapter.

G. Delivery of Notification. All notices shall be sent to the owner and responsible local agent, if applicable, by certified mail. In the event the notice is returned by postal authorities marked "unclaimed" or "refused" then the Code Official shall attempt delivery by personal service on the owner or responsible local agent, if applicable. The Code Official shall also post the notice at a conspicuous place on the Premises.

H. Effect of suspension or revocation of rental license. Upon the commencement of suspension or revocation and after the owner has evicted the occupants in accordance with the provisions in the Rental Agreement and Landlord Tenant Act, the residential rental dwelling unit or rooming unit shall be secured by the owner, and no person, firm, or corporation shall operate or rent/lease to another for residential occupancy any dwelling unit or rooming unit during such time that the rental license for such unit is suspended or revoked. The transfer of the ownership of a rental property by an owner to an entity in which such owner holds an ownership or equity interest will not void any existing suspension or revocation relating to such rental property.

I. Nonexclusive Remedies. The discipline provisions of this Section and the license nonrenewal, 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. The remedies and procedures provided in this Ordinance for violation hereof are not intended to supplant or replace to any degree and 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 ongoing violation of such other Code or Ordinance is cited as the underlying ground for a finding of a violation of this Ordinance.

Section 1000.7. Appeals.

A. The owner of a residential rental dwelling unit or rooming unit has the right to appeal a decision suspending, revoking or declining to renew a rental license to the Public Safety/Quality of Life Committee by submitting in writing to the Borough Manager, within thirty (30) days from the date printed on the notice, a detailed statement of the appeal including grounds therefore and the reason(s) alleged as to why the determination of the Code Official 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 therefore by the Borough, and signed by the appellant.

B. 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 Council.

C. Upon receipt of such an appeal in proper form, accompanied with the requisite filing fee, the Borough Manager shall schedule an appeal hearing of the Public Safety/Quality of Life Committee to be held within thirty (30) days of the request.

D. The appellant, Code Official and the owners of 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 appeal.

E. The Public Safety/Quality of Life Committee shall hold a hearing on the appeal which shall be conducted in accordance with the Local Agency Law, 2 Pa. C.S.A. §551 *et seq.* and 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 arguments of the appellant and the Code Official and any police or other public officials involved, and any relevant factual presentations of other parties, the Public Safety/Quality of Life Committee shall make a decision affirming, reversing or modifying the action of the Code Official from which the appeal was 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 reduced to writing stating clearly the factual and legal basis for the decision, within forty-five (45) days after the hearing. If the Public Safety/Quality of Life Committee 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 or orally announced.

Section 1000.8 Violations and Offenses.

A. For purposes of this chapter, violations and offenses are those as set forth in the following ordinances or statutes:

- (1) Occupancy: Refers to regulations relating to occupancy of rooming units, dwelling units and dwellings as contained in Chapters 43, 44, 45 and 112 of the Code of the Borough of West Chester.
- (2) Refuse: Refers to regulations relating to Garbage, Rubbish and Refuse, Chapter 62 of the Code of the Borough of West Chester.
- (3) Property maintenance (interior and exterior): Refers to regulations relating to International Property Maintenance Code, 2012 Edition, as now and as hereafter supplemented, reissued, amended and revised as published by the International Code Council, Inc., as contained in Chapter 66 of the Code of the Borough of West Chester.
- (4) Sidewalks: Refers to regulations relating to snow and ice removal contained in Streets and Sidewalks, Chapter 95 of the Code of the Borough of West Chester.
- (5) Noise: Refers to regulations relating to Noise Disturbance, Chapter 73 of the Code of the Borough of West Chester.
- (6) Vegetation: Refers to regulations relating to Brush, Grass and Weeds, Chapter 41 of the Code of the Borough of West Chester.
- (7) Animals: Refers to regulations relating to Animals, Chapter 37 of the Code of the Borough of West Chester.
- (8) Student housing: Refers to student housing regulations contained in Chapter 112 of the Code of the Borough of West Chester.
- (9) Fire Prevention Code: Refers to regulations relating to Fire Prevention, Chapter 57 of the Code of the Borough of West Chester.
- (10) Electrical Code: Refers to regulations in the Electrical Code, Chapter 59 of the Code of the Borough of West Chester.
- (11) Public Nuisance: Refers to violations of Chapter 84 of the Code of the Borough of West Chester.

Section 1000.9. Miscellaneous Provisions.

A. Notice. All official notices of the Borough relating to a residential rental dwelling unit or rooming unit shall be served on the owner of the unit and the local responsible agent, if applicable. There shall be a 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. 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 notice prerequisite to institution of such proceedings have been given and deemed received in accordance with the applicable provisions of this Ordinance.

B. Owners Severally Responsible. If any residential rental dwelling unit or rooming house 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 Ordinance and shall be severally subject to prosecution for the violation of this Ordinance.

C. Confidentiality. All registration and contact information shall be maintained in a confidential manner by the Code Official and shall only be utilized for the purpose of enforcement of this Ordinance by the Code Official.

Section 1000.10 Enforcement; violations and penalties.

Any person who violates or permits the violation of any provision of this Chapter 10 or shall fail to comply with any of the requirements thereof, shall, upon conviction thereof in a summary proceeding brought before a District Justice, be guilty of a summary offense and shall be subject to the payment of a fine of not less than \$100 and not more than \$1,000, plus the costs of prosecution. Upon default of payment thereof, the defendant may be sentenced to imprisonment in the county prison for a period of not more than 30 days. Each section of this Chapter that is violated shall constitute a separate offense, and each day or portion thereof in which a violation of a section of this Chapter is found to exist shall constitute a separate offense, each of which violations shall be punishable by a separate fine imposed by the District Justice of not less than \$100 and not more than \$1,000, plus the costs of prosecution, and, upon default of payment thereof, the defendant may be sentenced to imprisonment in the county prison for a term not more than 30 days. In addition to the fines set forth herein, the Borough shall be entitled to reasonable attorneys' fees and costs incurred in enforcing this Ordinance. The said fees shall be added to any penalties set forth above.

Section 1000.11 Imposition of Police Service Costs.

- A. Definition. For purposes of this Section, "police service costs" shall be the costs incurred by the Borough of West Chester Police Department for police services which are rendered in response to calls of disruptive conduct. Such costs include, but are not limited to, the salaries and other compensation of police officers, appropriate administrative expenses allocable thereto and prorated costs of equipment necessary for the police to respond. The police services fees shall be established from time to time by Council in a resolution and shall be based on the average cost for a typical police response to a call of disruptive conduct.
- B. An owner is required to pay police service costs which are incurred by the Borough of West Chester Police Department in responding to incidents of disruptive conduct in excess of one response during any consecutive thirty day period of time.
- C. Whenever the police are called to respond to an incident of disruptive conduct, the Code Official shall notify the owner of the property where the disruptive conduct took place and also the local responsible agent of such property, by regular mail at the last known address of such owner and agent, that the police were called to respond to disruptive conduct at the owner's property and that if the police are again called to respond to disruptive conduct at such property within 30 days after their initial response, such owner shall be required to pay police service costs to the Borough for such responses.
- D. After the second response to disruptive conduct within 30 days as provided in §1000.11.C of this Section, the Chief of Police or the Code Official shall notify the Borough Treasurer, in writing, of the name and address of the owner of the property where the disruptive conduct took place, the dates of the initial and subsequent response(s) and the total amount of police service costs incurred for or during such responses. The Borough Treasurer or his/her duly authorized designee shall then bill the owner for the said amount, which shall be due and payable to the Borough within 30 days of such billing.
- E. Any police service costs which have not been paid within 30 days of the billing therefore may be collected, together with a penalty of 10% thereof and interest at the rate of 10% per annum added thereto, by civil action against the owner and/or may be imposed or assessed against the owner's property as a municipal claim as provided by law."

SECTION 2. Effective Date. This Ordinance shall become effective upon enactment as provided by law.

SECTION 3. Severability. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof. It is hereby declared as the intent of Council of the Borough of West Chester that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included therein.

SECTION 4. Repealer. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

ENACTED AND ORDAINED THIS _____ DAY OF _____, 2015.

ATTEST:

**COUNCIL FOR THE BOROUGH
OF WEST CHESTER**

By: _____
Jordan C. Norley, President

APPROVED THIS _____ DAY OF _____, 2015.

Carolyn T. Comitta, Mayor

**APPENDIX A
ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT**

This Addendum to Residential Rental Agreement is made this _____ day of _____, 20_____, 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 _____ (the "Leased Premises"). This Addendum is required by §1000.3.E(5) of the Borough of West Chester Rental License Ordinance, which is codified in Chapter 66 of the Borough Code.

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 West Chester and all applicable State laws.
2. The local responsible agent for the Leased Premises shall be as follows:

Name

Address

Telephone Number

Email address

3. 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. 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 West Chester and all applicable State laws.
2. Tenant shall deposit all rubbish, garbage and other waste from the Leased Premises into containers provided by the Landlord in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with Chapter 62 of the Borough of West Chester Code titled, "Garbage, Rubbish and Refuse" and all other applicable ordinances, laws and regulations.
3. 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 Leased Premises to engage in such conduct.
4. Tenant shall use and occupy the Leased Premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.
5. Tenant shall not cause, nor permit nor tolerate to be caused, damage to the Leased Premises, except for ordinary wear and tear.
6. Tenant shall not engage in, nor tolerate 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 residential rental dwelling unit or rooming unit that is so loud, untimely (as to the 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 the police and/or Code Official 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 Official or police shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report, of such occurrence."

7. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Borough of West Chester Rental Regulations which are codified in Chapter 66, Article 10 of the Borough Code and that the issuance by a Code Official of the Borough of West Chester of more than one notice of disruptive conduct relating to the Leased Premises in the same license period 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;
 - 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 day and year first above written.

WITNESS

LANDLORD

WITNESS

TENANT

WITNESS

TENANT

WITNESS

TENANT

WITNESS

TENANT