

6/7/02
D/L

**BOROUGH OF PATTERSON HEIGHTS
BEAVER COUNTY, PENNSYLVANIA**

ORDINANCE NO. 227

AN ORDINANCE OF THE BOROUGH OF PATTERSON HEIGHTS, BEAVER COUNTY, PENNSYLVANIA. AN ORDINANCE ESTABLISHING THE REGISTRATION, LICENSING AND INSPECTION OF ALL RENTAL UNITS INCLUDING SINGLE AND MULTIPLE FAMILY DWELLINGS, BOARDING AND ROOMING HOUSES INCLUDING MOTELS, HOTELS AND BED AND BREAKFASTS. FURTHERMORE, ESTABLISHING A SCHEDULE FOR INSPECTIONS BY THE BOROUGH CODE ENFORCEMENT OFFICER AND DESIGNEES AND ESTABLISHING A FEE SCHEDULE FOR LICENSING AND THE ESTABLISHMENT OF PENALTIES FOR THE VIOLATION OF THIS ORDINANCE.

WHEREFORE, owner occupied dwellings are historically and factually better maintained than tenant occupied units, and;

WHEREFORE, in multi-family units, there are public areas which must be maintained by the owner and not the tenants, such as hallways, pavements, heating, water, and sewage facilities and structural items such as the roof, chimney, and walls, and;

WHEREFORE, the Borough is charged with ensuring the welfare of its residents, owners and tenants alike, and;

WHEREFORE, blighting can occur in neighborhoods as the result of delayed maintenance, deteriorated structures, and outmoded facilities, and;

THEREFORE, the Borough of Patterson Heights, in an effort to ensure the safety and well being of all its residents, establishes the following definitions, owner's duties, occupant's duties, fees,

100.00-DEFINITIONS

100.1-BOROUGH: BOROUGH of Patterson Heights, Beaver County, Pennsylvania.

100.2-DISRUPTIVE CONDUCT: Any form of conduct, action, incident, or behavior, perpetrated, caused, or permitted by any occupant or visitor of a regulated dwelling unit that is so loud, untimely (time of 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 complaining of such action, conduct, incident or behavior. It is not necessary that such action, conduct, 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, shall be

deemed to have occurred unless the police shall investigate and make a determination that such did occur, and make a record of such occurrence.

100.3-DISRUPTIVE CONDUCT REPORT: A written report of DISRUPTIVE CONDUCT on a form to be prescribed therefor, to be completed by the POLICE who actually investigates an alleged incident of DISRUPTIVE CONDUCT and which shall be maintained by the CODE ENFORCEMENT OFFICER.

100.4-DWELLING: A building having one or more DWELLING UNITS.

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

100.6-GUEST: A PERSON on the PREMISES with the actual or implied consent of an OCCUPANT.

100.7-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 (47 PS 1-101 et seq.) or the Controlled Substance, Drug, Device and Cosmetic Act (35 PS 780-101 et seq.).

100.8-LANDLORD: One or more PERSONS, jointly or severally, in whom is vested all or part of the legal title to the PREMISES, or all or part of the beneficial ownership and a right to present use and enjoyment of the PREMISES, including a mortgage holder in possession of a REGULATED RENTAL UNIT. (Same as OWNER).

100.9-MANAGER: An adult individual designed by the OWNER of a REGULATED RENTAL UNIT. The MANAGER shall be the agent of the OWNER for service of process and receiving notices or demands and to perform the obligation of the OWNER under this Ordinance and under RENTAL AGREEMENTS with OCCUPANTS.

100.10-MULTIPLE-UNIT DWELLING: A building containing three (3) or more independent DWELLING UNITS, including, but not limited to, double houses, row houses, town houses, condominiums, apartment houses, and conversion apartments.

100.11-NUISANCE: Whatever: poses an unreasonable threat to health or safety; interferes with the comfortable enjoyment of life or property in an unreasonable manner; or causes annoyance or distress to a reasonable person of normal sensitivities. In addition to the above definition and to nuisances as designated by other provisions of the Codes and Ordinances of the Borough of Patterson Heights and state law, the following are declared to be nuisances:

The erecting, continuing, or using of any building or other place for the exercise of any trade, employment, or manufacture, which, by occasioning noxious exhalations, offensive smells, or other annoyances, becomes injurious and dangerous to the health, comfort, or property of individuals or the public; storage, placing, keeping, or leaving of building materials, appliances, furniture, machinery, equipment, or other similar personal property or fixtures outside of a

dwelling or accessory building on residential lots so as to impair the residential character and/or property value of the surrounding lots or neighborhood. This definition shall not apply to boats, camping trailers, or similar recreational vehicles which are not otherwise junk vehicles under other provisions of the Codes and Ordinances of the Borough of Patterson Heights and state law; nor shall it apply to building materials, machinery, and equipment on a residential lot when, and only when, an active and valid building permit has been issued for that residential lot.

- 100.12-OCCUPANCY LICENSE: The License issued to the OWNER of REGULATED RENTAL UNITS under this Ordinance, which is required for the lawful rental and occupancy of REGULATED RENTAL UNITS.
- 100.13-OCCUPANT: An individual who resides in a REGULATED RENTAL UNIT, whether or not he or she is the OWNER thereof, with whom a legal relationship with the OWNER/LANDLORD is established by a written lease or by the laws of the Commonwealth of Pennsylvania.
- 100.14-OWNER: One or more PERSONS, jointly or severally, in whom is vested all or part of the legal title to the PREMISES, or all or part of the beneficial Ownership and a right to present use and enjoyment of the PREMISES, including a mortgage holder in possession of REGULATED RENTAL UNIT.
- 100.15-OWNER-OCCUPIED DWELLING UNIT: A DWELLING UNIT in which the OWNER resides on a regular, permanent basis.
- 100.16-PEACEFUL ENJOYMENT: The occupant shall conduct him or herself and require other persons, including, but not limited to, guests on the premises and within his or her regulated rental unit with his or her consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by the persons occupying same.
- 100.17-PERSON: A natural PERSON, partnership, corporation, unincorporated association, limited partnership, trust, or any other entity.
- 100.18-POLICE: The POLICE DEPARTMENT of the Borough of Patterson Heights or any properly authorized member or officer thereof or any other law enforcement agency having jurisdiction within the Borough of Patterson Heights.
- 100.19-PREMISES: Any parcel of real property in the Borough of Patterson Heights including the land and all buildings and appurtenant structures or appurtenant elements on which one or more REGULATED RENTAL UNITS is located.
- 100.20-REGULATED RENTAL UNIT: one-family dwelling units, two-family dwelling units, MULTIPLE-UNIT DWELLING, Rooming houses, Dormitories and hotels to be occupied by a person or persons other than the owner of the one-family dwelling unit whether or not a rental

fee or other consideration is a condition of occupancy.

100.21-RENTAL AGREEMENT: A written agreement between OWNER/LANDLORD and OCCUPANT/TENANT supplemented by the Addendum embodying the terms and conditions concerning the use and occupancy of a specified REGULATED RENTAL UNIT or PREMISES.

100.22-RESIDENTIAL USE: The occupant shall, unless otherwise permitted by applicable law or ordinance, occupy or use his or her regulated rental unit for no other purpose than as a residence.

100.23-TENANT: An individual who resides in a REGULATED RENTAL UNIT, whether or not he or she is the OWNER thereof with whom a legal relationship with the OWNER/LANDLORD is established by a written lease or by the laws of the Commonwealth of Pennsylvania (Same as OCCUPANT)

100.24-UNRELATED: Of or pertaining to two (two) or more PERSONS not related to one another through blood to the level of second cousins, adoption or marriage.

200-OWNER'S DUTIES

201-General

201.1 It shall be the duty of every OWNER to keep and maintain all REGULATED RENTAL UNITS in compliance with all applicable Codes and provisions of all other applicable state laws and regulations and local ordinances and to keep such property in good and safe condition.

201.2 As provided for in this Ordinance, every OWNER shall be responsible for regulating the proper and lawful use and maintenance of every DWELLING which he, she or it owns. As provided for in this Ordinance, every OWNER shall also be responsible for regulating the conduct and activities of the OCCUPANTS of every REGULATED RENTAL UNIT which he, she or it owns in the BOROUGH OF PATTERSON HEIGHTS, which conduct or activity takes place at such REGULATED RENTAL UNIT or its PREMISES.

201.3 In order to achieve those ends, every OWNER of a REGULATED RENTAL UNIT shall regulate the conduct and activity of the OCCUPANTS thereof, both contractually and through enforcement, as more fully set forth below.

201.4 This section shall not be construed as diminishing or relieving, in any way, the responsibility of OCCUPANTS or their GUESTS for their conduct or activity; nor shall it be construed as an assignment, transfer, or projection over or onto any OWNER of any responsibility or liability which OCCUPANTS or their GUESTS may have as a result of their conduct or activity under any private cause of action, civil or criminal enforcement proceeding, or criminal law; nor shall this section be construed so as to require an OWNER to indemnify or defend OCCUPANTS or their GUESTS when any such action or proceeding is brought against the OCCUPANT based upon the OCCUPANT'S

conduct or activity. Nothing herein is intended to impose any additional civil/criminal liability upon OWNERS other than that which is imposed by existing law.

201.5 This Ordinance is not intended to, nor shall its effect be, to limit any other enforcement remedies which may be available to the BOROUGH OF PATTERSON HEIGHTS against an OWNER, OCCUPANT, or GUEST thereof.

201.6 The OWNER shall not permit a REGULATED RENTAL UNIT to be occupied or re-occupied without a current, valid rental OCCUPANCY LICENSE granted under this Ordinance.

202-Designation of Manager: Every OWNER who is not a full-time resident of the BOROUGH OF PATTERSON HEIGHTS or elsewhere in BEAVER COUNTY, PENNSYLVANIA and is a local call from the BOROUGH OF PATTERSON HEIGHTS, shall designate a MANAGER who shall reside in an area that is a local call from the BOROUGH OF PATTERSON HEIGHTS. If the OWNER is a corporation, a MANAGER shall be required if an officer of the corporation does not reside in the aforesaid calling area. The officer shall perform the same function as a manager. If the OWNER is a partnership, a MANAGER shall be required if a partner does not reside in the aforesaid calling area. Said partner shall perform the same function as a MANAGER. The MANAGER shall be the agent of the OWNER for service of process and receiving of notices and demands, as well as for performing the obligations of the OWNER under this Ordinance and under RENTAL AGREEMENTS with OCCUPANTS. The identity, address and telephone number(s) of a PERSON who is designated as MANAGER hereunder shall be provided by OWNER or MANAGER to the Borough of Patterson Heights, and such information shall be kept current and updated within thirty (30) days of any changes.

203-Disclosure

2031.1 -The OWNER or MANAGER shall disclose to the OCCUPANT in writing on or before the commencement of the tenancy:

203.1.1 The name, address and telephone number of the MANAGER; if applicable, and

203.1.2 The name, address and telephone number of the OWNER of the PREMISES.

203.2 Before an OCCUPANT initially enters into or renews a RENTAL AGREEMENT for a REGULATED RENTAL UNIT, the OWNER or MANAGER shall furnish the OCCUPANT with the most recent inspection report relating to the property.

204-Nuisances and Maintenance of Premises

204.1. The OWNER shall not permit a NUISANCE to develop on the PREMISES, common areas or within the dwelling unit.

204.2 The OWNER shall maintain the PREMISES in compliance with the Codes and Ordinances of the Borough of Patterson Heights, including but not limited to the BOCA Property Maintenance Code,

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.

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

204.3.1 The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the OWNER or OCCUPANT; and

204.3.2 The agreement does not diminish or affect the obligation of the OWNER to other OCCUPANTS in the PREMISES.

204.4. 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 PREMISES.

205-Written Rental Agreement

205.1 All RENTAL AGREEMENTS for REGULATED DWELLING UNITS shall be in writing and shall be supplemented with the Addendum. No oral leases and no oral modifications thereof are permitted. All disclosure and information required to be given to OCCUPANTS by the OWNER shall be furnished before the signing of the RENTAL AGREEMENT. The OWNER shall provide OCCUPANT with copies of the RENTAL AGREEMENT and addendum upon execution.

205.2 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 rights and obligations of the parties.

205.3 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 included in a RENTAL AGREEMENT is unenforceable.

205.4 Attachment of Ordinance to Rental Agreement - Following the effective date of this Ordinance, a summary hereof in a form provided to OWNER by the BOROUGH OF PATTERSON HEIGHTS, at the time of licensing, shall be attached to each RENTAL AGREEMENT delivered by or on behalf of an OWNER when any such agreement is presented for signing to any OCCUPANT. If a summary has been provided when the RENTAL AGREEMENT was first executed, a summary does not have to be provided upon renewal. Where a RENTAL AGREEMENT 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 enactment of this ordinance.

206-Complaints: The OWNER shall reply promptly to reasonable complaints and inquiries from OCCUPANTS.

207-Landlord/Tenant Act: The OWNER shall comply with all provisions of the LANDLORD-TENANT Act of the Commonwealth of Pennsylvania.

208-Common Areas: Where an OWNER does not regulate the use of COMMON AREAS and the behavior of OCCUPANTS and GUESTS in the COMMON AREAS, the OWNER shall be directly responsible for the behavior of OCCUPANTS and GUESTS in the COMMON AREA as if the OWNER were an OCCUPANT.

300-OCCUPANT'S DUTIES

301-General: The OCCUPANT shall comply with all obligations imposed upon OCCUPANTS by this Ordinance, all applicable Codes and Ordinances of the Borough of Patterson Heights, the BOCA Property Maintenance Code and all applicable provisions of state law.

302-Health and Safety Regulations

302.1 The maximum number of persons permitted in any REGULATED RENTAL UNIT at any time shall not exceed the standards outlined in BOCA Basic Property Maintenance Code Section PM 405.0 concerning occupant load. The maximum number of persons permitted in the COMMON AREAS of any MULTIPLE - UNIT DWELLING at any time shall not exceed one (1) person for each fifteen (15) square feet of COMMON AREA on the PREMISES.

302.2. The OCCUPANT shall dispose from his or her REGULATED RENTAL UNIT all rubbish, garbage, and other waste in a clean and safe manner prescribed in the solid waste disposal ordinances of the Borough of Patterson Heights, and shall dispose of all recyclable materials in compliance with the recycling ordinances of the Borough of Patterson Heights.

303-Peaceful Enjoyment: The OCCUPANT shall conduct himself or herself and require other PERSONS, including, but not limited to, GUESTS on the PREMISES and within his or her REGULATED RENTAL UNIT with his or her consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the PREMISES by others, and that will not disturb the peaceful enjoyment of adjacent or nearby DWELLINGS by the PERSONS occupying same.

304-Residential Use: The OCCUPANT shall, unless otherwise permitted by applicable law or ordinance, occupy or use his or her REGULATED RENTAL UNIT for no other purpose than as a residence.

305-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. s 101, et seq.) or Liquor Code (47 P.S. s 1-101 et seq.), or The Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. x 780-101 et seq.).

306-Disruptive Conduct and Nuisance

306.1 The OCCUPANT shall not permit a NUISANCE to develop on the PREMISES, common areas or within the dwelling unit, nor engage in, nor tolerate nor permit others on the PREMISES to engage in, DISRUPTIVE CONDUCT, or other violations of the Ordinance.

306.2 When 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 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.

306.3 The third occurrence of NUISANCE or disruptive conduct within an eighteen- (18) month period will result in an automatic eviction.

307-Compliance with Rental Agreement: The OCCUPANT shall comply with all lawful provisions of the RENTAL AGREEMENT entered into between OWNER and OCCUPANT. Failure to comply may result in the eviction of the OCCUPANT by the OWNER.

308-Damage to Premises: The OCCUPANT shall not intentionally cause, nor permit nor tolerate others to cause, damage to the PREMISES. Conduct, which results in damages in excess of \$500.00, shall be considered a violation of this Ordinance.

309-Inspection of Premises: The OCCUPANT shall permit inspections by the CODE ENFORCEMENT OFFICER or his designated representative of the PREMISES at reasonable times, upon reasonable notice.

400-FEES

401-Application Fees and Annual Fees: Every person applying for an OCCUPANCY LICENSE initially shall supply all information requested by BOROUGH OF PATTERSON HEIGHTS and pay an initial license fee as follows:

1 family rental unit	\$75.00
2 family rental unit	\$100.00
Multi family, Rooming houses, Dormitories & hotels	\$125.00 plus \$25.00 per unit

402- Renewal Fees: After the initial application, the subsequent fee for annual OCCUPANCY LICENSE for 1 and 2 family units will be assessed at \$50.00 per unit; Multi family units, Rooming

Houses, Dormitories and Hotels shall be \$75.00 plus \$25.00 per unit.

403-Fees for Missed Inspection: The OWNER shall pay the reasonable costs incurred by the BOROUGH OF PATTERSON HEIGHTS when an appointment for an inspection by the Rental Registration Officer or the Code Enforcement Officer of the BOROUGH OF PATTERSON HEIGHTS is missed as follows:

Scheduling appointment and preparation of forms:	.75 hrs	\$ 20.00
Certified Mailing-Return Receipt:		5.00
Appointment preparation, waiting at property and travel to and from property:	1.0 hrs	25.00
TOTAL		\$ 50.00

404-Fees for Repeat Inspections: The OWNER shall pay reasonable costs incurred by the BOROUGH OF PATTERSON HEIGHTS when a reinspection is required by the Rental Registration Officer or the Code Enforcement Officer of the BOROUGH OF PATTERSON HEIGHTS as follows:

Re-Scheduling appointment and preparation of forms	.75 hrs	\$ 20.00
Certified Mailing-Return Receipt		5.00
Appointment preparation, and travel to and from property	1.0 hrs	25.00
TOTAL		\$ 50.00

500-REGISTRATION REQUIREMENTS

501-Registration Requirements

501.1 The owners of each dwelling listed herein will be subject to the following registration requirements and fees:

501.1.1 Each person who allows a one-family dwelling to be occupied by a person or persons other than the owner of the one-family dwelling, and where this action by the owner has occurred for a period in excess of thirty (30) days, shall be required to annually file with the Code Official rental unit registration.

501.1.2 Each person who operates a two-family dwelling shall be required to annually file with the Code Official rental unit registration.

501.1.3 The rental unit registration and accompanying registration fees shall be filed and paid on or before August 31 of the first year in which this ordinance takes effect, and shall be filed and

paid annually on or before August 31 of every subsequent year.

502-Inspection, Periodic Inspection: The Code Official or designated representative shall inspect the interior and exterior of each REGULATED RENTAL UNIT within ninety (90) days of the effective date of this ordinance, and at least once every third (3rd) calendar year thereafter, and prior to the rental or occupancy of any REGULATED RENTAL UNIT to/by a new tenant. These periodic inspections shall occur notwithstanding more frequent inspections that may be required in the investigation of complaints regarding the dwelling.

503-Inspection. Issuance of License: The Code Official or designated representative shall, upon receipt of an application for an OCCUPANCY LICENSE, inspect the rental dwelling and in the event of such rental dwelling is in compliance with this Code, the OCCUPANCY LICENSE applied for shall be issued.

504-Non-Compliance: In the event the rental dwelling is not in compliance with this Property Maintenance Code or constitutes a NUISANCE, the Code Official shall notify the applicant in writing and shall specify the non-compliance with this Property Maintenance code. Upon completion of the changes, the Code Official shall issue the OCCUPANCY LICENSE applied for.

505-Multiple-Unit Dwellings

505.1 Display of License: Every OCCUPANCY LICENSE shall be displayed in a conspicuous place within each multiple-unit dwelling.

505.2 License Duration: Every multiple-unit dwelling OCCUPANCY LICENSE shall remain in force for one year from the date of issuance.

505.3 License Transfers: No OCCUPANCY LICENSE required by the Ordinance shall be transferable unless the new operator shall give notice in writing to the Code Official within (10) days after the transfer in any manner of ownership or control of the interest in such multiple-unit dwelling. Such notice shall include the name and address of the person succeeding to the ownership or control.

506-Violation. License Revocation, Notice: Whenever the Code Official determines that there exists a NUISANCE or violation of the Property Maintenance Code, it shall serve notice as provided in Sections PM 107. 1 and PM 107 . 2 and may notify the owner or operator in writing that unless the Notice of Violation is complied with, the rental dwelling OCCUPANCY LICENSE may be revoked. After the expiration of the time for compliance as stated on the Notice of Violation, a reinspection shall be made to determine compliance. If the violation has not been corrected and no appeal is pending, the Code Official may revoke the rental dwelling OCCUPANCY LICENSE and in such event shall serve written notice upon the owner or operator of such action.

507-Appeal: Any person whose rental dwelling OCCUPANCY LICENSE has been revoked, or whose application for OCCUPANCY LICENSE to operate a multi-family dwelling has been denied, may appeal to the Zoning Hearing Board.

508-Licensing of Rooming Houses, Dormitories, Bed and Breakfasts and Hotels

508.1 License Required: No person shall operate a rooming house, dormitory, bed and breakfast or hotel unless he has first obtained from the Code Official an OCCUPANCY LICENSE to operate such rooming house, dormitory or hotel.

508.2 Compliance with Code: The Code Official shall not issue an OCCUPANCY LICENSE unless the rooming house, dormitory, bed and breakfast or hotel for which the OCCUPANCY LICENSE is required is in compliance with the Property Maintenance Code.

508.3 Number of Occupants Specified: Every OCCUPANCY LICENSE shall specify the maximum number of occupants allowed to occupy the rooming house, dormitory, bed and breakfast or hotel.

508.4 Display: Every OCCUPANCY LICENSE shall be displayed in a conspicuous place within the rooming house, dormitory, bed and breakfast or hotel.

600-VIOLATIONS AND PENALTIES

601-Basis for Violation: It shall be unlawful for any PERSON, as either OWNER or MANAGER of a REGULATED RENTAL UNIT for which an OCCUPANCY LICENSE is required, to operate without a valid, current OCCUPANCY LICENSE issued by the Borough of Patterson Heights authorizing such operation. It shall also be unlawful for any PERSON, either OWNER or MANAGER, to allow the number of OCCUPANTS of a REGULATED RENTAL UNIT to exceed the maximum limit as set forth on the OCCUPANCY LICENSE, or to violate any other provision of this ordinance. IT SHALL BE UNLAWFUL FOR ANY OCCUPANT TO VIOLATE THIS ORDINANCE.

602-Penalties: Any violation of this Ordinance shall constitute a summary offense punishable, upon conviction thereof by a District Justice, by a fine not to exceed One Thousand Dollars (\$1,000) plus costs, by a term of imprisonment not to exceed thirty (30) days. Each day of violation shall constitute a separate and distinct offense.

603-Non-Exclusive Remedies: The penalty provisions of this Article and the OCCUPANCY 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 of Patterson Heights 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, the remedies and procedures available to the Borough of Patterson Heights in the case of a violation of any other Code or Ordinance of the Borough of Patterson Heights, 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.

700-MISCELLANEOUS PROVISIONS

701-NOTICES

701.1 For purposes of this Ordinance, any notice required hereunder to be given to a MANAGER shall be deemed as notice given to the owner.

701.2 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.

701.3 A claimed lack of knowledge by the OWNER of any violation hereunder cited shall be no defense to OCCUPANCY 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.

702-Changes in Ownership, Occupancy: It shall be the duty of each OWNER or a REGULATED RENTAL UNIT to notify the CODE ENFORCEMENT OFFICER in writing within ten (10) days of any change in Ownership of the PREMISES or of the number of REGULATED RENTAL UNITS on the PREMISES. It shall be the duty of the OWNER to notify the CODE ENFORCEMENT OFFICER in writing within ten (10) days of any increase in the number of OCCUPANTS in any REGULATED RENTAL UNIT or of the changing of a DWELLING UNIT from OWNER-OCCUPIED to nonowner-occupied, which thereby transforms the DWELLING into a REGULATED RENTAL UNIT for the purposes of this Ordinance.


703-Owners Severally Responsible: If any REGULATED RENTAL UNIT is owned by more than one PERSON, in any form of joint tenancy, as a partnership, or otherwise, each PERSON shall be jointly and severally responsible for the duties imposed under the terms of this Ordinance, and shall be severally subject to prosecution for the violation of this Ordinance.

704-Severability: If any provision of this Ordinance or the application thereof to any PERSON or circumstances is held invalid, such holding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared severable.

705-Repealer: All ordinances or parts of ordinances that are inconsistent herewith are hereby repealed to the extent of such inconsistency.

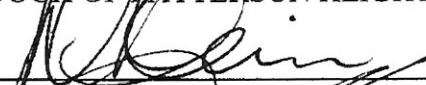
706-Effective Date: This Ordinance shall become effective immediately.

ATTEST:




Secretary

BOROUGH OF PATTERSON HEIGHTS



Mayor



Council President

RENTAL REGISTRATION PROGRAM INSPECTION PROCEDURE

- An advertisement will be placed in the paper notifying property owners that a Rental Registration Program letter and form must be picked up or they can call the office and the letter and form will be mailed to them.
- Completed forms will be returned to the office with the OCCUPANCY LICENSE fee and an inspection date is scheduled. The uncompleted OCCUPANCY LICENSE will be issued at this time and the owner will receive an Addendum to Residential Rental Agreement.
- The inspector works per the scheduled appointments and completes a Rental Registration Checklist form (in triplicate).
- Upon inspection passage, the OCCUPANCY LICENSE will be completed, signed by the Owner and signed or sealed on behalf of the Borough of Patterson Heights. A copy of the checklist form will be given to the owner and a copy will be filed in the office.
- If violations exist, a reinspection will be scheduled. Upon reinspection passage, the procedure will be same as above for OCCUPANCY LICENSE issuance. The reinspection form will be filed in the office.

ADDENDUM TO RESIDENTIAL 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 is located at _____.

This Addendum is required under the Regulated Rental Unit Occupancy Ordinance of the BOROUGH OF PATTERSON HEIGHTS.

ADDITIONAL COVENANTS AND OBLIGATIONS

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

A. Landlord's Covenants and Obligations:

1. Landlord shall keep and maintain the leased premises in compliance with all applicable Codes and Ordinances of the BOROUGH OF PATTERSON HEIGHTS and all applicable state laws and shall keep the leased premises in good and safe condition.

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

Name

Address

Telephone Number

3. The Landlord shall be responsible for regularly performing all routine maintenance, including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the leased premises except for any specific tasks which the parties hereby agree shall be delegated to the Tenant and which are identified as follows: _____

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

Tenant.

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

B. Tenant's Covenants and Obligations:

1. Tenant shall Comply with all applicable Codes and Ordinances of the Borough of Patterson Heights and all applicable state laws.

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

3. Tenant shall dispose of all rubbish, garbage and other waste from the leased premises in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with the Borough of Patterson Heights solid waste and recycling ordinances.

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

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

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

7. 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 regulated dwelling unit that is so loud, untimely, offensive, riotous or that otherwise unreasonably disturbs other persons in their peaceful enjoyment of their premises such that a report is made to the police. 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 police shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report of such occurrence."

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

- a. Termination of the rental agreement without prior notice;
- b. Bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs;
- c. Bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney's fee 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

TENANT

WITNESS

TENANT

WITNESS

TENANT

WITNESS

LANDLORD

WITNESS

LANDLORD

WITNESS

LANDLORD