

ORDINANCE NO. 487

INTRODUCED – September 9, 2019

ADOPTED BY COUNCIL – _____, 2019
(AS AMENDED)

AN ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF CURWENSVILLE , CLEARFIELD COUNTY, PENNSYLVANIA PROVIDING FOR THE REGISTRATION OF RESIDENTIAL RENTAL PROPERTIES, THE LICENSING OF RENTAL UNITS; IMPOSING DUTIES UPON BOTH LANDLORDS AND TENANTS WITH RESPECT TO SUCH PROPERTIES; PROVIDING FOR INSPECTIONS OF SUCH PROPERTIES; PROVIDING FOR THE REPEAL OF INCONSISTENT ORDINANCES; PROVIDING FOR THE SEVERABILITY OF THE ORDINANCE; AND PROVIDING THAT THE ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY PENNSYLVANIA LAW.

WHEREAS, the Borough Council of the Borough of Curwensville finds that it is necessary to safeguard the safety, health, and welfare of the public by assuring that the Code Officials of the Borough of Curwensville are authorized to enter structures and premises within the Borough to perform inspections thereof and to perform their duties under the Laws of the Commonwealth of Pennsylvania and the Code of the Borough of Curwensville; and

WHEREAS, the Borough Council of the Borough of Curwensville finds that there is a growing concern within the Borough with the failure of some landowners to properly maintain residential rental properties; and

WHEREAS, the Borough Council of the Borough of Curwensville finds that to safeguard the safety, health, and welfare of its citizens, and to encourage owners, operators, and occupants of rental housing to improve and maintain the quality of such housing, it is necessary to establish a systematic interior inspection, registration, and licensing program for residential rental properties, their occupants, and their operators; and

WHEREAS, the Borough Council of the Borough of Curwensville finds that it is necessary to establish and maintain an inventory of residential rental units in the Borough of Curwensville, and

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED AND ENACTED by the Borough Council of the Borough of Curwensville, Clearfield County, Pennsylvania, as follows:

SECTION 1
DEFINITIONS:

Except where the context clearly indicates otherwise, the terms used herein shall have the meanings ascribed to them in the Borough's Property Maintenance Code codified as Chapter 85 of the Code of the Borough of Curwensville. Additionally, the following words shall have the meaning ascribed to them in this section except where the context clearly indicates or requires a different meaning:

Borough: The Borough of Curwensville, Clearfield County, Pennsylvania.

Code Enforcement Official/Code Official: The code enforcement officers and officials of the Borough of Curwensville as defined in the Property Maintenance Code and other Ordinances of the Borough of Curwensville.

Codes: Any state or local code or ordinance adopted, enacted or in effect in and for the Borough of Curwensville, including, but not limited to, the Property Maintenance Code codified in Chapter 85 of the Code of the Borough of Curwensville.

County: The County of Clearfield, Pennsylvania.

Hotel: A commercial lodging establishment that offers units for sleeping purposes to transient guests and which provides 24 hour service for receiving and assisting guests.

Occupant: Any person over one year of age living and sleeping in a residential rental unit or having actual possession of such residential rental unit.

Owner: Any person, agent, operator, property management group, housing authority or fiduciary having legal, equitable or other interest in any real property; as recorded in the official records of the state, county or municipality as holding title to the real property; or otherwise having control of the real property, including the guardian of the estate of such person and the executor or administrator of such person's estate. When used in this Ordinance in a clause proscribing any activity or imposing a penalty, the term as applied to partnerships and associations, shall mean each general partner; as applied to corporations, the officers thereof; and as applied to limited liability companies, the members and any managers thereof.

Person: Any natural person, partnership, association, limited liability company, corporation, firm or other similar entity.

Residential Rental Occupancy License: a document issued annually by the Code Enforcement Official of the Borough of Curwensville to the owner, operator, responsible agent, or manager of a residential rental unit certifying the unit as Licensed for being rented. Such License is required for lawful rental and occupancy of residential rental units, unless a Code Enforcement Officer certifies that violations of the applicable codes are being corrected, or is a registered rental Unit awaiting inspection. Whenever the word "License" is used herein, it shall mean "Residential Rental Occupancy License" as defined by this paragraph.

Residential Rental Property: Any parcel of real estate, including land and all buildings and appurtenant structures and dwellings thereon that contain therein one or more Residential Rental Units. Whenever the word “Property” is used herein, it shall mean Residential Rental Property as defined by this paragraph.

Residential Rental Registration: the document issued by the Borough of Curwensville to the owner, operator, responsible agent, or manager of a residential rental property evidencing the existence of said residential rental property. A Residential Rental Registration shall be required for lawful rental and licensing of residential rental units contained in said property. Rental registration does not warrant the proper zoning, habitability, safety, or condition of the residential rental unit in any way. Whenever the word “Registration” is used herein, it shall mean “Residential Rental Registration” as defined by this paragraph.

Residential Rental Unit: A rooming unit; or a dwelling let for rent; or a residential unit occupied by any persons other than are occupied solely by the Owner and members of the Owner’s family. Each individual townhouse dwelling; each individual apartment unit, each individual unit in a multi-family building, each individual unit in a two-family dwelling, and each rooming unit shall be considered a separate residential rental unit. A residential rental unit shall not include a hospital room utilized for medical services. Whenever the word “Unit” is used herein, it shall mean “Residential Rental Unit” as defined by this paragraph.

Responsible Agent or Manager: Any person or entity who or which aids in the rental of residential Property or who takes responsibility for the care or supervision of the Property, including responsible agents as defined by the City’s Ordinances.

Rooming/Boarding House (Dormitory): A building arranged or occupied for lodging, with or without meals. For compensation and not occupied as a one or two-family dwelling.

Rooming Unit: A portion of a dwelling unit including any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking purposes. Granting of permission to use shared or common cooking facilities may be associated with the leasing of a Rooming Unit.

Tenant: An occupant of a Unit with whom a legal relationship with the owner is established by a lease or other enforceable agreement under the laws of the Commonwealth of Pennsylvania.

Transient Dwelling: A one-family, two-family, or multi-family dwelling which is not occupied exclusively by the owner thereof and each dwelling unit therein is not occupied pursuant to the terms of a written lease or is occupied pursuant to a written lease with a term of less than one month.

SECTION 2
OWNER'S DUTIES:

It shall be the duty of every Owner or Responsible Agent of Residential Rental Property to:

1. General

- a. Keep and maintain all Units in compliance with all applicable codes, ordinances, and provisions of all applicable local and state laws and regulations, including but not limited to the Property Maintenance Code of the Borough of Curwensville.
- b. Keep and maintain all Property in good and safe condition.
- c. Be aware of, and to act to eliminate, Disruptive Conduct in all Units.
- d. Employ policies to manage the Units under his/her control in compliance with the provisions of this Ordinance and applicable state laws.
- e. Pay or ensure payment of all real estate taxes; sewer rates, water rates, and trash collection fees to ensure that such vital utilities are provided.
- f. Obtain a Registration for each Property. Obtain and maintain a License for each Unit. All such Licenses shall be prominently displayed at the Unit for which they are issued.
- g. Provide the Borough with written notice that a Unit is occupied. This notice must be provided: (i) prior to occupancy if the Unit has not been occupied previously by a tenant; and (ii) upon re-occupancy of a Unit which has been unoccupied for thirty (30) days or more.
- h. Provide trash and recyclable collection and disposal services and instruct tenants of the method of trash and recyclable collection (e.g., curbside or dumpster) and, if applicable, the day of week of trash and recyclable pickup.
- i. Provide each tenant with a disclosure statement containing the requirements of this Ordinance, including the provisions relating to Disruptive Conduct. Providing of a copy of this Ordinance to each tenant will satisfy this requirement.
- j. Take all actions necessary to ensure that each Unit is occupied in accordance with the Borough Zoning Ordinance.
- k. Provide upon request of the Code Enforcement Officer, a written rental agreement for each Unit which shall include the names of all permitted Occupants.

2. Designation of Responsible Agent

- a. If the owner of a Property is not a full-time resident of the County of Clearfield,

then the owner shall designate a person to serve as the responsible agent who does reside within the County of Clearfield. If the owner is a corporation, a separate responsible agent shall be appointed unless an officer of the corporation is appointed as the responsible agent and such officer lives within the County of Clearfield. If the owner is a partnership or a limited liability company, a responsible agent shall be required if a partner or member does not reside within the County of Clearfield. Said partner or member shall perform the same function as a responsible agent.

- b. No License shall be issued to any person for a Unit unless such owner or operator provides the Code Official with the name, address, and daytime telephone number of a designated responsible agent, who shall be an individual and who shall reside within the County of Clearfield, Pennsylvania. A post office box shall not be considered a valid address.
 - c. A Responsible Agent must be authorized to receive notices and communications necessary or deemed to be appropriate under the terms of the Codes of the Borough of Curwensville and to accept service of process of initial and subsequent pleadings on behalf of the Owner or operator which may be necessary or deemed to be appropriate for the enforcement of the Codes of the Borough of Curwensville ; provided, however that nothing contained herein shall effect the right of the Borough of Curwensville to submit notices and communications directly to the Owner, rather than to the responsible agent, or to serve process and initial and subsequent pleadings in any other manner permitted by law.
 - d. The designation of Responsible Agent shall not be valid unless signed by both the Owner and the Responsible Agent.
 - e. Any Owner or Responsible Agent to whom a License has been issued or any Owner of Property who subsequently changes her/his place of residence or who changes the designation of a Responsible Agent shall notify in writing the Bureau of Procurement and Collection within 30 days after such change.
3. No Owner, Manager, or Responsible Agent may offer for rent or assist in offering for rent, by advertising or otherwise, any Unit without first ascertaining that the Property is properly registered with the Borough of Curwensville. No Unit may be occupied prior to the Unit being properly Licensed
4. **JOINT RESPONSIBILITY:** If the Owner has appointed an Agent, Manager or Responsible Agent, the Agent, Manager or Responsible Agent shall be jointly responsible to fulfill all of the obligations set forth in this Ordinance.

SECTION 3
RENTAL AGREEMENT ADDENDUM:

1. The Owner or, if applicable, the Responsible Agent or Manager shall include the document attached hereto as Exhibit "A," identified as "Addendum to Residential Rental Agreement," in each lease of a Unit taking effect on or after _____, 2009.
2. The Owner or Responsible Agent or Manager shall not include text in any Lease that is contrary to the provisions of the Ordinance.
3. Any public or non-profit housing entity may, in lieu of the attachment of the leasing addendum, incorporate the requirements of said addendum into their existing Lease upon demonstration to the Borough that their Lease is a product of a Federal or State requirement or program.

SECTION 4
DISPLAY OF LICENSE:

1. Each Owner, Manager or Responsible Agent shall display the License in the Unit for which it was issued. The License shall include:
 - A. The name, mailing address and telephone number of the Owner or the Responsible Agent or Manager.
 - B. The date and expiration of the License.
 - C. The License Number.
2. In addition to the information on the License, the following information must also be posted in each unit:
 - A. The evenings on which trash and recycling are to be placed curbside for collection.
 - B. The telephone number to call to register complaints regarding the physical condition of the Unit.
 - C. The telephone number for emergency police, fire and medical services.
 - D. A summary of the Owner's duties as set forth in herein.

SECTION 5
OCCUPANT DUTIES:

1. This ordinance shall not be construed as diminishing or relieving the responsibility of Occupants or their Guests for their conduct or activity.

The occupant(s) shall not engage in, nor tolerate, nor permit others on the Property to cause damage to the Unit or engage in disruptive conduct. It shall be the duty of each Occupant of a Unit to:

- A. Comply with all obligations of this Ordinance and all applicable codes and Borough ordinances, as well as all state laws and regulations.
- B. Conduct himself/herself and require other persons, including, but not limited to, guests on the Property and within their Unit with their consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by people occupying the same.
- C. Not engage in, nor tolerate, nor permit others on the Property to cause damage to the Unit or engage in Disruptive Conduct, or other violations of the Ordinance, Borough ordinances, or applicable state laws.
- D. Use the trash and recyclable collection services provided by the Owner.
- E. Use the Unit for no purpose other than as a residence or as permitted by the Borough Zoning Ordinance.
- F. Maintain the Unit in a manner meeting all requirements for Occupants of structures set forth in the Codes.
- G. Allow the Code Enforcement Official to inspect the Unit in accordance with this Ordinance at reasonable times.
- H. Not allow persons other than those identified on the lease to reside in the Unit.
- I. Not allow the Unit to be occupied in a way that conflicts with Borough Zoning Ordinance.
- J. Not permit the possession of, serving to or consumption of alcoholic beverages by underage persons.

SECTION 6.
REGISTRATION OF UNITS:

- A. Every Owner or Responsible Agent of Property shall register the Property with the Borough on a form provided by the Code Official.
- B. Failure to register will result in a \$300.00 per building fine.

SECTION 7
RENTAL UNIT OCCUPANCY LICENSE:

- A. No person shall permit a rooming house, dormitory, hotel, multi-family dwelling (a building containing three or more dwelling units which is not a transient dwelling), transient dwelling or other rental property to be occupied unless he has first registered the Property with the Code Official and obtained a License. It shall be the duty of the Owner or Responsible Agent to notify the Code Official whenever any Unit becomes occupied.
- B. Every Owner or Responsible Agent of a Unit shall pay an annual Occupancy License fee of \$100.00 per building.
- C. Each License shall remain in force for one year from the date of issuance unless sooner revoked in accordance with the Code of the Borough of Curwensville.
- D. No Registration or License required hereunder 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 the Property. Such notice shall include the name and address of the person succeeding to the ownership or control. The fee for transferring a Registration and/or License shall be \$25 per Unit and shall be paid at the sale or transfer of title. An additional \$50 per Unit shall be due should the \$25 per Unit transfer fee not be paid upon sale or transfer of title.
- E. Whenever the Code Official determines that the Unit is in violation of the City's Property Maintenance Code, it shall serve notice as provided in Chapter 85 of the Code of the Borough of Curwensville and may notify the Owner or Responsible Agent in writing that unless the Notice of Violation is complied with, the License may be revoked. After the expiration of the time for compliance as stated on the Notice of Violation, an inspection shall be made to determine compliance. If violations still exist, a re-inspection shall be made. A fee for such re- inspection shall be imposed in accordance with the provisions hereof. If the violation has not been corrected and no appeal is pending, the Code Official may revoke the License and, in such event, shall serve written notice upon the Owner or operator or Responsible Agent of such action. License may also be revoked for failure to properly designate a responsible agent, for failure to pay the annual fee, for failure to pay water, sewer, solid waste, recycling fees or Borough taxes with respect to the Unit, and/or for failure to comply with any other provision of this Ordinance. If a License is revoked and the Unit is vacant, it shall remain vacant until such time as the License is reinstated. Reinspection shall be made by the Code Enforcement Official within a reasonable time

after the owner or Responsible Agent notifies the Borough that the violation causing the revocation of the License has been cured. A License shall be reinstated if the reason for its revocation is cured and a reinstatement fee of \$200 is paid.

- F. Any person whose License has been revoked or whose application for a License for a Unit has been denied may appeal to the Board of Housing Appeals in accordance the Property Maintenance Code as codified in Chapter 85 of the Code of the Borough of Curwensville .
- G. Upon the filing of an application for a License, the person filing such application shall select a time period during which the Unit is to be inspected, provided that the time selected is stated as a series of specific consecutive days not less than two weeks and not more than four weeks prior to the date intended for occupancy of the dwelling unit; and
- H. All Property which is inspected annually by any agency to assess compliance with federal standards established by the U.S. Department of Housing and Urban Development or State standards established by the Pennsylvania Housing Finance Agency, shall be exempt from the licensing provisions. Inspection provisions of this Ordinance remain applicable.

SECTION 8.
INSPECTIONS:

- A. It shall be the duty of all Owners, Agents, Managers and Occupants to provide access to the Borough officials to all Units subject to inspections hereunder and failure to permit such access shall be deemed a violation of the Ordinance.
- B. For purposes of enforcing this Ordinance, the Code Enforcement Official or his designee may seek to obtain an administrative warrant issued by a competent authority for the purpose of compelling an inspection of a Unit.
- C. If requested, the Code Enforcement Official or his authorized representative shall disclose proper credentials of their respective offices for the purpose of inspecting any and all structures and Property in the performance of their duties under this Ordinance.
- D. In addition to the inspections referenced above, the Code Enforcement Official shall also inspect Units upon any of the following occurrences:
 - a. Prior to the initial occupancy of newly constructed Units, newly erected Units, or substantially rehabilitated Units; and
 - b. Prior to the sale of any Unit or the structure in which it is located.
- E. The Code Enforcement Official may also inspect Units upon any of the following occurrences:
 - a. Upon a change in occupancy of the Unit;

- b. Upon receipt of complaints;
 - c. Upon the occurrence of Disruptive Conduct at such Unit; or
 - d. For any other reasonable cause.
- F. Application, Inspection, Issuance and Reinspection. The Code Official shall, upon receipt of an application for a License, inspect the Unit. In the event such dwelling is in compliance with this Code, the License applied for shall be issued upon (1) payment of the License fee, (2) confirmation that a proper responsible agent has been designated, if required; and (3) there are no outstanding water, sewer, solid waste or recycling fees, or municipal taxes owed to the Borough related to such Property or Unit. The Code Official shall inspect each such Unit at least once on or before the fourth anniversary of the initial inspection following submission of the application for the License. These periodic inspections shall occur notwithstanding more frequent inspections which may be required in the investigation of complaints regarding the dwelling. The Licensee shall maintain and make copies of all written leases under which each Unit is occupied and available for inspection upon request of the Code Official. Such written leases shall indicate the name of the occupants of each Unit and the term of the lease. In the event that the Unit is not in compliance with the Codes of the Borough of Curwensville, the Code Official shall notify the applicant in writing and shall specify the non-compliance with the Code. Upon abatement of the violations, the Code Official shall inspect the Property and/or Unit upon the Unit passing the inspection issue the License applied for. If any violation still exists, re-inspections shall be scheduled. For any re-inspections the fee shall be \$75 per Unit.
- G. If the Code Enforcement Official, upon completion of the inspection, finds that the applicable codes have not been met, the Code Enforcement Official shall issue notices and, if appropriate, may commence enforcement actions under the procedures set forth in the code which has been violated or under any other applicable Ordinance of the City. Notice provided to an Agent shall be deemed notice provided to the Owner. The following notices shall be issued to the Owner of the Property and the Responsible Agent:
- a. If the Code Enforcement Official finds violations of the Unit under the Property Maintenance Code, in addition to the remedies under the Property Maintenance Code, the Code Enforcement Official shall:
 - i. Issue a notice of violation that establishes a timeline for abatement; and
 - ii. If, after the abatable period expires, an inspection reveals that the violations are not corrected and arrangements satisfactory to the Code Enforcement Official have not been made the License for the Unit may be revoked. If the Unit is vacant, it shall remain vacant.

SECTION 9.
VIOLATIONS AND PENALTIES:

- A. Violations. It shall be a violation of this Ordinance to commit or to permit any other person to commit any of the following acts:
- a. To lease, let, or allow the occupancy of a Unit without obtaining a License where required by this Ordinance.
 - b. To fail to register a Property as required by this ordinance.
 - c. To refuse to permit inspections required under this Ordinance for a Unit.
 - d. To fail to perform the duties established by this Ordinance if such person is an Owner or a Manager of a Unit.
 - e. To fail to perform the duties established by this Ordinance if such person is an occupant of a Unit.
 - f. To place false information on to or omit relevant information from an application for a Registration or License.
 - g. To fail to comply with any other provision of this Ordinance.
- B. Penalties and Remedies.
- a. Allowing occupancy of a Unit after the License has been revoked: a fine of not less than \$500.00 per Unit for each month the violation exists or a term of imprisonment not exceeding 90 days, or both. Each month the violation exists constitutes a separate violation. Notwithstanding the foregoing, no fines shall be imposed for any period during which the Unit is vacant and the Owner, Operator, and/or Manager is taking affirmative action to correct the violations.
 - b. Failure to seek a License: The Owner or Manager shall be sent a 30- Day Notice of Violation, warning them of their failure to comply with the terms of this Ordinance. If they do not comply at the end of thirty (30) days, a fine of not less than \$500.00 per Unit for each month the violation exists or a term of imprisonment not exceeding 90 days, or both. Each month the violation exists constitutes a separate violation.
 - c. Whoever violates any other provisions of this Ordinance shall be subject to a fine of not more than \$1,000.00 or a term of imprisonment not exceeding (90) days or both. Each month that a violation exists constitutes a separate violation.
 - d. In addition to prosecution of persons in violation of this Ordinance, the Code Enforcement Official or any duly authorized agent of the Borough may seek such civil or equitable remedies, including injunctive relief and other measures to enforce this Ordinance in any court of record of the Commonwealth of Pennsylvania, against any person or property, real or personal, to effect the provisions of this Ordinance.

- e. The provisions of this Section and the provisions of this Ordinance governing revocation, suspension or non-renewal of Licenses shall be independent, non-mutually exclusive, separate remedies, all of which shall be available to the Borough as may be deemed appropriate.
- f. No person whose License has been revoked by the Borough may, pursuant to the Act of July 7, 1947 (P.L. 1368, No. 542) (the “Act”) as amended, purchase property in Clearfield County at any tax sale governed by the Act. The Borough shall furnish, to the Clearfield County Tax Claim Bureau at least 48 hours in advance of the sales, documentation regarding License revocations.

SECTION 10.
MISCELLANEOUS:

- A. Appeals. Except as otherwise set forth herein, all appeals shall be heard by the Board of Housing Appeals and Revisions.
- B. Codes Violations. Nothing in this Ordinance shall preclude or prohibit the Code Enforcement Officer or his designee from identifying any violations of the Codes and taking lawful action in connection therewith.
- C. The issuance of a License is not a representation by the Borough that the Unit and/or the building in which it is located is in compliance with the Codes. The issuance of a License indicates that the Unit did not have any patently dangerous conditions as of the date of inspection. However, neither the enactment of this Ordinance nor the issuance of a License shall impose any liability upon the Borough for any errors or omissions which resulted in the issuance of such License, nor shall the Borough bear any liability not otherwise imposed by law.
- D. The Department of Economic Development and Neighborhood Revitalization is authorized to promulgate rules, regulations, policies and procedures for the implementation and enforcement of the provisions of this Ordinance, which rules, regulations, policies and procedures shall be effective 20 days after they are filed with the Clerk of the Borough of Curwensville .
- E. It is the right of every tenant and resident to report any alleged violation of Borough Codes to the appropriate Borough official. A landlord shall not evict a tenant in retaliation for the reporting of alleged Code violations. This defense to eviction shall not be available to tenants or occupants being evicted pursuant to Section 7.D of this Ordinance.

SECTION 11.

REPEALER: All ordinances or resolutions or parts of ordinances or resolutions insofar as they are inconsistent herewith are hereby repealed and rescinded.

SECTION 12.

INVALIDITY: In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any of the remaining provisions, sections, sentences, clauses or parts of this Ordinance; it being the intent of the Borough of Curwensville that the remainder of the Ordinance shall be and shall remain in full force and effect.

SECTION 13.

EFFECTIVE DATE: This Ordinance shall become effective as provided by the laws of the Commonwealth of Pennsylvania.

DULY ORDAINED AND ENACTED this ____ day of _____, 2019, by the Council of the Borough of Curwensville, Clearfield County, Commonwealth of Pennsylvania, in lawful session duly assembled.

ATTEST:

BOROUGH OF CURWENSVILLE:

Borough Secretary

Council President

Mayor

(Seal of the Borough of Curwensville)