

## **ORDINANCE NUMBER 513**

**An ordinance creating Chapter 141 of the Code of the Borough of Danville entitled Residential Rental Registration Ordinance and deleting Ordinance Number 508 of the Borough of Danville.**

### **SECTION I:**

Ordinance Number 508 of the Borough of Danville is hereby repealed in its entirety.

### **SECTION II:**

Chapter 141 of the Code of the Borough of Danville is hereby created and enacted as follows:

### **The Borough of Danville Residential Rental Registration Ordinance**

#### **141.1 Title.**

This chapter shall be known as the Borough of Danville “Residential Rental Registration Ordinance.”

#### **141.2. General.**

It is the purpose of this Ordinance and the policy of the Council of the Borough of Danville, 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 residential rental units in the Borough of Danville and to encourage owners and occupants to maintain and improve the quality of rental housing within the community. It is also the policy of the Borough that owners, managers and occupants share responsibilities to obey the various codes 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 occupancy licenses and sets penalties for violations. This Ordinance shall be liberally construed and applied to promote its purposes and policies.

#### **141.3 Definitions.**

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

**CODE ENFORCEMENT OFFICER** - the duly appointed Code Enforcement Officer(s) having charge of the Office of Code Enforcement of the Borough of Danville and any assistants or agents.

**COMMON AREA:** Any area within a structure shared by occupants of separate residential rental units that the occupants of such separate units have the right in common to use or share including, but not limited to, kitchens, bathrooms, attics, basements, social rooms, hallways, yards, porches, and entrance ways.

**DISORDERLY CONDUCT** – Disorderly Conduct shall be defined under this ordinance as:

A. Engaging in fighting, threatening or other violent or tumultuous behavior

B. Making unreasonable noise

C. Using obscene language or obscene gestures

D. Creating a hazardous or physically offensive condition by any act which serves no legitimate purpose of the actor.

E. Any activities 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.). Any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a residential rental unit that disturbs other persons of reasonable sensibility 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 disorderly conduct, as defined herein. Provided, however, that no disorderly conduct shall be deemed to have occurred unless the Police investigate and make a determination that such did occur, and keep written records, including a Disorderly Conduct Report, of such occurrence.

**Disorderly Conduct Report:** A written report of Disorderly conduct to be completed by the police.

**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 the residential rental unit. (Same as "owner").

**LANDLORD-TENANT ACT** - The Landlord and Tenant Act of 1951, 68 P.S. § 250.101, et seq.

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

**OCCUPANT** -- Any individual living or sleeping in a building, or having possession of a space within a building.

**OWNER** -- Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

**OWNER-OCCUPIED RENTAL UNIT** - a rental unit in which the owner resides on a regular, permanent basis.

**PERSON (S)** -- Any individual, partnership, company, association, society, trust, corporation or other group or entity, whether an owner or lessee of residences, commercial or institutional establishments.

**POLICE** - the Police Department of the Borough of Danville or any properly authorized member or officer thereof or any other law enforcement agency having jurisdiction within the Borough of Danville.

**PREMISES** -- The area occupied by a rental unit, business or other enterprise. When more than one (1) rental unit, business or enterprise occupies a single building on the ground floor, each business area shall be considered a separate premises. Rental units, businesses or other enterprises which occupy other floors shall be considered separate premises.

**RENTAL AGREEMENT:** A written agreement between owner/landlord and occupant/tenant supplemented by the addendum required under 141.4.5, embodying the terms and conditions concerning the use and occupancy of a specified residential rental unit or premises.

**RENTAL OCCUPANCY LICENSE** - the license issued to the owner of residential rental units under this Ordinance, which is required for the lawful rental and occupancy of residential rental units.

**RENTER** – Occupant or tenant who is listed on the Rental Agreement.

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

**STRUCTURE** -- Anything constructed or erected on the ground or attached to the ground, including but not limited to buildings, sheds, mobile homes and other similar items.

**TENANT** - an individual who resides in a 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 rental agreement and/or a lease or by the laws of the Commonwealth of Pennsylvania. (Same as “occupant”).

#### **141.4. Owner’s Duties.**

1. General. It shall be the duty of every owner to keep and maintain all rental units in compliance with all applicable State laws and regulations and local ordinances and to keep such property in good and safe condition. The owner shall be responsible for all property 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 shall be responsible for regulating the proper and lawful use and maintenance of every rental unit which he or she owns. This section shall not be construed as diminishing or relieving, in any way, the responsibility of occupants or guests for their conduct or activity, nor shall it be construed as an assignment, transfer of projection over or onto any owner of any responsibility or liability which occupants or their guest 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 on the occupant’s conduct or activity. Nothing herein is intended to impose any additional civil/criminal liability upon owners other than that which is imposed by existing law. This Ordinance is not intended to, nor shall its effects be, to limit any other enforcement remedies which may be available to the Borough of Danville against an owner, occupant or guest thereof.

#### **2. Designation of Manager.**

A. Every owner who is not a full-time resident of the Borough of Danville, and/or who does not live within twenty (20) miles of the Borough of Danville, and/or who is not employed within (20) miles of the Borough of Danville, shall

designate a manager who shall reside within twenty (20) miles from the Borough of Danville or be employed within (20) miles of the Borough of Danville.

**B.** If the owner is a corporation, a manager shall be required if an officer of the corporation does not reside within the above referenced area. The officer shall perform the same function as a manager.

**C.** If the owner is a partnership, a manager shall be required if a partner does not reside within the above referenced area. Said partner shall perform the same function as a manager.

**D.** 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 the owner or manager to the Borough and such information shall be kept current and updated as it changes. Designation of a manager shall not prohibit other authorized agents by the owner.

**E.** It shall be presumed, for the purposes of this ordinance, any communication with a properly identified manager shall serve as a communication with the owner.

### **3. Disclosure and records.**

**A.** Before an occupant initially enters into or renews a rental agreement for a rental unit, the owner or manager shall furnish the occupant with the most recent inspection report relating to the property.

**B.** The owner or manager shall disclose to the occupant in writing on or before the commencement of the tenancy, a copy of the Rental Registration Agreement.

**C.** Provision of Summary of Ordinance to Occupant. Following the effective date of this Ordinance, a summary hereof in substantially the form set forth in Appendix A, shall be provided to the tenant at or before the commencement of the landlord tenant relationship. If a summary has been provided at or before the commencement of the landlord tenant relationship, a summary does not have to be provided upon renewal. Where a rental agreement has been entered into prior to the effective date of this Ordinance, the owner shall provide the occupants with a copy of the summary within forty five (45) days after enactment of this Ordinance.

**D.** The owner shall maintain the rental agreement, current license and current inspection report issued by the Code Enforcement Office of the Borough of Danville.

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

#### **4. Maintenance of Premises.**

**A.** The owner shall maintain the premises in compliance with the applicable codes of the Borough of Danville and shall regularly perform or contract all routine maintenance, including lawn mowing and ice and snow removal and shall promptly make any and all repairs necessary to fulfill this obligation.

**B.** The owner and tenant may agree that the tenant or occupants are to perform specified repairs, maintenance tasks, alterations or remodeling. In such case, however, such agreement between the owner and tenant must be in writing. Such an agreement may be entered into between the owner and tenant only if:

(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 tenant and occupants.

(2) The agreement does not diminish or affect the obligation of the owner to other occupants in the premises.

**C.** In no case shall the existence of any agreement between owner and tenant relieve an owner of any responsibility under this Ordinance or other ordinances or codes for maintenance of the premises.

#### **5. Rental Agreement**

**A. Terms and Conditions.** Owner and tenant 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.

**B. Prohibited Provisions.** Except as otherwise provided by this Ordinance, no rental agreement may provide that a tenant, 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.

**C.** The owner shall secure a written acknowledgment from tenant that the tenant has received the disclosures and information required by this Ordinance.

**D.** The Rental Agreement must be signed prior to occupancy and shall contain but not be limited to the following:

(1) The address of the residential rental unit.

(2) The residential rental unit license number.

(3) The name, address and phone number of the property owner.

(4) The name, address and phone number of the property manager (where applicable).

(5) The name of the tenant.

(6) Lease period (start and end date).

(7) Schedule and due date of payment.

(8) A list of available utilities and maintenance responsibilities at the property shall be identified and indicated as either a responsibility of the tenant or provided by the owner as part of the rental agreement. This list shall include but not be limited to the following:

(a) Natural gas or propane (where applicable)

(b) Furnace oil (where applicable)

(c) Electricity

(d) Municipal water service.

(e) Municipal sewer service.

(f) Recycling

(g) Trash containers.

(h) Trash collection.

(i) Lawn and landscaping maintenance.

(j) Snow removal from public sidewalks.

(9) The location of available parking provisions (where applicable).

(10) A statement that the tenant acknowledges, non-compliance of this ordinance on the part of the occupants or the owner may be cause for the municipality to direct eviction of the occupants by the owner.

E. Upon request by the Borough of Danville, the owner within (10) days of the request shall furnish to the Borough of Danville a copy of the completed and executed Rental Registration Agreement, in a form provided by the Borough of Danville, which form of agreement shall include, in part, acknowledgment that the tenant has received the disclosures and information required by this Ordinance. Such request shall only be made if the current Rental Registration Agreement for the rental unit is not provided to the Code Enforcement Officer.

F.. A copy of the current rental agreement shall be available at the time of inspection.

**6. Registration.** Every owner of a residential rental unit must register the unit with the Code Enforcement Officer and obtain a license in accordance with the following schedule:

A. All owners of residential rental units must register the units with the Code Enforcement Officer beginning with the calendar year 2012.

B. Any individual, entity or firm which converts any structure to a residential rental unit or units shall register the residential rental unit or units with the Code Enforcement Officer of the Borough of Danville and obtain a rental occupancy license prior to entering into a lease or rental agreement with a tenant.

C. It shall be the responsibility of the grantee and the grantee's agent in the purchase of the said real estate, including the grantee's attorney or Title Company, to notify Danville Borough City Hall within seventy-two (72) hours of any purchase or transfer of a rental unit.

D. The owner of a residential rental unit must update the registration information on record with the Code Enforcement Officer within ten (10) days of any changes of the information required to be reported by this ordinance.

E. E. In the event of a change of tenant during the registration period, the owner shall notify the Code Enforcement Officer, and have the new tenant sign a Rental Registration Agreement. Such Agreement shall then be provided to the Code Enforcement Officer within ten days. If the rental unit is in compliance as of its most recent inspection, no new inspection is required at the time of change of tenant. The owner shall provide the most recent inspection report for the rental unit to the new tenant.

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

**8. Common Areas.** Where an owner of a residential rental unit does not regulate the use of common areas and the behavior of occupants and guests in the common areas, the owner shall be directly responsible for the behavior of occupants and guests in the common areas as if the owner were an occupant. The failure of the owner to regulate behavior of occupants and guests in the common areas that results in the following shall be a violation of this Ordinance:

A. Engaging in fighting, threatening or other violent or tumultuous behavior;

B. Making unreasonable noise; or,

C. Creating a hazardous or physically offensive condition by any act which serves no legitimate purpose of the actor.

D. Any activities 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.).

**9. Disorderly Conduct.** The Code Enforcement Officer shall provide Disorderly Conduct Reports to the owner by regular mail to the address provided at the most recent registration of the residential rental unit. Such reports shall be mailed within ten (10) days of receipt of the report by the Code Enforcement Officer from the Police.

#### **141.5. Authority and responsibility of Danville Borough.**

**1. Borough Can Make Repairs.** In case the owner of premises shall neglect, fail or refuse to comply with any notice from the Borough or its Code Enforcement Officer to correct a violation relating to maintenance and repair of the premises under any code in effect in the Borough of Danville within the period of time stated in such notice, the Borough may cause the violation to be corrected. There shall be imposed upon the owner a charge of the actual costs involved, plus 10% of said costs for each time the Borough shall cause a violation to be corrected and the owner of the premises shall be billed after same has been completed. Any such bill which remains unpaid and outstanding after the time specified therein for payment shall be grounds for the imposition of a municipal lien upon the premises as provided by law. Such a lien may be reduced to judgment and enforced and collected as provided by law, together with interest at the legal rate and court costs. The remedies provided by this subsection are not exclusive and the Borough and its Code Enforcement Officer may invoke such other remedies available under this Ordinance or the applicable codes, ordinances or statutes, including, where appropriate, condemnation proceedings or declaration of premises as unfit for habitation; or suspension, revocation or non-renewal of the license issued hereunder.

**2. Inspections.** Failure by the property owner to schedule an inspection during the license term shall be a violation of this ordinance.

The inspections shall be completed as follows:

**A.** The Code Enforcement Officer of the Borough of Danville shall inspect all units once a year and record the inspection on a written Inspection Report. The Inspection Report shall be signed and dated by the owner of the residential rental unit or his or her manager. Inspections may be made by the Code Officer anytime within the said year.

**B.** A copy of the report shall be provided to the owner and the owner shall provide a copy to any tenant named on the lease at the time of the inspection.

**C.** Findings of violations.

**(1)** The owner of any parcel of real estate containing a residential rental unit which has been found to be in noncompliance with this chapter shall be subject to a Notice of Violation with a timeframe for corrective actions.

**(2)** Any residential rental unit which has been found to be in noncompliance with this chapter shall be subject to re-inspection by the Code Enforcement Officer.

**(3)** Vacant properties with an open violation shall not be occupied unless and until the violation has been corrected and the unit is approved as meeting the criteria of this chapter and any other applicable codes of the Borough of Danville.

**D.** The Code Enforcement Officer may re-inspect any property subject to a notice of violation upon expiration of the corrective action deadline or upon notice from the owner that the violations have been rectified.

**E.** If a rental unit has remained in full compliance for a period of 2 years then the property's routine inspection interval may be extended to 2 years. This extension will automatically be revoked upon discovery of violations by inspection of complaint.

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

**G.** Search Warrant. Upon a showing of probable cause that a violation of this Ordinance or any other ordinance of the Borough of Danville has occurred, or is ongoing, the Code Enforcement Officer may apply to the issuing authority having jurisdiction for a search warrant to enter and inspect the premises. In the event the residential rental unit is unoccupied, the requested search

warrant shall be directed to the owner or manager of the unit. In the event the residential rental unit is occupied, the requested search warrant shall be directed to the occupant of the unit.

#### **141.6. Occupant Duties.**

**1. General.** The occupant shall comply with all obligations imposed upon occupants by this Ordinance, all applicable codes and ordinances of the Borough of Danville and all applicable provisions of State Law.

#### **2. Health and Safety Regulations.**

**A.** Occupants shall keep that part of the structure which they occupy or control in a sanitary condition.

**B.** Occupants shall deposit in containers and dispose of all rubbish, garbage and other waste and recyclable materials in accordance with applicable ordinances, laws and regulations.

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

**4. Compliance with Rental Agreement.** The occupant shall comply with all lawful provisions of the rental agreement entered into between owner and occupant.

**5. Damage to Premises.** The occupant shall not intentionally cause, nor permit or tolerate others to cause, damage to the premises. Conduct which results in damages in excess of Five Hundred (\$500.00) Dollars shall be considered a violation of this Ordinance.

**6. Inspection of Premises.** The occupant shall permit inspections of any premises by the Code Enforcement Officer at reasonable times, and upon 48 hours' notice from the owner. Refusal to allow entry of the residential rental unit by the Code Enforcement Officer of the Borough of Danville to inspect the said unit shall be a violation of this Ordinance.

**7. Peaceful Enjoyment.** The occupant shall conduct himself or herself and require other persons including, but not limited to, guests on the premises and within his or her rental unit with his or her consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others, and that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by the persons occupying same.

**8. Reporting of Violation or Eviction.** All tenants who have been evicted due to violations of 141.6 Occupant Duties or otherwise found guilty of violations of 141.6, if asked shall answer truthfully and shall advise their new landlord if they have been evicted from a residence for violating the terms and conditions of this ordinance.

## **141.7. Licenses and Inspection.**

### **1. License Requirement.**

**A.** As a prerequisite to entering into a rental agreement or permitting the occupancy of any rental unit (except as provided in subsection (1) (C) below), the owner of every such rental unit shall be required to apply for and obtain a Rental Occupancy License for each rental unit. An inspection must also be done on each rental unit as prescribed in this ordinance.

**B.** A Rental Occupancy License shall be required for all residential rental units.

**C.** The following categories of rental properties shall not require licenses, and shall not, therefore, be subject to the permitting provision of this Ordinance:

(1) Owner-occupied dwelling units, provided that not more than two (2) unrelated individuals, in addition to the immediate members of the owner's family, occupy the dwelling unit at any given time.

(2) Hotels and motels.

(3) Hospitals and nursing homes.

(4) Bed and breakfast units as defined in the Borough's Zoning Ordinance.

(5) Federally subsidized housing maintained by the Montour County Housing Authority.

**D.** The application for the Rental Occupancy License shall be in a form as determined by the Borough.

**E.** In the event a Rental Occupancy License is denied by the Code Office, the owner shall have the right to appeal to the Rental Registration and Property Maintenance Hearing Board of the Borough of Danville within thirty (30) days of mailing of the notice of denial of the application. The hearing before the Rental Registration and Property Maintenance Hearing Board shall be governed by the Local Agency Law.

### **2. Annual License Term, Fee and Occupancy Limit**

**A.** Each Rental Occupancy License shall have an annual term running from January 1 of a particular year through December 31 of that year.

**B.** Upon application for a Rental Occupancy License and prior to issuance or renewal thereof, each owner applicant shall pay to the Borough an annual license

fee, in an amount to be established, from time to time, by resolution of the Council of the Borough of Danville.

(1) Rental units remaining in full compliance for a period of two years as stated in section 141.5.2.E are subject to only the annual license fee on non-inspection years.

Fees received January 1st' to March 31st will be set at face value. April 1st' to May 30th a late fee of \$10.00 will be assessed. June 1st' to July 31st' a late fee of \$25.00 will be assessed. After July 31st except for the year of 2012, non-registration will be deemed a violation of this Ordinance at which time a citation will be filed including the cost of the license and late fees.

C. The Rental Occupancy License shall indicate thereon the maximum number of occupants in each rental unit.

D. No Rental Occupancy License shall be issued if the owner has any unpaid fines and costs arising from enforcement of this or any other ordinance of the Borough of Danville or if the owner is delinquent in payment of any other fees to the Borough of Danville pertaining to the rental unit.

#### **141.8. Enforcement for Violations and Disciplinary Actions.**

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

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

A. Operating a rental unit without a Rental Agreement and/or Rental Occupancy License.

B. Failure to maintain a property in accordance with this and other codes and ordinances of the Borough of Danville.

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

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

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

F. Failure to regulate the conduct of tenants, occupants and guests as required by this ordinance.

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

**3. Criteria for Applying Discipline.** The Code Enforcement Officer, when recommending or applying discipline, and the Rental Registration and Property Maintenance Hearing Board, when applying discipline, shall consider the following:

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

B. The effect of the violation on the neighborhood.

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

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

E. The effect of disciplinary action on the occupants.

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

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

H. In addition to applying discipline as set forth above, the Code Enforcement Officer may recommend and Rental Registration and Property Maintenance Hearing Board may impose upon the existing or subsequent licenses, reasonable conditions related to fulfilling the purposes of this Ordinance.

**4. Enforcement for Violations.** Upon receiving notice of any code violations from the Code Enforcement Officer, or receiving any Disorderly Conduct Report the owner shall promptly take action, or cause the necessary action to be taken, to abate any offending condition and eliminate the violation within the time specified in the notice, and in the event of a Disorderly Conduct Report, to correct the situation which resulted in the Disorderly Conduct Report.

A. Each day during which any owner, landlord or tenant of a residential rental

unit violates any provision of this chapter shall constitute a separate offense.

**B.** First occurrence of an offending condition, failure to correct the offending condition or recurrence of the offending condition shall be subject to the following:

(1) 1st offense. The owner will receive a Notice of Violation which will serve as a formal warning.

2) 2nd offense within 1 year. The owner will receive a follow-up Notice of Violation and shall be subject to fines as set forth in this ordinance.

(3) 3rd and subsequent offenses within 1 year of the previous occurrence. The owner shall be subject to additional fines as set forth in this ordinance and the owner shall be subject to non-renewal, suspension or revocation of the rental unit license.

**Exception:** If a landlord can demonstrate that the 3rd offense was under a lease agreement with a new tenant it will be treated under the provisions of a second offence except for violations of the disorderly conduct regulations outlined in 141.6.7 Conduct of Tenants, Occupants and Guests. Fines may still be doubled under this exception.

4) A violation of 141.6.8 Reporting of Violation or Eviction, shall render a defendant subject to fines as set forth in this ordinance on the first offence.

**C.** Definition of Options.

(1) Notice of Violation / Formal Warning. Formal written notification of at least one (1) violation of this Ordinance.

(2) Non-renewal. The denial of the privilege to apply for license renewal after expiration of the license term. The Borough will permit the owner to maintain occupants in the premises until the end of the license term but will not accept applications for renewal of the license until a time set by the Code Enforcement Officer or by the Rental Registration and Property Maintenance Hearing Board.

(3) Suspension. The immediate loss of the privilege to rent a residential rental unit for a period of time set by the code Enforcement Officer or the Rental Registration and Property Maintenance Hearing Board. 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. Within 5 days of suspension, the owner shall take steps to evict the occupants.

**(4) Revocation.** The immediate loss of the privilege to rent a residential rental unit for a period of time set by the Code Enforcement Officer or the Rental Registration and Property Maintenance Hearing Board and the loss of the privilege to apply for renewal of the license at the expiration of the time period. Within 5 days of the loss of the privilege to rent, the owner shall take steps to evict the occupants.

**(5) Penalties.** Any owner, landlord or tenant of a residential unit which violates any provision of this chapter shall upon conviction thereof be sentenced to pay a fine of not less than \$100.00 and not to exceed \$300.00 for each and every offense.

**D.** Fines as imposed through this ordinance shall be collected as allowable by law.

**E.** In addition to the fines set forth herein, the Borough of Danville shall be entitled to reasonable attorney's fees incurred in enforcing this ordinance. The said fees shall be added to any penalties set forth above.

**F.** In the event that a second violation of disruptive conduct occurs within a twelve-month period, involving the same occupant or occupants, the Code Enforcement Officer may direct the owner to evict the occupant or occupants who have violated the ordinance of the Borough of Danville and to not permit the occupant to occupy the premise during any subsequent period.

**5. Notice of Violation.** A Notice of Violation shall, at a minimum, set forth the following:

**A.** Street address of the property.

**B.** Date of the inspection.

**C.** Name of the inspector.

**D.** List of violations.

**E.** Timeframe/deadline for corrective action

**F.** Potential or actual penalties

**G.** Right of the owner to appeal the code officer's findings.

**H.** Transfer of ownership clause.

## **6. Appeals**

**A.** Any owner shall have the right to appeal the decision of the Code Enforcement officer, by submitting in writing to the Borough Secretary or Borough Manager, within twenty (20) days from the date printed on the notice, a detailed statement of the appeal including the grounds therefore and the reason(s) alleged as to why the determination of the Code Enforcement Officer is incorrect or should be overturned, and a statement of relief requested by the appellant. Such notice of appeal shall be required to be submitted on a form to be prescribed therefore by Borough Council, and signed by the appellant. There is hereby imposed a fee for filing of such appeals, the amount of which shall be determined and established, from time to time, by resolution of Borough Council.

**B.** Upon receipt of such an appeal in proper form, accompanied with the requisite filing fee, the Borough Secretary or Borough Manager shall schedule a hearing within 20 days.

**C.** The appellant, the Code Enforcement Officer 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 the appeal.

**D.** The Rental Registration and Property Maintenance Hearing Board shall hold a hearing on the appeal which shall be conducted in accordance with the Local Agency Law, 2 Pa.C.S.A. § 751, et seq. A decision on the appeal shall be rendered either immediately following the appeal hearing, or within thirty (30) days thereafter. The decision shall be reduced to writing within forty-five (45) days of the date of the appeal hearing. Appeals from any decision of the Rental Registration and Property Maintenance Hearing Board shall be to the Court of Common Pleas of Montour County, Pennsylvania.

**E.** The Property Maintenance Hearing Board of the Borough of Danville shall hereafter be known as the Rental Registration and Property Maintenance Hearing Board.

## **7. Delivery of Notification.**

**A.** All notices shall be sent to the owner and manager, if applicable, by certified mail or have receipt otherwise verified. In the event that the notice is returned by the postal authorities marked “unclaimed” or “refused,” then the Code Enforcement Officer shall attempt delivery by personal service on the owner or manager, if applicable. The Code Enforcement Officer shall also post the notice at a conspicuous place on the premises.

**B.** If personal service cannot be accomplished after a reasonable attempt to do so, the notice may be sent to the owner or manager at the addresses stated on the most current license application for the premises in question, by regular first-class mail, postage prepaid. If such notice is not returned by the postal authorities within five (5) days of its deposit in the U.S. Mail, then it shall be deemed to have been delivered to and received by the addressee on the fifth day following its deposit in the U.S. Mail, and all time periods set forth above shall thereupon be calculated from said fifth day.

**8. Transfer of ownership.** It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee or mortgagee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee or mortgagee acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

#### **141.9. Miscellaneous Provisions.**

**1. Owners Severally Responsible.** If any 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.

**2. Nonexclusive Remedies.** The penalty 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 the remedies and procedures available to the Borough in the case of a violation of any other code or ordinance of the Borough, whether or not such other code or ordinance is referenced in this Ordinance and whether or not an on-going violation of such other code or ordinance is cited as the underlying ground for a finding of a violation of this Ordinance.

**3. Confidentiality.** All registration and contact information shall be maintained in a confidential manner by the Code Enforcement Officer and shall only be utilized for the purpose of enforcement of this Ordinance by the Code Enforcement Officer and Rental Registration and Property Maintenance Hearing Board.

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

**BY RESOLUTION**

**1. Annual License Fee.** The annual fee established for registration and renewal of a Rental Occupancy License shall be \$25.00

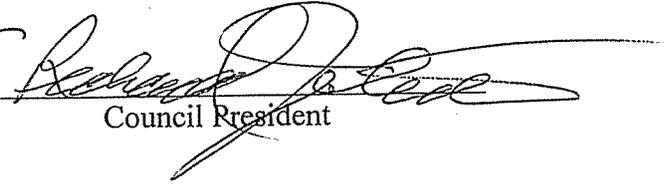
**2. Inspection Fee.** The fee established for performance of each annual inspection shall be \$50.00

**3 Re-inspections.** The fee established for performance of each re-inspection shall be \$25.00

**4. Appeal of the Code Enforcement Officer's decision.** The applicant fee for an appellant shall be \$300.00

Enacted and ordained this 9<sup>th</sup> day of July, 2013.

  
Borough Manager

  
Council President

Approved this 9<sup>th</sup> day of July, 2013

  
Mayor