

ORDINANCE NO. 2009-04

AN ORDINANCE OF THE BOROUGH OF COALDALE AND AMENDING THE CODE OF ORDINANCES TO ESTABLISH A RESIDENTIAL RENTAL HOUSING, LICENSING AND INSPECTION SYSTEM AND TO ESTABLISH ADMINISTRATIVE PROVISIONS, FEES AND PENALTIES FOR VIOLATIONS THEREOF.

The following is hereby adopted by the Borough Council of the Borough of Coaldale as an Ordinance which shall become a newly ordained as the Residential Rental Licensing and Inspection Ordinance of the Borough of Coaldale, Schuylkill County, Pennsylvania.

**PART 1
RESIDENTIAL RENTAL LICENSING AND INSPECTION**

Section 101-Purposes and Findings

A. Purposes. This ordinance is intended to serve the following purposes:

1. To assist the Borough of Coaldale in protecting and promoting the public health, safety and welfare of its citizens;
2. To establish rights and obligations of Owners and Occupants relating to the rental of certain residential units in the Borough of Coaldale and to seek that Owners and Occupants properly maintain rental housing within the Borough;
3. To ensure that Owners, Managers and Occupants share responsibilities to comply with Codes, to prevent overcrowding, and to avoid nuisances for neighboring residents; and
4. To provide for a system of inspections; issuance and renewal of licenses; and establish penalties for violations.

B. Findings. In considering the adoption of this ordinance, the Borough of Coaldale makes the following findings:

1. This ordinance is enacted under the authority of the Borough Code of Pennsylvania.
2. There is a greater incidence and greater severity of violations of various Codes of the Borough at rental residential properties than at owner-occupied residential properties.
3. There is a greater incidence of problems with the maintenance and upkeep of rental residential properties than at owner-occupied residential properties.
4. There is a greater incidence of problems with maintenance and upkeep of rental residential properties where Owners do not reside within the Borough or nearby.
5. There is a greater incidence of disturbances which adversely affect the peace and quiet of the neighborhood at rental residential properties than at Owner-Occupied residential properties.

6. A systematic inspection process can avoid life-threatening problems, such as a lack of functioning smoke detectors, faulty mechanical equipment and inadequate or unsafe electrical equipment.

Section 102-Definitions

A. As used in this ordinance the following terms shall have the following meanings. If a term is not defined in this section, but is defined in the Borough Property Maintenance Code or the Uniform Construction Code, then that definition shall apply to this section. If a term is not defined in any of those codes, but is defined in the Borough Planning and Zoning Code, then the definition in such Code shall apply to this section.

1. **Business Days** - Days in which the offices of the Borough of Coaldale are open for public business.

2. **Borough** - The Borough of Coaldale, Schuylkill County, Pennsylvania.

3. **Code** - Any Code or ordinance adopted, enacted, and/or in effect in and for the Borough of Coaldale concerning fitness for habitation or the construction, maintenance, operation, occupancy, vermin or rodent control, or any public health matters, use or appearance of any Premises, Dwelling or Dwelling Unit. This shall include, but not be limited to the Borough Property Maintenance Code, applicable PA Uniform Construction Codes, solid waste ordinances, public health ordinances and noise ordinances.

4. **Code Enforcement Officer** - The duly appointed Code Enforcement Officer(s) having the duty to enforce this Ordinance, the Borough Property Maintenance Code and/or similar codes of the Borough of Coaldale, and any assistants, deputies or police officers duly appointed.

5. **Common Area** - In Multi-Unit Buildings, space which is not part of an individual Regulated Rental Unit and which is shared among Occupants of the Dwellings. Common Areas shall be considered as part of the Premises for purposes of this Ordinance.

6. **Disruptive Conduct** - A form of conduct, action, incident or behavior perpetrated, caused or permitted by an Occupant or Guest of a Regulated Rental Unit this is:

a. in violation of Ordinances of the Borough of Coaldale and that is so loud, untimely as to time of day, offensive, and/or nuisance-causing that it unreasonably interferes with the peaceful enjoyment by other persons of their premises or causes damage to property that is owned by others.

b. involves music or noise that is disruptive to persons occupying a different dwelling unit,

c. involves music or noise that is audible from a street, sidewalk or dwelling from a minimum distance of 50 feet away from the premises where the sound is originating,

d. is the subject of a criminal citation for Disorderly Conduct, or

e. is the subject of a criminal citation under the Pennsylvania Crimes Code or the Pennsylvania Liquor Code.

In order for such Disruptive Conduct to constitute an offense under this Ordinance, a written report must be issued by a sworn Police Officer or a Borough Code Enforcement Officer and notice must be sent to an Occupant and the Owner or Manager.

7. **Disruptive Conduct Report** - A written Report of "Disruptive Conduct" that is completed by a Police Officer or Code Enforcement Officer who investigated the matter.

8. **Dwelling** - A building including one or more Dwelling Units.

9. **Dwelling Unit** - A residential living area for one household that is used for living and sleeping purposes and that has its own cooking facilities, and a bathroom with a toilet and a bathtub and/or shower.

10. **Guest** - A person on the premises of a Regulated Rental Unit with the actual or implied consent of an Occupant.

11. **Landlord** - This term shall have the same meaning as "Owner".

12. **Manager** - An adult individual designated by the Owner of a Regulated Rental Unit under this Ordinance. 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.

13. **Multi-Unit Building** - A building containing two (2) or more independent Dwelling Units completely separated from each other by vertical party walls including but not limited to double houses, row houses, town houses, condominiums, apartment houses, conversion apartments and converted single family dwellings.

14. **Occupant** - An individual who resides in a Regulated Rental Unit.

15. **Owner** - One or more Person(s), 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 but not limited to a mortgage holder who is in possession of a Regulated Rental Unit.

16. **Owner-Occupied dwelling Unit** - A Dwelling Unit in which at least one owner of record of the property resides and his/her primary dwelling.

17. **Person** - A natural person, partnership, corporation, unincorporated association, limited partnership, trust, or and other entity.

18. **Police** - Sworn law enforcement officers of the Police Department of the Borough of Coaldale, the Pennsylvania State Police, or any officers of surrounding Police Departments under a Mutual Aid Agreement with the Borough of Coaldale.

19. **Premises** - Any parcel of real property in the Borough of Coaldale, including the land and all buildings and structures, on which one or more Regulated Rental Unit is located unless it is within a dormitory that is owned by a college.

20. **Regulated Rental Unit** - A Dwelling Unit or Rooming House Unit that is occupied for residential purposes and that is not: A) an owner-occupied dwelling unit and B) exempted by this Ordinance from needing a Residential Rental License.

A college fraternity or sorority use for residential purposes shall be considered Regulated Rental Units, unless it is within a dormitory that is owned by a college.

21. **Rental Agreement** - A written Agreement or other legally enforceable Agreement between Owner and Tenant which is required to be supplemented by the Addendum provided in this ordinance embodying the terms and conditions concerning the use and occupancy of a specified Regulated Rental Unit.

22. **Residential Rental License** - The License issued to the Owner of Regulated Rental Units under this Ordinance and which is required in order to lawfully rent and occupy Regulated Rental Units.

23. **Rooming House Unit** - A living unit that does not meet the definition of a Dwelling Unit and that is not within a Borough permitted hotel or bed and breakfast inn.

24. **Tenant** - An occupant of a Regulated Rental 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.

25. **Unrelated Persons** - Two or more persons who reside in a Dwelling Unit and who are not related to each other through blood, adoption, marriage or formal foster relationship. A person who is only related as a cousin shall be considered unrelated for the purpose of this Ordinance. The term "related" shall be restricted to the following relationships: spouse, parent, child, sister, brother, grandchild, great-grandchild, grandparents, great grandparents, aunt, uncle, or an equivalent of these same relationships in a "step-" or "in-law" situation.

Section 103 - Owner's Duties

A. General

1. It shall be the duty of every Owner to keep and maintain all Regulated Rental Units in compliance with all applicable Borough Codes and Ordinances and to keep such property in good and safe condition.

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. Every Owner shall be responsible to act to minimize Disruptive Conduct, through the rental contract and through its enforcement of leases on the premises by the Occupants of Regulated Rental Units.

3. A Residential Rental License is required by Section 105 for each regulated Rental Unit. If a valid License has not been issued within the time frame established by this Ordinance, or the

License has been suspended or revoked, then the Rental Unit shall not be rented for residential use. If a Regulated Rental Unit is rented for residential use without a valid Residential Rental License, such action shall be a violation of the ordinance.

4. This ordinance shall not be construed as diminishing or relieving, in any way, the responsibility of Occupants or their Guests for their conduct or activity under any private cause of action, civil or criminal enforcement proceeding, or criminal law; nor shall this be construed so as to require an Owner to indemnify or defend Occupant or their Guests when any such action or proceeding is brought against the Occupant based upon the Occupants' 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.

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 against an Owner, Occupant, or Guest thereof.

B. Designation of Manager

1. If the Owner is not a full-time resident of the Borough of Coaldale or does not reside within a 20 mile radius of the Borough of Coaldale, then the Owner shall designate a person to serve as Manager who does reside or work on a daily basis within a 20 mile radius of the Borough of Coaldale. If the Owner is a corporation, a separate Manager shall be appointed unless an officer of the corporation is appointed as the Manager and such officer lives within a 20 mile radius of the Borough of Coaldale. If the Owner is a partnership, a Manager shall be required if a partner does not reside within a 20 mile radius of the Borough of Coaldale. Said partner shall perform the same function as 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 section and under Rental agreements with Occupants.

2. The legal name, mailing address, daytime physical address (not a post office box), and day time and evening telephone number(s) of a person who is designated as the Manager shall be provided in writing by the Owner to the Borough of Coaldale, such information shall be kept current and updated within 5 business days after it has changed.

3. The Manager shall be authorized to accept service of process on behalf of the owner.

4. In addition, an Owner may designate an agent to serve all of the same purposes of the Owner. If an Agent is designated, then the Borough is not required to provide separate notice to the owner.

C. Disclosure

The Owner or Manager shall disclose to the Occupant in writing on or before the commencement of the tenancy or occupancy, the name, address and telephone number of the Manager, or the name, address and telephone number of the Owner of the Premises if a Manager is not required to be designated.

D. Maintenance of Premises/Smoke and Carbon Monoxide Detectors

1. The Owner shall maintain the Premises in compliance with the applicable Ordinances and Codes of the Borough and shall regularly perform all routine maintenance, including lawn mowing and ice and snow removal, and shall promptly make any and all repairs necessary to

fulfill this obligation.

2. The owner shall install and maintain operational smoke detectors in each sleeping area, the hallway leading to the sleeping areas and if the sleeping areas are located upstairs, at the top of the stairwell. Carbon Monoxide detectors shall be installed in the hallway outside of the sleeping areas of the premises separate from the smoke detectors.

3. However, the Owner and Occupant may agree that the Occupant is to perform specified repairs, maintenance tasks, alterations, or remodeling if such responsibilities are established in writing. Such an Agreement may be entered into between the Owner and Occupant only if entered into in good faith and not for the purpose of evading the obligations of the Owner or Occupant.

4. Addendum to Rental Agreement. An Addendum to each Rental Agreement for Regulated Rental Units shall be provided by the Owner to the Occupant before a Rental Agreement is presented for signing by an Occupant. Any alternative version of this Addendum must be pre-approved by the Codes Enforcement Officer. The Owner shall secure a written acknowledgment from Occupant(s) that the Occupant(s) have received the Addendum. Upon oral or written request by the Borough of Coaldale the Owner within ten (10) days of the request shall furnish to the Borough copies of the acknowledgment that the Occupants received the Addendum.

F. Complaints

The Owner or Manager shall respond to and correct problems within 30 days after receiving a valid complaint from an Occupant.

G. The Owner and Occupants shall comply with all provisions of the Pennsylvania Landlord-Tenant Act.

H. Common Areas

The Owner shall be directly responsible to minimize Disruptive Conduct and behavior by Occupants and Guests in any Common Area on the premises. The Owner shall maintain acceptable physical conditions in such common areas and the Owner shall be required to ensure that Common Areas and the outside premises are in compliance with Borough Codes and Ordinances.

I. Evictions

In the event that an Occupant(s) of a Regulated Rental Unit is involved in a third Disruptive Conduct violation within any three year period during which a Residential Rental License was required or the Occupant(s) is/are in violation of any federal, state or local law, the Code Enforcement Officer shall assure a written statement to the Owner or his Manager to order him/her to evict the Occupants of the Regulated Rental Unit. If the Disruptive Conduct was caused by only one Occupant then the Code Enforcement Officer shall limit the eviction order to that person. Occupants shall be responsible to prevent their Guests from engaging in Disruptive Conduct on the premises. Once an eviction is ordered, those Occupant(s) shall not be permitted to occupy any area on the same lot for a minimum period of two (2) years. In addition, once an eviction is ordered, those Occupant(s) shall not be permitted to occupy any Dwelling Unit or boarding/rooming house unit that is owned by the same person or entity within the Borough of

Coaldale for a minimum period of two (2) years. The Owner shall begin eviction proceedings within fifteen (15) days after receiving such statement and shall continue such proceedings to completion, without interruption, unless the Occupants vacate the premises.

1. Failure of an Owner to carry out an order to evict Occupants shall result in suspension of the Residential Rental License and shall be a violation of this ordinance until such time as the Owner commences the eviction process. A second or subsequent failure to carry out an order to evict shall result in a revocation of the Residential Rental License. Suspension or revocation of the Residential Rental License may be appealed by the Owner to the Property Maintenance Board of Appeals or in the absence thereof to the Borough Council for a review of the decision to suspend or revoke the License within ten (10) days of the issuance of the order to evict.

2. This ordinance shall not limit the ability of an Owner to evict tenants in compliance with State law for reasons other than violations of this Ordinance.

3. A requirement to evict Occupants shall not apply if a successful appeal is made to the Borough Council, or if the District Magistrate rules in favor of the Occupant(s) during the eviction proceedings, or where a court appeal or other legal action has been filed that would lawfully prevent eviction.

4. The Code Enforcement Officer shall maintain a list of Occupants who were ordered to be evicted and the affected addresses. Such list shall be maintained for a minimum period of three (3) years and shall be available for public review in accordance with applicable laws.

K. Borough Can Make Repairs

1. In case the Owner of the Premises shall neglect, fail or refuse to comply with any notice from the Borough or its Code Enforcement Officer to correct a violation regarding maintenance and repair of the Premises under any Code or Ordinance within the period of time stated in such notice and the order is not appealed to the Borough Council within ten (10) days of the issuance, the Borough may cause the violation to be corrected. There shall be imposed upon the Owner a charge of the actual costs involved, plus 25 percent (25%) of said costs or Fifty Dollars (\$50.00) whichever is greater for each time the Borough shall cause a violation to be corrected. The Owner of the Premises shall be billed after such work 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 interest and provide for a municipal lien to be placed upon the premises as provided by law. Such a lien may be reduced to judgement and enforced and collected as provided by law together with interest at the legal rate, attorney's fees and court costs.

2. The Owner or Manager shall allow and schedule inspections by a Code Enforcement Officer of the Premises during Borough Business hours, after a minimum of seven (7) calendar days notice has been provided to the Owner or Manager. The Owner or Manager shall provide a minimum of three (3) calendar days advance notice to at least one adult Occupant of each Rental Unit of the time and date of the Inspection. These advance notice requirements shall not apply when the Code Enforcement Officer has reason to believe that an imminent threat to public health and safety may exist. (See also section 105.)

Section 104-Occupant's Duties

A. General

1. The Occupant shall comply with all obligations imposed upon Occupants by this ordinance, all applicable Codes and Ordinances of the Borough and all applicable provisions of state law.

2. A Regulated Rental Unit shall not be occupied by more than three (3) "unrelated persons" (as defined in Section 102) unless specifically permitted otherwise by the Borough Zoning Ordinance. A Regulated Rental Unit shall also comply with the occupancy limits of other regulations.

B. Health Regulations

Occupants shall collect and dispose of all rubbish, garbage and other waste in a clean and sanitary manner, and occupants shall comply with Borough Solid waste, sanitation and recycling regulations. Occupants shall keep that part of the premises, which occupant occupies or controls in a clean and sanitary manner.

C. Illegal Activities

Occupants shall not engage in, nor tolerate nor permit guests on the Premises to engage in, any conduct declared illegal under any federal statute, and/or under the Pennsylvania Crimes Code (18 Pa.C.S.A. § 101, et seq) or Liquor Code (47 P.S. §-101 et seq), or the illegal sale or distribution of controlled substances under the Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. § 780-101 et seq), or their successor laws.

D. Disruptive Conduct

(See definition in Section 102)

1. Occupants shall not engage in, nor tolerate nor permit guests on the Premises to engage in Disruptive Conduct or other violations of the Ordinance.

2. When Police investigate an allegation of Disruptive Conduct, the Police Officer 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 provided in this report shall include, if possible, the identity or identities of the alleged perpetrator(s) of the Disruptive Conduct and the factual basis for the Disruptive Conduct.

3. When a Police Officer issues a Disruptive Conduct Report concerning a Regulated Rental Unit, a copy shall be provided by the Police to the Code Enforcement Officer, who shall maintain records of such reports. The Code Enforcement Officer shall mail a copy of the Disruptive Conduct Report to an Occupant and the Owner or Manager after his/her receipt of the Report.

4. A criminal or civil citation is not required in order for a Disruptive Conduct Report to be issued.

5. If a citation is issued and successfully prosecuted or a guilty plea entered in a District Court, such citation may automatically be considered a Disruptive Conduct Report. However, if an appeal of a citation is filed from a decision of a District Court, the matter shall not be deemed

to constitute Disruptive Conduct unless a finding of guilty is affirmed by a final decision on appeal.

E. Damage to Premises

The Occupants shall not intentionally cause, nor permit nor tolerate others to cause damage to the Premises. Conduct which results in damages in excess of Five Hundred Dollars (\$500.00) shall be considered as presumptive evidence of Disruptive Conduct under this Ordinance.

F. Inspection of Premises

Occupants shall permit a Code Enforcement Officer to conduct inspections of the Premises during Borough business hours, after receiving notice from the Owner, Manager or the Borough. (See also Sections 103 and 105)

Section 105- Licenses and Inspections

A. License Requirement

1. A Residential Rental License shall be required for all occupied Regulated Rental Units. Within 120 days after the effective date of this Ordinance, the owner or his duly authorized agent shall be required to apply for a License for each Regulated Rental Unit. A license is required to be in possession of the Owner or Manager within 180 days after the effective date of this Ordinance for each Regulated Rental Unit. For a Rooming House, a single license is allowed for all units within a Rooming House building. All forms and applications shall be provided by the Borough and may be obtained from the Borough Municipal office.

a. A Residential Rental License shall not be issued or renewed until:

(1). All overdue real estate taxes, water, sewage, transmission and garbage collection fees that are owed to the Borough of Coaldale or its authorities have been paid in full, and

(2). the Owner has provided information concerning a Manager if application and has provided a list of names of occupants age eighteen (18) or older.

2. The following shall not be considered Regulated Rental Units for the purpose of this ordinance:

a. Owner-Occupied Dwelling Units, provided that not more than two (2) unrelated individuals, in addition to the Owner and his/her relatives, occupy the Dwelling Unit at any given time.

b. Hotels and motels used for transient visitors to the area, but without units that serve the same purposes as rooming house units.

c. Hospitals and State-licensed nursing homes and personal care homes.

d. Bed and Breakfast Homes as defined in the Borough's Zoning Ordinance.

e. One dwelling unit that is on the same lot as a second dwelling unit, provided the two dwellings are only occupied by the owner and persons who are related to the owner.

f. On-campus dormitories owned by an accredited college or university.

3. Housing Authority Dwelling units that are owned by the Housing Authority within the Borough of Coaldale shall be exempted from the requirements of this ordinance for a regularly scheduled Borough inspection and for payment of a Rental Housing Licensing Fee if the Codes Enforcement Administrator annually determines in writing that the Housing Authority's inspection program is sufficient for serving the purposes of this section. Dwellings owned by the Housing Authority shall be required to comply with requirements of this ordinance concerning evictions, disruptive conduct reports and other provisions of this ordinance, as applicable, unless such provision is specifically preempted by Federal or State Law.

4. The "Application for a Residential Rental License" shall be a form provided by the Borough.

5. The Owner or Manager shall:

a. maintain a current list of all Occupants age 18 or older in each Regulated Rental Unit, which shall include their name, address and telephone number.

b. furnish such list to the Borough annually in writing before April 1st of each year, and

c. notify the Borough in writing of any changes in the number or names of Occupants age 18 or older within 30 days after a change.

B. Licenses and Fees

1. Each Residential Rental License shall have an annual term and each Regulated Rental Unit shall be subject to a minimum of at least one inspection every two (2) years, based upon a schedule established by the Chief Code Enforcement Officer. The Chief Code Enforcement Officer shall require that Regulated Rental Units be made available for inspection in a designated year and then re-inspect on a schedule of one inspection every two (2) years. The Borough is not obligated to complete all inspections within this schedule. If the Borough, through no fault of the Owner, Manager or Tenant, was not able to complete an inspection in a Regulated Rental Unit in the designated year, the Borough may inspect the Unit in one or more following years.

2. The following time extensions shall apply for the requirements to have a Rental Unit inspection, unless there is evidence of a possible code violation on the property. These time extensions shall only apply if the property has not been subject of any Code enforcement actions (other than items that were satisfactorily corrected within 30 days), and has no outstanding taxes, fines or fees due to the Borough of Coaldale or a Borough Authority.

a. If an Owner or Manager provides evidence that a Rental Unit has been occupied by the same Occupants for the last two (2) years, then a Code Enforcement Officer may allow an inspection to be delayed to once every four (4) years.

b. If an Owner or Manager provides evidence that a Regulated Rental Unit was newly developed within the last six (6) years and was inspected by the Borough after construction, then an inspection is not required under this Ordinance for the first four (4) years after the effective date of this Ordinance.

c. If an Owner or Manager provides evidence that a Regulated Rental Unit was substantially rehabilitated within the last six (6) years, in the determination of the Chief Code Enforcement Administrator, and was inspected by the Borough after the rehabilitation, then an inspection is not required under this Ordinance for the first two (2) years after the effective date of this Ordinance.

d. If a Regulated Rental Unit was inspected by the Borough for Code compliance within the previous four (4) years, then an inspection under this section may be delayed to result in a minimum of two (2) years until the next inspection.

3. Upon application for a License and prior to issuance or renewal thereof, each applicant shall pay to the Borough an annual License and Inspection fee.

a. The annual fee for a Residential Rental Unit shall be Thirty Dollars (\$30.00) per dwelling unit, Twenty Dollars (\$20.00) per each rooming house unit and Ten Dollars (\$10.00) for each sleeping room in a fraternity or sorority. The fee for a calendar year shall be paid by April 1st of each year. If the annual fee is not paid by April 1st, an additional fee of Twenty Dollars (\$20.00) shall apply for each subsequent month. This fee is intended to cover the Borough's actual costs for administering the program and for inspections and related vehicle, office, administrative and overhead expenses.

b. If a second inspection is needed for a dwelling unit or rooming house unit because the unit was found to be in violation of Borough Codes during the initial inspection, then an additional fee of Twenty Five Dollars (\$25.00) shall apply. For each subsequent inspection that is needed in any two (2) year period, an additional fee of Seventy Five Dollars (\$75.00) shall apply.

c. The fee to reinstate a revoked Residential Rental License shall be One Hundred Dollars (\$100.00) per dwelling unit or One Hundred Dollars (\$100.00) per rooming house building.

d. The fees provided in this ordinance may be revised by written resolution of Borough Council from time to time.

e. A Residential Rental Unit shall not be issued or renewed if the Owner has not paid any fines and costs arising from enforcement of this Ordinance or any Codes of the Borough of Coaldale relating to land use and/or Code Enforcement or if any licensing fees under this Ordinance are past due to the Borough.

f. If a second or subsequent inspection is needed for a dwelling unit or rooming house unit because the Codes Enforcement Officer was not able to enter the unit at the time that had been scheduled with the Owner or Manager, then an

additional fee of Seventy Five Dollars (\$75.00) shall apply.

4. A License or inspection by itself shall not warrant that a Rental Unit is lawful, safe, habitable or in compliance with all Borough Codes.

C. Inspection

1. Each Regulated Rental Unit shall be subject to inspection by the Code Enforcement Officer or another duly authorized agent of the Borough under the schedule outlined in this Ordinance.

2. Duly appointed Borough Code Enforcement Officers are the officials authorized to enforce this Ordinance and to take appropriate measures to abate violations hereof, for and on behalf of the Borough of Coaldale.

3. This ordinance shall not be construed as to limit the Code Enforcement Officer's authority to conduct inspections or enforcement actions under other Borough Codes or to require that a property be made available for inspection whenever there is probable cause that a violation of the Borough Codes may be present.

4. To minimize disruption to occupants, owners and managers are encouraged to ask to attempt to schedule inspections during times when a Rental Unit is unoccupied between tenants.

D. Warrant

Within the limitations of Federal and State law, a Code Enforcement Officer may apply to a District Court having jurisdiction for an administrative search warrant to enter and inspect a Regulated Rental Unit and the Premises. Such warrant is only required where access to a Regulated Rental Unit or Common Areas is denied to the Code Enforcement Officer after a request.

Section 106 - Non-Renewal, Suspension or Revocation of License.

A. General

A Code Enforcement Officer may initiate the following enforcement actions against an Owner for violating any provision of this Ordinance that imposes a duty upon the Owner and/or failing to regulate the breach of duties by Occupants as provided for herein.

B. Responses to Violations of this ordinance and other Borough Codes.

1. Notice of Violations

A Code Enforcement Officer shall provide written notification of violations of Borough Codes and require that they be corrected within a reasonable time period that the Code Enforcement Officer establishes in the Enforcement Notice.

a. A Code Enforcement Officer may determine that the Rental Unit is unfit for Human Habitation, in which case it shall be vacated and remain vacated until such situation is corrected to the satisfaction of the Code Enforcement Officer.

b. For serious violations that do not require the property to be immediately vacated, a Code Enforcement Officer may require that the violations be corrected within no less than 24 hours, or any other time period stated on the notice from the Code Enforcement Officer.

2. Non-Renewal

A Code Enforcement Officer shall delay or deny the renewal of a Residential Rental License if there are outstanding violations of Borough Codes for that Rental Unit that have not been corrected at the time of License Renewal. If the violations are not a threat to safety of occupants or other members of the public, a Code Enforcement Officer may permit the current Occupants to continue to reside in the Premises for a reasonable period of time established by a Code Enforcement Officer in the notice of Non-renewal, with the time limit removed when the violations of the Borough Codes are corrected. A Code Enforcement Officer may issue a Temporary License that is conditioned upon certain actions being taken within a maximum time period.

3. Revocation

The immediate revocation of the license to rent a Regulated Rental Unit shall occur if a Code Enforcement Officer determines that violations of Borough Codes present a threat to the safety of occupants or other members of the public. Such revocation shall occur until violations of Borough Codes are corrected and the property has been re-inspected. Upon revocation, the Owner shall take immediate steps to evict the Occupants and/or to locate alternative housing for the occupants.

4. Suspension

A Code Enforcement Officer may suspend the License to rent a Regulated Rental Unit until violations of Borough Codes have been corrected within a time limit established by a Code Enforcement Officer. Such suspension shall continue until such time as a violation(s) of Borough Codes are corrected.

a. If the violations are not a threat to safety of occupants or other members of the public, a Code Enforcement Officer shall permit the current Occupants to continue to reside in the Premises for a reasonable period of time established by a Code Enforcement Officer in the notice of Suspension.

b. A Code Enforcement Officer may suspend the license to rent a Regulated Rental Unit if the Owner or his/her designated Manager are not available or do not respond to contacts by a Code Enforcement Officer, or if the name and contact information for the Owner or Manager no longer valid, or if the Manager no longer represents the Owner.

5. Reinstatement

A Residential Rental License shall be reinstated if the Owner of a Regulated Rental Unit corrects the reason for the revocation of the Residential Rental License and has paid the

Residential Rental License reinstatement fee.

C. Criteria for Applying Sanctions

1. The Code Enforcement Officer, when deciding upon the sanctions provided in subsection b. above, shall consider the following:

- a. The effect of the violation on the health and safety of Occupants of the Regulated Rental Unit, other residents of the Premises, and neighboring residents.
- b. Whether the Owner has prior violations of this Code and whether those violations were satisfactorily corrected in a timely manner.
- c. The effect of sanctions upon the Occupants, particularly when the Occupants did not cause the violation.
- d. The actions taken by the Owner to remedy the violation(s) and to prevent future violations, including any written plan submitted by the Owner and good faith efforts of the Owner to bring the property into compliance.

D. In addition to enforcing sanctions set forth above, a Code Enforcement Officer may establish reasonable conditions upon a Residential Rental License that will fulfill the purposes of this ordinance.

E. Grounds for Imposing Sanctions

Any of the following may subject an Owner to sanctions as provided for in this section.

- 1. Failure to abate a violation of Borough Codes and ordinances that apply to the Premises
within the time directed by the Code Enforcement Officer.
- 2. Refusal to permit the Inspection of the Premises by a Code Enforcement Officer as required by this ordinance.
- 3. Failure to take steps to remedy and prevent violations of this ordinance by Occupants of Regulated Rental Units as required by this ordinance.
- 4. Failure to evict Occupants after having been directed to do so by a Code Enforcement Officer as provided for in this ordinance.

F. Procedure for Non-Renewal, Suspension or Revocation of License.

Following a determination that grounds for non-renewal, suspension or revocation of a License exist, a Code Enforcement Officer shall notify the Owner or Manager of the action to be taken and the reason therefore. Such notification shall be in writing, addressed to the Owner or Manager in question, and shall contain the following information:

- 1. The address of the Premises in question and identification of the affected Regulated Rental Unit(s).

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

3. A statement that the License for said Regulated Rental Unit(s) shall be suspended, revoked, or will not be renewed for the Next License period unless the violation is corrected within the time deadline provided in the notice. In the case of a revocation, the notice shall state the date upon which such revocation will commence.

4. A statement that during the license non-renewal or revocation, the property shall not be rented for occupancy except for any temporary conditional license extension that a Code Enforcement Officer may issue.

5. Information regarding the Appeal process.

G. Appeals

1. Any Person affected by a decision, notice or order of a Code Enforcement Officer under this ordinance or any issuance of a Disruptive Conduct Report or any eviction order under this ordinance shall have the right to appeal to the Property Maintenance Board of Appeals or in the absence thereof, to the Coaldale Borough Council. An application for appeal may be made when it is claimed that the provisions of this ordinance have been improperly applied or administered or that factual errors were made by the Code Enforcement Officer, or for such other grounds under this Ordinance as the applicant may allege. A written application for appeal is required to be filed within Twenty (20) days after the day the decision, report, notice or order was received or served. A fee of Two Hundred Dollars (\$200.00) shall be paid in advance by the person requesting the hearing for each appeal to the Coaldale Borough Secretary. If the appeal is found in favor of the applicants, then such fee shall be returned to the person or entity that paid it.

2. The Property Maintenance Board of Appeals or in their absence Borough Council shall also hear all appeals of enforcement matters under the Borough of Coaldale Property Maintenance Code. The appeal provisions in such Code are hereby included by reference.

3. The Property Maintenance Board of Appeals is hereby established and shall consist of five members who are appointed by Borough Council. The members shall serve staggered five (5) year terms, with at least one term ending each year.

a. A minimum of three (3) votes shall be needed for any action by the Board, such as to delete a Disruptive Conduct Report or to halt an order for eviction. A 2 to 2 vote shall be considered to have been no action, in which case the determination of the Codes Enforcement Officer shall stand.

b. Two alternate members of the Property Maintenance Board of Appeals may also be appointed by the Council, who may be named to serve when regular members are unable to serve.

c. Decisions of the Property Maintenance Board of Appeals may be appealed to the Court of Common Pleas, provided a notice is filed in writing with the Borough's Solicitor's office within thirty (30) days after a party's receipt of the decision of the Property Maintenance Board of Appeals.

d. The Property Maintenance Board of Appeals shall be provided in writing to the Chief Code Enforcement Officer and to the last known address of the Owner, the Manager if applicable and the affected Occupants within ten (10) days after the conclusion of a hearing on a matter.

e. Decisions of the Property Maintenance Board of Appeals shall be provided in writing to the Chief Code Enforcement Officer and to the last known address of the Owner, the Manager if applicable and the affected Occupants within ten (10) days after the conclusion of a hearing on a matter.

f. Any compensation for the members of the Property Maintenance Board of Appeals shall require approval by Borough Council.

g. A stenographic record is not required for meetings of the Property Maintenance Board of Appeals. Minutes shall be maintained and a tape recording of meetings may occur.

Other Boards.

The Borough of Coaldale Board of Health shall continue to hear appeals concerning health regulations. The Borough of Coaldale Zoning Hearing Board shall continue to hear appeals concerning the Zoning Ordinance. The Borough of Coaldale UCC Board of Appeals shall continue to hear appeals as provided in the PA UCC Code and in the Borough of Coaldale Code of Ordinances applicable thereto.

H. Notifications

1. Notices of violations and license suspensions, revocations and non-renewal shall be sent to the Owner, and Manager if applicable, by certified mail.

a. In the event that the notice 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.

2. The Borough shall not be responsible for failing to provide notice where the Owner has not provided an up-to-date name and address for the Owner or the Manager for the Rental Unit.

3. For purposes of this section, any notice required hereunder to be given to a Manager shall be deemed as notice given to the Owner.

4. There shall be a presumption that any notice required to be given to the Owner under this section shall have been received by such Owner if the notice was given to the Owner in the manner provided by this Ordinance.

5. A claimed lack of knowledge by the Owner of any violation hereunder cited shall not be a defense to Rental License non-renewal, suspension or revocation or an eviction order as long as all required notices involving such proceedings have been sent to the last known address of the Owner.

Section 107 Violation and Penalties

A. Basis for Violations

It shall be unlawful for any Person, as either Owner or Manager of a Regulated Rental Unit, to operate without a valid, current Residential License issued by the Borough authorizing such operation. It shall be unlawful for any Person, either Owner or Manager, to allow the number of Occupants of a Regulated Unit to exceed the maximum number allowed by Borough Codes, or to violate any other provision of this Ordinance. It shall be unlawful for any Owner, Manager or Occupant to violate this Ordinance.

B. Penalties

1. The penalties and remedies for a violation of Borough Construction Codes or the Borough Property Maintenance Code shall be as established in such other Code.

2. Any Person who violates a provision of this Ordinance shall upon conviction thereof in a District Court be liable to pay the following penalties:

a. First Violation on a lot or premises in a calendar year - A fine of Three Hundred Dollars (\$300.00).

b. Second Violation on a lot or premises in a calendar year - A fine of Four Hundred Fifty Dollars (\$450.00).

c. Third and each subsequent violation on a lot or premises in a calendar year - A fine of Six Hundred Dollars (\$600.00).

d. If an Owner fails to obtain a Residential Rental License that is required, a fine of Six Hundred Dollars (\$600.00) per unit shall apply.

e. For each week that a violation continues to exist after the time limit established for correction of the violation by a Code Enforcement Officer without same having been appealed, a separate offense shall have been deemed to have occurred for which Owner may be fined separately.

3. In addition, an eviction of Occupants of a Regulated Rental Unit may be required under provisions of this ordinance, and the Residential Rental License that grants the privilege to rent a Regulated Rental Unit may be revoked, suspended or withdrawn.

C. Non-exclusive Remedies

The penalty provisions of this Ordinance and the License non-renewal, suspension and revocation procedures provided in this Ordinance shall not limit the ability of the Borough to enforce other Borough ordinances and to utilize the penalties, remedies and procedures under such Borough ordinances and State or Federal law, if applicable.

Section 108 - Miscellaneous Provisions

A. Changes in Ownership/Occupancy

1. Each Owner of a Regulated Rental Unit shall notify the Code Enforcement Officer in

writing within five (5) business days after any change in Ownership of the Premises or of the number of Regulated Rental Units on the Premises, and to submit new contact information. Failure to so notify the Code Enforcement Officer shall be considered a violation of this Ordinance.

2. The Owner shall notify the Code Enforcement Officer in writing within a maximum of five (5) business days after the changing of a Dwelling Unit from Owner-Occupied to being a Regulated Rental Unit for purposes of this Ordinance. Failure to so notify the Code Enforcement Officer shall be considered a violation of this Ordinance.

B. Owners Separately 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 separately subject to prosecution for the violation of this Ordinance.

C. Severability

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid by a court of law, 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.

D. Repealer

All ordinances or parts of ordinances which clearly are inconsistently with this ordinance are hereby repealed to the extent of such inconsistency.

E. Enactment and Effective Date

This is hereby enacted as an Ordinance of the Borough of Coaldale, Schuylkill County, Pennsylvania, and shall become a newly ordained Part 1 within Chapter 11, "Housing" of the Codified Ordinances of the Borough of Coaldale, and shall take effect on March 10, 2009.

BOROUGH OF COALDALE

BY: Susan Solt
Susan Solt, President

ATTEST:

Louise Lill
Louise Lill, Secretary

Claire Remington
Claire Remington, Mayor

**APPENDIX A - BOROUGH OF COALDALE
REQUIRED ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT**

This Addendum to Residential Rental Agreement is made this _____ day of _____, 2009, and is incorporated into and shall be deemed to amend and supplement the Residential Rental Agreement made by the undersigned Tenant and Owner, their heirs, successors and assigns, dated _____, 2009.

The Residential Rental agreement and this Addendum pertain to the Premises described in said Agreement and is located at _____. This Addendum is required by the Residential Rental Licensing and Inspection Ordinance of the Borough of Coaldale.

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 Obligations

1. The landlord shall keep and maintain the leased Premises in compliance with all applicable Codes and Ordinances of the Borough of Coaldale and all applicable State laws and shall keep the leased Premises in good and safe condition.

2. The Manager for the Rental Unit shall be as follows:

Name: _____

Mailing Address: _____

Physical Address: _____

Daytime 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:

B. Tenant's Obligations

1. The Tenant shall comply with all applicable Codes and Ordinances of the Borough of

Coaldale and all applicable State laws.

2. The Tenant agrees that the maximum number of unrelated persons permitted within the Regulated Rental Unit at any time shall be three (3), unless a more restrictive provision is established in the lease, or unless a higher number has specifically been allowed in the Borough Zoning Permit.

3. The 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 applicable Coaldale ordinances.

4. The Tenant recognizes that three (3) or more Disruptive Conduct Reports in any three (3) year period will result in eviction from the property under the Borough of Coaldale Residential Rental Licensing and Inspection Ordinance. The Tenant recognizes that they are responsible for the behavior of the guests on the property and shall not permit them to engage in disruptive conduct.

a. Disruptive Conduct is defined as a form of conduct, action, incident or behavior perpetrated, caused or permitted by an Occupant or Guest of a Regulated Rental Unit that:

i. is a violation of Ordinances of the Borough of Coaldale and that is so loud, untimely as to time of the day, offensive and/or nuisance-causing that it unreasonably interferes with the peaceful enjoyment by other persons of their premises or causes damage to property that is owned by others.

ii. involves music or noise that is disruptive to persons occupying a different dwelling unit.

iii. involves music that is audible from a street, sidewalk or dwelling from a minimum distance of fifty (50) feet from the premises where the sound is originating,

iv. is the subject of a criminal citation for Disorderly Conduct, or

v. is the subject of a criminal citation under the Pennsylvania Crimes Code or the Pennsylvania Liquor Code.

5. The Tenant shall not cause, nor permit nor tolerate to be caused, damage to the premises that is beyond standard wear and tear.

6. The Tenant agrees to make the Rental Unit available for a scheduled inspection by Borough Code Enforcement Officers during reasonable hours, after the Tenant receives advance notice from the Owner or Manager of the Rental Unit that the Borough has requested an inspection.

7. The Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Residential Rental License and Inspection Ordinance of the Borough of Coaldale and that failure to comply with such ordinance may result in eviction of occupants or suspension or revocation of the Owner's privilege to rental a residential unit.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Witness

Tenant *PRINT*

Witness

Tenant

Witness

Tenant