

KULPMONT BOROUGH
Northumberland County Pennsylvania

ORDINANCE 2010-02

AN ORDINANCE

Establishing a Residential Rental Housing License, Registration, and Inspection Program of all Residential Rental Properties; Requiring all Owners of Residential Rental Properties to Designate an Agent for Service of Process; Prescribing Duties of Owners, Agents and Occupants; establishing a Board of Appeals and Prescribing Penalties for Violation.

Whereas, The Borough of Kulpmont has determined that this is necessary to health, safety and welfare of its citizens and:

Whereas, The Borough of Kulpmont is of the opinion this ordinance establishes an effective means to combat blight and deterioration of local residential property, thereby improving the quality of life in the borough.

SECTION 1. DEFINITIONS AND INTERPRETATIONS.

The following words, when used in this ordinance shall have the meanings ascribed to them in this section, except in those instances where the context, words used in the present tense include in the future; words in the plural number include the singular number; words in the singular include the plural, and words in the masculine shall include the feminine and the neuter.

- A. **AGENT** An adult individual designated by the property owner under Section 2 of this ordinance.
- B. **Borough-** Borough of Kulpmont.
- C. **Borough Code-** the building code (2003 edition of the International Property Maintenance Code, as amended, and the Uniform Construction Code, as amended) officially adopted by the Borough, or other such codes officially designated by the governing body of the Borough for the regulation of construction, alteration, additions, repair, removal, demolition, location occupancy and maintenance of buildings and structures. (See Ordinance 2007-2 per adoption of 2003 ICC Property Maintenance Code). This adopts the property maintenance code.
- D. **Department-**the department of code enforcement for the Borough of Kulpmont.
- E. **Disruptive Conduct-** means any form of conduct, action, or behavior perpetrated, caused or permitted by any occupant, or visitor of a rental unit that is so loud, offensive, riotous or otherwise disturbs other persons of ordinary sensibility in their peaceful enjoyment of their premises such that a report is made to the police department, or code enforcement department complaining of such conduct, action, incident or behavior including any and all Borough ordinance violations. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, not that criminal charges or summary charges be filed against any person,

- occupant or visitor in order for a person, occupant or visitor to have perpetrated, caused or permitted the commission of the Disruptive Conduct, as defined herein. Provided, however, that no Disruptive Conduct shall be deemed to have occurred unless the Police Department or the Code Enforcement Officer shall have investigated and made a determination that such did occur and keep written record, including a Disruptive Conduct report or Police Report, of such occurrence. A copy of such report shall be submitted to the Code Enforcement Officer. Notice that a report has been issued shall be provided to the owner or agent of the property from which the report was generated.
- F. **Disruptive Conduct Report-** means a written report from the Police Department or the Code Enforcement Officer to the Code Enforcement Department. Disruptive Conduct reports shall be maintained by the Department.
 - G. **Dwelling Unit-** means a single habitable living unit, having its own toilet, bath, or shower, sink, sleeping and cooking facilities and separate access to the outside at ground level. There may be more than (1) one dwelling unit on a premises.
 - H. **Inspector-** means any person authorized to inspect buildings or systems, e.g. zoning, housing, plumbing, electrical systems, heating systems, mechanical systems, and health, necessary to operate or use buildings within the Borough of Kulpmont.
 - I. **Let for Occupancy-** to permit occupancy of a building or dwelling unit by a person who is not the legal owner of record thereof, pursuant to a written lease, or other agreements.
 - J. **Manager-** An adult individual designated by the owner of a regulated rental unit under this act. The manager shall be the agent of the owner for service of process, receiving notices or demands, Said manger shall be deemed responsible to perform the obligations of the Owner under this article, and under rental agreements with occupants.
 - K. **Occupant-** a person who resides at a premise, such as a tenant or any other individual that is allowed on the premises by such resident or tenant.
 - L. **Owner-** means one or more persons, jointly or separately, vested in all or part of the legal title to the premises, all or part of the beneficial ownership and right to present use and enjoyment of premise, including a mortgage holder in possession of a rental unit due to foreclosure. For purposes of this ordinance, it also includes landlord.
 - M. **Owner-occupant-** means an owner who resides in a dwelling unit on a regular, permanent basis.
 - N. **Person-** any natural person, partnership, firm, association, corporation, or municipal authority.
 - O. **Police Department-** means the police department of the Borough of Kulpmont or any member thereof sworn to enforce laws and ordinances in the Borough.
 - P. **Premises-** means any parcel or real property in the Borough, including the land and all buildings and apartment structures or common areas on which one or more rental units are located.
 - Q. **Property Maintenance Code-** the property maintenance code as adopted by the Borough from time to time, (for information on the property maintenance code, contact the department).

- R. **Property Owner-** any person, agent, trustee, or manager having a legal or equitable interest in the property, or recorded in the official records of the Commonwealth, county, or municipality as holding the title to the property; or otherwise having control of the property including the guardian, or executor or administrator of the estate of any deceased person.
- S. **Registration Certificate-** a “certificate of occupancy” issued by the department indicating that the owner of the rental property has paid for and received a passing inspection.
- T. **Related or Relative-** persons who are related by blood, marriage, adoption or formal foster relationship that result in one of the following relationships: brother, sister, parent, child, grandparent, grandchild, great-grandchild, uncle, aunt, nephew, niece, sister-in-law, brother-in-law, mother-in-law, father-in-law, or first cousin. This definition shall not include relationships such as second, third, or fourth cousins.
- U. **Rent to Own-** “rent to own” will for the purpose of this ordinance will be known as owner financing. A rent to own agreement shall be reported to the Code Department. The owner on a deed of record shall be required to comply with all regulations of this ordinance, regardless of any private agreement to transfer the property at a later date
- V. **Rental Unit-** means a dwelling unit occupied by one or more tenants.
- W. **Tenant-** any person who occupies a rental unit within a rental property regardless of whether such person has executed a lease for said premises.

SECTION 2. APPOINTMENT OF AN AGENT

Each property owner who is not owner-occupied, or who does not reside in the Borough of Kulpmont shall appoint an agent of legal majority who shall live in the Borough or within a (30) thirty mile radius of the Borough. The owner shall not designate any tenant as an agent.

SECTION 3. DUTIES OF OWNER OR AGENT

- A. It shall be the owner or agent’s responsibility to obtain the proper inspection and certificate of occupancy prior to permitting occupancy of the residence.
- B. The owner or agent shall receive notices and correspondence, including service of process, from the Borough: do or arrange for the performance of maintenance, cleaning, repair, pest control, snow and ice removal and ensure continued compliance of the premises with the property maintenance codes, building codes continued compliance of the premises with the property maintenance codes, building codes and any other codes in effect in the Borough of Kulpmont, as well as arrange for garbage removal.
- C. The name, address and telephone number of an owner and an agent shall be reported to the department in writing on documents provided upon registering the rental units.

- D. It shall be the duty of the owner or agent to permit inspection of the premises and any rental unit therein by the inspector at reasonable times as may be necessary to ensure health, safety, and welfare of the tenants, to respond after disruptive conduct, maintain peace and order, compliance with enacted codes and ordinances, and health regulations.
- E. The owner has the duty to maintain the premises in good repair, clean and sanitary condition, and to maintain the premises in compliance with current property maintenance codes, building codes and zoning regulations of the Borough. The owner may delegate implementation of these responsibilities to the agent.
- F. It shall be the duty of the owner and agent to discourage and prevent as may be possible disruptive conduct, which may result in damage to the premises, breach the peace, and any disturbance the community.
- G. It shall be the duty of the owner or agent, upon the receipt of disruptive conduct reports from the Borough, to contact the occupants, and inform them of their responsibility for their conduct, and that under this ordinance, occupancy of the rental unit can be closed as a result of the occupant's disruptive conduct.
- H. It shall be the duty of the owner/agent, or tenant to produce a lease upon request from the department whenever it is deemed necessary by the department to enforce the Borough ordinance and other codes.
- I. If a rental unit is closed due to (3) three disruptive conduct reports, it shall be the responsibility of the occupant to find housing at their own expense. See section (6) herein relating to the grounds for closing of a rental unit.
- J. If the rental unit is closed due to condemnation, or otherwise closed due to the act or omission of the owner or agent, it shall be the responsibility of the owner to find suitable housing for the occupants at the owner's expense.

SECTION 4. DUTY OF OCCUPANTS/TENANTS

- A. It is the duty of occupants to maintain their rental unit in good sanitary condition; to report necessary repairs to the owner and or manager to properly dispose of garbage, and to avoid disruptive conduct which may damage the premises, or create a breach of the peace, and disturb the community.
- B. Occupancy limit: the maximum number of persons permitted in any rental unit subject to this ordinance at any time shall not exceed the requirements of the property maintenance code.

- C. It shall be the duty of the occupant to make the necessary arrangements for trash removal, and to maintain trash in a manner prescribed in property maintenance code.
- D. An occupant shall not intentionally cause, nor permit, nor tolerate conduct of others that damage the rental unit, common areas, or other premises.
- E. An occupant shall not intentionally cause, nor permit, nor tolerate others committing Disruptive Conduct in the rental unit, in the common areas, and on the premises.

SECTION 5. REGISTRATION/CERTIFICATE OF OCCUPANCY

The department shall have the responsibility for administering the registration of all rental properties with the Borough.

- A. The registration form shall include, but not limited to the name, address, and telephone number of the owner, manager, or the agent and the location of the rental property, the number of rental units and the number of occupants per unit at that particular location. The name(s) of the prospective tenant, former address, contact phone number, identification number (drivers license or other form of identification, date(s) of birth, and the most recent copy of a paid occupational tax bill.
- B. Any rental property owner that does not live in the Borough or within a (30) thirty mile radius of the Borough, must designate an agent in which is either located with the Borough or within the (30) thirty mile radius of the Borough, who is authorized to accept service of process on behalf of the owner of said rental property. Said authorization to accept service shall be signed by the agent and the owner. The owner shall be required to contact the department upon any change of ownership or change of the agent or manager in order to update the Borough records. Failure to provide this information may result in the closure of the property. The department shall issue a Certificate of Occupancy to any person who is required to register a rental property, after said person has complied with the aforementioned standards, has paid for, and successfully completed the registration certification inspection.
- C. The Certificate of Occupancy shall be readily available inside the rental unit, and shall be available upon request of any officer of the borough, including the police department, fire department, or code enforcement officer. If the tenant is unable to produce a certificate, this may constitute an illegal inhabitation and cause for legal action and possible eviction.
- D. The maximum number of occupants shall be listed on the certificate of occupancy along with the names of said occupants, in accordance with each rental unit size. It shall be unlawful for any persons, including a tenant, to allow a greater number of persons than the people listed on the certificate of occupancy to establish

- residency in the dwelling unit. Any person violating this provision shall be subject to the penalty provisions herein.
- E. Any person who owns rental units in the Borough shall notify the Department with (30) thirty days of any change of ownership of the property.
 - F. Failure to register a rental unit with the department within (60) sixty days of the passage of this ordinance, or within (30) thirty days of the purchase or legal conversion of a structure to a rental property shall constitute a violation of this ordinance.
 - G. No Certificate of Occupancy shall be issued if the premises maintains no fire insurance, has delinquent property taxes, sewer fees, or outstanding violations from the Code Enforcement Department as identified by each agency. (Proof of payment in full is required at the time of registration.)
 - H. At the time of registration of a rental unit the owner must supply the name, address, and telephone number of the assigned agent (if applicable) to receive service of process.

SECTION 6. CLOSURE OF RENTAL UNITS

The Department may close a rental unit pursuant to this ordinance when (1) one or more of the following events occurs.

1. A riot, as defined in title 18 of the Pennsylvania statutes, occurs on the premises.
2. Three (3) or more violations of this ordinance have occurred on the premises within any (12) twelve month period.
3. Three (3) or more Disruptive Conduct Reports or police reports are generated from activity on the premises in any (12) twelve month period.
4. An occupant or owner has implied or actual knowledge of drug activity, or is convicted in a court of competent jurisdiction of selling or distributing narcotics or any controlled substances (as defined in the Pennsylvania Statutes), in the rental unit, common areas or on the premises. Said knowledge may be imputed to the Occupant or Owner based on Police knowledge and experience of drug activity at the premises.
5. The rental unit or common areas of the premises are declared by the Code Department, Fire Department or Borough Engineer as unsafe or unfit for human occupancy, or structurally unsafe.
6. The owner has failed to appoint an agent pursuant to section 5 (b) to respond to and receive notices from the Borough.

7. The owner has failed to comply with local property maintenance codes, building codes and other codes as adopted from time to time by the Borough, if any violations thereof are found; the owner has failed to pay the fine or rectify the underlying problem which generated a notice of violation or a citation from the department regarding the condition of the premises as described by the department; has failed to come into compliance with code ordinances or the law which the owner has violated within such time as the department may state.
8. No rental property shall be authorized to be occupied prior to inspection and compliance with the requirements set forth by this ordinance.
9. Upon the eviction of a tenant for Disruptive Conduct as prescribed herein, the evicted tenant shall not enter into another rental or lease agreement within the borough for a period of (1) one year from the date of eviction.
10. The owner fails to report a “rent to own agreement to the department.
11. The owner fails to carry or maintain casualty and fire legal liability insurance (See Section 8).

Any person found in violation of any events numbered 1 through 12 shall be ordered to be closed by the Borough for a period of time which will be the lesser of the time needed to cure the violating event or (6) six months. Each re-opening without having cured the violating event shall be considered a new violation subject to a new closure order.

RENTAL UNIT BOARD OF APPEALS

1. Any person contesting the closure of a rental property or until under this ordinance relating to housing, building, health or disruptive conduct, may appeal such order within (14) fourteen working days from the date thereof to Rental Unit Board of Appeals. Said appeal must be in writing setting forth the specific errors or reasons for appeal, and the relief requested. Said appeal shall be deposited in the Office of the Borough, who shall forward it to the Rental Unit Board of Appeals, and Code Department.
2. The Rental Unit Board of Appeals shall consist of three (3) regular members, and two (2) alternate members, who may substitute in the event of the absence of one or more regular members. No alternate may substitute for the chairperson of the board.
3. The regular and alternate members shall be appointed by borough council. The regular members of the board shall consist of one councilperson, one citizen resident, and one landlord. The alternate may consist of one citizen resident and one landlord. All regular and alternate members of the board shall serve a two (2) year term, and be subject to reappointment at the pleasure of council.

4. The Rental Unit Board of Appeals shall have the following powers:
 - a. To adopt and administer the rules of procedure regarding its organization, officers, times, and places of meetings, conduct of meetings and other legal procedures relating to the hearing and determination of appeals and other matters within (10) ten working days following the appeal hearing. The decision shall be filed in the Office of Borough and sent to the owner or agent by certified mail.
 - b. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by the department in the enforcement of provision of this ordinance.
 - c. To modify any notice of violation or order and to authorize a variance from the terms of this Ordinance when due to special circumstances, undue hardship would result from literal enforcement, and where such variance continues to substantially comply with the spirit and intent of this Ordinance.
 - d. To grant a reasonable extension of time for the compliance where there is a demonstrated case of hardship and evidence of bona-fide intent to comply within a reasonable time period.
 - e. In exercising the above-mentioned powers, the Board shall act with reasonable promptness in scheduling appeal hearings, and seek to prevent unwarranted delays prejudicial to the party involved and to the public interest.
 - f. The Board may reverse or affirm in whole or part, or may modify the order, requirement, decision, or determination as justice would require. In its determination, the board shall be bound by this Ordinance and shall not ignore the clear provisions and intent of this Ordinance.
 - g. Any person, including the department, aggrieved by any decision of the Board, may appeal to the Court of Common Pleas of Northumberland County. Such appeal shall be made by filing a legal petition which shall set forth the factual and legal basis upon which the decision of the Board is alleged to be illegal, in whole or in part. Such petition shall be presented to the Court of Common Pleas and a notice thereof must be given to the Borough or Department pursuant to the applicable rule of procedure.
 - h. If the appeal is of a third Disruptive Conduct Report and the decision of the Department has been affirmed, and no appeal is pending, within ten (10) working days after the expiration of the time for compliance as required by the decision of the Board, the Department shall reinspect to determine

whether the occupant has voluntarily moved from the premises or the owner has initiated eviction proceedings.

- i. If, when so required by a third Disruptive Conduct Report, the occupant has not voluntarily moved or the owner has not initiated eviction proceedings, the Department shall revoke the Certificate of Occupancy.
- j. The Disruptive Conduct Report and all records of all proceedings and the final disposition of the matter outlined in the appeal shall be public and available for inspection; provided, however, that the Department may prescribe reasonable regulation regarding the time and manner of inspection.

SECTION 7. NOTICES

- A. A notice shall be sent to the owner or agent, if applicable, by regular first class mail at the address stated for service on the most recent registration application for the premises in question. If no such registration exists, notice shall be sent to the address of the record owner of the premises as listed in the deed and/ or the address listed in the Tax Assessment Office. If such notice is not returned by the United States Postal Authorities within (7) seven days of its deposit in the US Mail, then it shall be deemed to have been delivered to and notice received by the addressee on the (7th) seventh day following its deposit in the United States Mail.
- B. In the event that the notice is returned by the postal authorities, for whatever reason, then the notice may be affected by posting of the notice in a conspicuous place on the premises.
- C. For the purpose of this ordinance, any notice required hereunder to be given to the agent shall be deemed as notice given to the owner.

A claim lack of knowledge by the owner, or agent, if applicable, of any violation hereunder cited shall be no defense to the closure of a rental unit, as long as all notices prerequisite to such proceedings has been given in accordance with the provisions of this ordinance.

SECTION 8. CASUALTY AND FIRE LEGAL LIABILITY INSURANCE

In order to protect the health, safety, and welfare of the residents of the Borough, it is hereby declared that the Borough shall require casualty and fire legal liability insurance for all property owners letting property for occupancy in the Borough.

- A. Minimum coverage; use of insurance proceeds. All property owners owning rental property in the Borough shall be required to obtain a minimum of (\$75000) seventy five thousand dollars in fire legal liability insurance, and casualty insurance, a copy of said policy shall be provided to the Borough on a yearly basis. Further, in the event of any fire or loss covered by such insurance, it shall be the obligation of the property owner to use such insurance proceeds to cause the

restoration or demolition or other repair of the property in adherence with all applicable ordinances or codes.

- B. Property owners to provide Borough with insurance information. All rental property owners shall be required to submit a certificate of insurance on their rental property to the department along with their application for Rental Property registration form, A Certificate of Occupancy shall not be issued to any person unless the aforementioned information has been provided to the Department. The Department shall be informed of any change in insurance policies, for a particular rental property or cancellation of a policy for said property within (10) ten days of said change or cancellation.
- C. The failure of the owner to carry the aforementioned insurance coverage on a property will result in the denial of a Certificate of Occupancy. The failure to maintain (i.e. drop) existing coverage will result in closure of the rental property or unit.

SECTION 9. FEES

Fees for the administration of this ordinance shall be determined by resolution from time to time by Borough Council.

SECTION 10. ENFORCEMENT

The following persons are hereby authorized to enforce this ordinance.

- Any member of the Borough Police Department, and or the Code Enforcement Department.

SECTION 11. EXCEPTIONS TO THE ORDINANCE

The following rental units are exempt from the terms of this ordinance

- Elderly multi dwelling units where 75 % or more of the occupants are persons over the age of (65) sixty-five, and contain at least a minimal of 10 units.
- Hotels and or Motels

SECTION 12. VIOLATION AND PENALTIES

Any person, corporation, partnership or entity whom shall violate any provision of the Ordinance shall be charged with a summary violation, and upon conviction thereof, be sentenced to pay a fine of not less than \$100.00 and not more than \$300.00 plus costs and in default of payment thereof, suffer up to thirty (30) days imprisonment. Every day that the violation of this ordinance continues to be punishable to full extent of the law under the provisions of those ordinances, codes or regulations in effect at the time of the violation was committed.

SECTION 13. SAVING CLAUSE

This ordinance shall not affect violations of any ordinances, code or regulation existing prior to the effective date hereof, except as explicitly contrary hereto, and any such violations shall be governed and shall continue to be punishable to the full extent of the law under the provisions of those ordinances, codes or regulations in effect at the time the violation was committed.

SECTION 14. SEVERABILITY

In any section, clause or provision of this ordinance shall be held invalid or unconstitutional by the court of competent jurisdiction such decision shall not affect any other section, clause, provision, or portion of this ordinance so long as it remains legally enforceable minus the invalid portion. The Borough reserves the right to amend this ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of purpose of this ordinance, and the effective administration thereof.

SECTION 15. EFFECTIVE DATE

This ordinance shall become effective immediately upon approval of the Borough Council.

ADOPTED ON THIS 24th DAY OF AUGUST 2010

ATTEST:

MYRON F. TURLIS
MAYOR

BRUNO R. VARANO
PRESIDENT OF COUNCIL

RHONDA WILK
BOROUGH SECRETARY