

MONTROSE BOROUGH  
SUSQUEHANNA COUNTY, PENNSYLVANIA

ORDINANCE NO: 2019-03

AN ORDINANCE CREATING CHAPTER 88 OF THE CODE OF THE BOROUGH OF MONTROSE ENTITLED "RESIDENTIAL RENTAL REGISTRATION ORDINANCE".

SECTION I:

Chapter 88 of the Code of the Borough of Montrose, Susquehanna County, Commonwealth of Pennsylvania, is hereby created and enacted as follows:

**Residential Rental Registration**

**88-1 Title.**

This Chapter shall be entitled "Residential Rental Registration".

**88-2. General.**

It is the purpose of this Chapter and the policy of the Borough, 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 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 laws, ordinances and Codes adopted to protect and promote public health, safety and welfare. Additionally, it is the policy of the Borough to provide for the uniform and equitable collection of taxes levied within the Borough. As a means to those ends, this Chapter provides for a system of registration, inspections, issuance and renewal of Rental Occupancy Licenses and sets penalties for violations. This Chapter shall be liberally construed and applied to promote its purposes and policies.

**88-3 Definitions.**

**BOROUGH** – The Borough of Montrose, Susquehanna County, Commonwealth of Pennsylvania, acting by and through its governing body, the Borough Council.

**CODE** – The Code of the Borough or ordinance adopted, enacted and/or in effect in and for the Borough 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 Chapter: the Code of the Borough of Montrose, the Uniform Construction Code (hereinafter "UCC"), the Montrose Borough Zoning Ordinance and any duly enacted amendment or supplement to any of the above and any new enactment falling within this definition.

**CODE ENFORCEMENT OFFICIAL** - The duly appointed Code Enforcement Official(s) having charge of the Office of Code Enforcement of the Borough and any assistants or agents.

**COMMON AREA** - Any area within a Structure or on a Premises 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** – Any one or more of the following:

- 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. 51-101 et seq.), or the Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. 5780-101 et seq.); or
- F. Any form of conduct, action, incident or behavior perpetrated, caused or permitted by any Occupant or Guest of an Occupant of a Residential Rental Unit that disturbs other individuals of reasonable sensibility in their peaceful enjoyment of their Premises such that a report is made to a law enforcement agency. It is not necessary that such conduct, action, incident, or behavior, constitute a criminal offense, nor that criminal charges be filed against any individual in order for an individual to have perpetrated, caused or permitted the commission of disorderly conduct, as defined herein.

**GUEST** - A Person on the Premises with the actual or implied consent of an Occupant.

**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 to perform the duties of an Owner.

**OCCUPANT** - Any individual living or sleeping for a prolonged period of time in any Structure on the Premises, including a Tenant of a Residential Rental Unit.

**OWNER** - Any Person having a legal or equitable interest in the Premises or having any document recorded in the official records of the state, county or municipality in which the Premises is located

identifying said Person as holding title to the Premises, or any Person having control of the Premises, including the guardian, executor or administrator of the estate of any such Person.

**OWNER-OCCUPIED RESIDENTIAL RENTAL UNIT** - A Residential 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.

**PREMISES** -- The real property upon which a Residential Rental Unit is located and the Structures and improvements within which a Residential Rental Unit exists, along with all Common Areas.

**RENTAL OCCUPANCY LICENSE** - The license issued to the Owner of Residential Rental Unit(s) authorized by this Chapter, which is required for the lawful rental and occupancy of Residential Rental Units.

**RENTAL REGISTRATION AND PROPERTY MAINTENANCE HEARING BOARD** -- A board of three (3) individuals appointed by the Borough and serving at the pleasure of the Borough to hear and conduct appeals of Owners and Occupants from decisions of the Codes Enforcement Official.

**RESIDENTIAL RENTAL AGREEMENT** - A written or oral agreement between Owner and an Occupant of a Residential Rental Unit.

**RESIDENTIAL RENTAL UNIT** - Any residential Structure within the Borough 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 Residential Rental Unit 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** -- A Person who resides in a Residential Rental Unit or who provides for individuals to reside in a Residential Rental Unit, excluding Owners residing in Owner-occupied Residential Rental Unit, with whom a legal relationship exists with the Owner of said Premises pursuant to a Residential Rental Agreement or pursuant to the laws of the Commonwealth of Pennsylvania.

#### **88-4. Owner's Duties.**

1. General. It shall be the duty of every Owner to keep and maintain the Premises, and particularly all Residential Rental Units and Common Areas, in compliance with all applicable State laws and regulations, the Code and all other Borough ordinances. It is also the duty of every Owner to keep such Premises in a good and safe condition by promptly making any and all repairs

necessary to fulfill this obligation. The Owner shall be responsible for all property maintenance, including, but not limited to:

- A lawn mowing;
- B garbage, rubbish and refuse removal;
- C ice and snow removal; and
- D for making any and all repairs in and around the Premises and of the Structures and improvements thereon.

As provided for in this Chapter, every Owner shall be responsible for regulating the proper and lawful use and maintenance of every Residential Rental Unit. Nothing contained in this Chapter shall 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 Guests may have as a result of their conduct or activity under any private cause of action, civil or criminal enforcement proceeding, or pursuant to criminal law; nor shall this Chapter 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 or Guest based on the Occupant's and/or Guest's conduct or activity. Nothing herein is intended to impose any additional civil/criminal liability upon an Owner other than that which is imposed by existing law or this Chapter. This Chapter is not intended to, nor shall its effects be, to limit any other enforcement remedies which may be available to the Borough against an Owner, Occupant or Guest occupying a Residential Rental Unit.

2. Designation of Manager.

- A Every Owner who is a natural Person and not a full-time resident of the Borough, or who does not live within twenty (20) miles of the Borough, or who is not employed within (20) miles of the Borough, shall designate a Manager, who is an individual and not an entity to act on the Owner's behalf. The Manager shall either reside in or be employed within twenty (20) miles of the Borough. For any Owner who is a natural Person and not an entity, residing in the Borough or living within twenty (20) miles of the Borough for a period greater than six (6) consecutive months in any calendar year, but not for the full year ("part-time resident"), such part-time resident need not designate a Manager for the time the part-time resident actually resides in or lives within twenty (20) miles of the Borough. Prior to residing in a location other than the Borough or the aforesaid twenty (20) mile radius, the part-time resident shall designate a Manager and advise the Borough Secretary of the Manager's identity.
- B If the Owner is a corporation and an officer of the corporation does not reside, or is not employed within, twenty (20) miles of the Borough, the corporation shall designate a Manager. If the officer resides in, or within twenty (20) miles of, the Borough, then the officer shall be the designated Manager.
- C If the Owner is a partnership and a partner of the partnership does not reside, or is not employed within, twenty (20) miles of the Borough, the partnership shall

designate a Manager. If the partner resides in, or within twenty (20) miles of, the Borough, then the partner shall be the designated Manager.

- D The Manager shall be the agent of the Owner for service of process, for receiving notices and demands as required by this Chapter, and for performing the obligations of the Owner under this Chapter. The identity, address and telephone number(s) of an individual who is designated as a Manager hereunder shall be provided by the Owner to the Borough Secretary and such information shall be kept current and updated as it changes.
- E It shall be presumed, for the purposes of this Chapter, that any communication with a Manager shall serve as a communication with the Owner.
- F An Owner shall have the privilege of designating a Manager even if this Chapter does not require the designation of a Manager.
- G A Manager may not be an Occupant of a Residential Rental Unit.
- H Every Owner shall designate a Manager within thirty (30) days of the Effective Date of this Ordinance.

3. Changes in Ownership, Number of Residential Rental Units or Owner Occupancy.

- A Within ten (10) days of the date a new Owner acquires a Premises, the new Owner shall notify the Borough Secretary, in writing, of the change in ownership of the Premises and if required by this Chapter, the identity of the Manager of the Premises.
- B Within ten (10) days of the date a change occurs in the number of Residential Rental Units on the Premises, the Owner shall notify the Borough Secretary, in writing, of the changes in sufficient detail.
- C Within ten (10) days of the date a Residential Rental Unit converts from Owner-occupied to non-Owner-occupied, the Owner shall notify the Borough Secretary, in writing, of the change.

4. Owner's Obligation Not to be Assigned. Owner shall not assign nor otherwise require an Occupant to fulfill the Owner's duties of this §88-4.

5. Registration. Every Owner must register all of his/her/its Residential Rental Units, whether occupied or vacant, in accordance with the following:

- A All Owners must register their Residential Rental Units with the Borough Secretary beginning January 1, 2020, but no later than January 31, 2020, for calendar year 2020. For each subsequent year, Owners who acquire Residential Units must register said units with the Borough Secretary and obtain a Rental Occupancy License within then (10) days of their acquisition. An Owner may not enter into a Residential Rental Agreement with an Occupant or allow any occupancy of the Residential Rental Unit until the Residential Rental Unit is registered and a Rental Occupancy License is obtained.

- B Any Owner who converts any Structure or part thereof to a Residential Rental Unit shall register the Residential Rental Unit with the Borough Secretary and obtain a Rental Occupancy License, as hereinafter set forth, prior to entering into a Residential Rental Agreement with an Occupant or allowing any occupancy of the Residential Rental Unit.
- C The Owner of a Residential Rental Unit must update the registration information on record with the Borough Secretary within ten (10) days of any changes of the information required to be reported by this Chapter.
- D In the event that a change of occupancy occurs subsequent to obtaining a Rental Occupancy License, the Owner shall notify the Borough Secretary of said changes within ten (10) days of the occurrence of said change.

6. Inspections.

- A An Owner shall allow the Codes Enforcement Official to inspect all Residential Rental Units. The Codes Enforcement Official shall schedule an inspection with the Owner or Manager, as the case may be, for a date certain. If the Owner or Manager is not available on the date identified by the Codes Enforcement Official, the Owner or Manager must advise the Codes Enforcement Official of the Owner's or Manager's unavailability no less than seventy-two (72) hours before the time scheduled for the inspection. At the same time the Owner or Manager advises the Codes Enforcement Official of his/her/its unavailability the Owner or Manager must provide the Codes Enforcement Official three (3) dates that the Owner or Manager will be available within two (2) weeks following the initially scheduled inspection. If the Owner or Manager cancels or fails to keep the second inspection date, then said cancellation or failure to allow the inspection will constitute a violation of this Chapter.
- B The inspections shall be completed as follows:
  - i The Code Enforcement Official shall inspect all Residential Rental Units once a year and record the inspection on a written inspection report. The inspection report shall be signed and dated by the Codes Enforcement Official, and the Owner or Manager. Inspections may be made by the Code Enforcement Official anytime within the said year.
  - ii A copy of the inspection report shall be provided to the Owner or Manager.
- C Findings of violations.

- i The Owner of a Premises which has been found to be in noncompliance with this Chapter shall be subject to a Notice of Violation containing a timeframe for corrective actions.
- ii 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 Official.
- iii Vacant Premises and Residential Rental Units with unresolved violations shall not be occupied unless and until the violations have been corrected and the Codes Enforcement Official has deemed that the Premises and Residential Rental Units have met the criteria of this Chapter, the Code and any other applicable ordinances of the Borough.
- iv The Code Enforcement Official may re-inspect any Premises and Residential Rental Unit subject to a Notice of Violation upon expiration of the corrective action deadline or upon notice from the Owner or Manager that the violations have been rectified.
- v Upon a showing of probable cause that a violation of this Chapter, the Code, any other ordinance of the Borough, or State law or regulation has occurred, or is ongoing, the Code Enforcement Official may apply to the Court of Common Pleas of Susquehanna County for a warrant to enter and inspect the Premises. In the event the Residential Rental Unit is unoccupied or involves any Common Area, the requested warrant shall be directed to the Owner or Manager. In the event the Residential Rental Unit is occupied, the requested search warrant shall be directed to the Occupant of the Residential Rental Unit.

- D If a Residential Rental Unit has remained in full compliance for a period of two (2) years, then the Premises' routine inspection interval may be extended to two (2) years. This extension will automatically be revoked upon discovery of violations.
- E The Owner of any Premises 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 Official to determine compliance with this Chapter, the Code, any other applicable ordinances of the Borough or State law or regulation. The fee shall be established and amended by a Resolution of the Borough.

7. Landlord-Tenant Act. The Owner shall comply with all provisions of the Landlord-Tenant Act. Nothing contained herein is intended, nor shall, require the Owner to act in contravention of the Landlord-Tenant Act.

#### **88-5. Repairs by Borough.**

If the Owner of a Premises shall neglect, fail or refuse to comply with any notice from the Borough or its Code Enforcement Official to correct a violation of this Chapter, the Code, any other ordinance of the Borough, or State law or regulation, 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 in correcting the violation, plus ten percent (10%) of said costs for each time the Borough shall cause a violation to be corrected. The Owner of the Premises shall be invoiced subsequent to the corrective measures are completed. The Owner shall have thirty (30) days from the date of the invoice to pay the amount due and owing. A municipal lien in the outstanding amount of the invoice shall be imposed upon the Premises as provided by law in addition to reasonable attorney's fees at a rate of Two Hundred Dollars (\$200.00) per hour. The 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 may invoke such other remedies available under this Chapter or any applicable Codes, ordinances or statutes, including, where appropriate, condemnation proceedings, suspension, revocation or non-renewal of the Owner's Rental Occupancy License and actions in equity.

#### **88-6. Occupant Duties.**

1. General. The Occupant shall comply with all obligations imposed upon Occupants by this Chapter, the Code and all applicable ordinances of the Borough, in addition to all applicable provisions of State Law.

2. Health and Safety Regulations.

A Occupants shall keep those portions of the Premises which they occupy or control in a sanitary condition.

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

3. Residential Use. Occupants shall, unless otherwise permitted by applicable law or ordinance, occupy and use the Residential Rental Unit only as a residence.



4. Inspection of Premises. Occupants of a Residential Rental Unit shall permit inspections of the Premises by the Code Enforcement Official, at reasonable times and upon forty-eight (48) hours' notice from the Owner or Manager. An Occupant's refusal to allow entry by the Code Enforcement Official to the Residential Rental Unit or any portion of the Premises under the Occupant's possession or control for the purpose of inspection shall be a violation of this Chapter.

5. Peaceful Enjoyment. Occupants shall conduct themselves and require their Guests to conduct themselves in a manner that will not disturb the peaceful enjoyment of the Premises by other Occupants and Guests, and that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by the individuals occupying same.

6. Reporting of Violation or Eviction. Occupants who have been evicted due to violations of §88-6 of this Chapter, "Occupant Duties", or otherwise found guilty of violating §88-6 of this Chapter, if asked shall answer truthfully and shall advise the Owner of a Residential Rental Unit if they have been evicted from a Residential Rental Unit for violating the terms and conditions of this Chapter.

#### **88-7. Licenses and Inspection.**

1. License Requirement.

A As a prerequisite to entering into a Residential Rental Agreement or permitting the occupancy of any Residential Rental Unit (except as provided in §88-7(I)(C) below), the Owner of every such Residential Rental Unit shall be required to apply for and obtain a Rental Occupancy License for each Residential Rental Unit. An inspection must also be done on each Residential Rental Unit as prescribed in this Chapter.

B A Rental Occupancy License shall be required for all Residential Rental Units.

C The following categories of rental properties shall not require a Rental Occupancy License, and shall not, therefore, be subject to the permitting provision of this Chapter:

- i 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;
- ii Hotels and motels;
- iii Hospitals and nursing homes;
- iv Bed and breakfast units as defined in the Borough's Zoning Ordinance; and
- v Montrose Square Senior Apartments.

- D The application for the Rental Occupancy License shall be on a Borough form, which form shall be available at the Borough's office during normal business hours.
  - E In the event the application for a Rental Occupancy License is denied by the Code Enforcement Official, the Owner shall have the right to appeal to the Rental Registration and Property Maintenance Hearing Board 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 Pennsylvania 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 shall pay to the Borough an annual license fee, in an amount to be established by Resolution of the Borough.
  - C Residential Rental Units remaining in full compliance of this Chapter, the Code, all applicable ordinances of the Borough and State law and regulations for a period of two (2) years as stated in §88-4(6)(D) are subject to only the annual license fee on non-inspection years.
  - D 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. Except for calendar year 2020, after July 31st, non-registration by an Owner will be deemed a violation of this Chapter, at which time the Codes Enforcement Officer shall issue a Notice of Violation.
  - E The Rental Occupancy License shall indicate thereon the maximum number of Occupants in each rental unit.
  - F No Rental Occupancy License shall be issued if the Owner has any unpaid fines and costs arising from enforcement of this Chapter, the Code or any other ordinance of the Borough or if the Owner is delinquent in payment of any other fees to the Borough pertaining to the Residential Rental Unit.

#### **88-8. Enforcement for Violations.**

1. Definitions applicable to §88-8.

- A NOTICE OF VIOLATION - Formal written notification of at least one (1) violation of this Chapter. A Notice of Violation shall, at a minimum, set forth the following:

- i Street address of the Premises upon which the violation of this Chapter exists.
- ii Date of the inspection by the Codes Enforcement Official.
- iii Name of the Code Enforcement Official.
- iv List of violations with specific reference to the section of this Chapter, the Code, any other Borough ordinance or State law or regulation which has been violated.
- v Timeframe/deadline for corrective action.
- vi Potential or actual penalties.
- vii Right of the Owner to appeal the Code Enforcement Official's findings.
- viii Transfer of Ownership clause.

B NON-RENEWAL - The denial of the privilege to apply for a Rental Occupancy License renewal after expiration of the license term. The Borough will permit the Owner to maintain Occupants on the Premises or in a particular Residential Rental Unit until the end of the license term but will not accept applications for renewal of the Rental Occupancy License until a time set by the Code Enforcement Official.

C SUSPENSION - The immediate loss of the privilege to rent a Residential Rental Unit for a period of time set by the Code Enforcement Official. The Owner, after the expiration of the suspension period, may apply for renewal of the Rental Occupancy License if the Owner is in compliance with this Chapter, the Code, other ordinances of the Borough and State Law and regulations. Within five (5) days of suspension by the Code Enforcement Official, the Owner shall take steps to evict the Occupants.

D REVOCATION - The immediate loss of the privilege to rent a Residential Rental Unit for a period of time set by the Code Enforcement Official and the loss of the privilege to apply for renewal of the Rental Occupancy License at the expiration of the time period. Within five (5) days of the revocation, the Owner shall take steps to evict the Occupants.

2. General. The Code Enforcement Official may initiate enforcement proceedings against an Owner for violation of any provision of this Chapter, the Code, any ordinance of the Borough, or State Law or regulation relating to the regulation of the Premises. The Code Enforcement Official may issue a Notice of Violation, impose reasonable conditions on an existing Rental Occupancy License, deny renewal of an Owner's Rental Occupancy License, suspend or revoke an Owner's Rental Occupancy License, and/or impose fines. Upon receiving notice of any violations from the Code Enforcement Official, 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.

3. Grounds for Imposing Enforcement Proceedings. Any of the following may subject an Owner or Occupant to discipline as provided for in this Chapter:

- A An Owner renting a Residential Rental Unit without a Rental Occupancy License.
- B An Owner or Occupant failing to maintain the Premises or any Residential Rental Unit in accordance with this Chapter, the Code, other ordinances of the Borough or State Law or regulations.
- C An Owner not designating a Manager as required by this Chapter.
- D An Owner failing to register any of his/her/its Residential Rental Units.
- E An Owner failing to update ownership and occupancy of the Premises and/or Residential Rental Units.
- F Failure to abate a violation of this Chapter, the Code, other Borough ordinances, or State Law or regulations that apply to the Premises or any specific Residential Rental Unit within the time directed by the Code Enforcement Official.
- G Refusal to permit the inspection of the Premises or any portions thereof by the Code Enforcement Official as required by this Chapter.
- H Owner's failure to evict Occupants after having been directed to do so by the Code Enforcement Official as provided for in this Chapter, pursuant to the Landlord-Tenant Act.

4. Criteria for Applying Enforcement Proceedings. The Code Enforcement Official, when applying discipline, and the Rental Registration and Property Maintenance Hearing Board, when reviewing the Code Enforcement Official's enforcement proceedings, 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 Occupants of the Premises.
- B The effect of the violation on the neighborhood.
- C Whether the Owner has prior violations of this Chapter, the Code and other ordinances of the Borough or has received notices of violations as provided for in this Chapter.
- D Whether the Owner has previously been subject to enforcement proceedings under this Chapter.
- E The effect of enforcement proceedings on the Occupants of a Premises.

- F The action taken by the Owner or Occupant, as the case may be, to remedy the violation and to prevent future violations, including any written plan submitted by the Owner or Occupant.
- G The policies enacted by the Owner and contracts entered into by the Owner to manage the Residential Rental Units to enable the Owner to comply with the provisions of this Chapter.

5. Offenses.

- A Each day during which any Owner or Occupant violates any provision of this Chapter shall constitute a separate violation.
- B First occurrence of a violation, failure to correct a violation or recurrence of a violation shall be subject to the following:
  - i 1st offense. The Owner or Occupant will receive a Notice of Violation which will serve as a formal warning. The Codes Enforcement Official may impose reasonable conditions on an existing Rental Occupancy License to prevent further violations.
  - ii 2nd offense within one (1) year. If an Owner or Occupant is served with a follow-up or second Notice of Violation, then he/she/it shall be subject to fines as set forth in this Chapter. The Codes Enforcement Official may impose additional or different reasonable conditions on an existing Rental Occupancy License to prevent further violations.
  - iii 3rd and subsequent offenses within one (1) year of the previous occurrences. If an Owner or Occupant is served with three (3) or more Notices of Violation within a one-year period, then the Owner or Occupant shall be subject to additional fines as set forth in this Chapter and in the case of an Owner, shall be subject to non-renewal, suspension or revocation of the Rental Occupancy License or in the case of an Occupant, face eviction by the Owner at the direction of the Codes Enforcement Official.
- C An Occupant who violates §88-6(6) of this Chapter, shall be subject to fines pursuant to this Chapter and may face eviction by the Owner at the direction of the Codes Enforcement Official.

6. Penalties.

- A Any Owner or Occupant of a Residential Rental Unit who violates any provision of this Chapter shall have committed a summary offense and upon conviction

thereof be sentenced to pay a fine of not less than \$300.00 but not to exceed \$1,000.00 for each offense the Owner or Occupant has been convicted and/or be imprisoned to the extent allowed by law for the punishment of a summary offense. The Borough Solicitor may assume charge of the prosecution without the consent of the Susquehanna County District Attorney as required by Pa.Crim.P. No. 454.

- B A separate violation shall arise for each day a violation of this Chapter occurs and for each violation of an applicable section of this Chapter.
- C In addition to the penalties set forth herein, a Person convicted of a violation of this Chapter shall also be assessed court costs and reasonable attorney's fees incurred by the Borough in the enforcement proceedings.
- D Penalties imposed through this Chapter shall be collected and paid to the Borough Treasurer.
- E In addition to or in lieu of enforcement pursuant to §88-8(6)(A), the Borough may enforce this Chapter in equity in the Susquehanna County Court of Common Pleas.

7. Appeals.

- A An Owner or Occupant aggrieved by the decision of the Code Enforcement Official shall have the right to appeal the decision to the Rental Registration and Property Maintenance Hearing Board. An aggrieved Owner or Occupant shall file an appeal with the Borough Secretary setting forth a detailed statement including the grounds supporting the appeal, the reason(s) supporting the allegation that the Code Enforcement Official's decision is incorrect, and a statement of relief requested by the Owner or Occupant. The appeal shall be submitted on a form prescribed by Borough and signed by the appealing Owner or Occupant. The Owner or Occupant shall pay a fee at the time that the appeal documentation is filed with the Borough Secretary, the amount of which shall be established and amended by Resolution of Borough. Failure to pay the filing fee shall render the appeal as untimely filed.
- B Appeals must be filed within twenty (20) days from the date printed on the Notice of Violation.
- C Upon receipt of an appeal and the applicable fee, the Borough Secretary shall schedule a hearing before the Rental Registration and Property Maintenance Hearing Board which shall occur within twenty (20) days of the date the appeal was filed. The hearing date may be continued up to twenty (20) additional days by the Borough if the three (3) member Board is unavailable within the initial twenty (20) day period. The hearing date may also be extended by mutual agreement of the parties to the appeal, but all conditions of the Notice of Violation shall remain in

place until the Rental Registration and Property Maintenance Hearing Board conducts the hearing.

- D The Owner or Occupant filing the appeal, the Owner or Occupants of the Premises that have not filed the appeal, the Code Enforcement Official and the Owners of properties within a radius of three hundred (300) feet from the Premises shall receive written notice of the appeal hearing.
- E The Rental Registration and Property Maintenance Hearing Board shall hold a hearing on the appeal which shall be conducted in accordance with the Pennsylvania 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 if the decision is rendered immediately or within forty-five (45) days of the date the decision was made within the thirty (30) day extension. Appeals from any decision of the Rental Registration and Property Maintenance Hearing Board shall be to the Court of Common Pleas of Susquehanna County, Pennsylvania.

8. Delivery of Notification.

- A All notices shall be sent to the Owner and Manager, if applicable, or Occupant by certified mail – return receipt requested or by personal service. In the event that a notice served by certified mail is returned by the United States Postal Service marked "unclaimed" or "refused," then personal service of the notice shall be required. The Code Enforcement Official is hereby empowered to serve the notice, but personal service may be effectuated by any adult individual. The Code Enforcement Official 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 on the Owner or Manager, if applicable, the notice may be sent to the Owner or Manager at the addresses stated on the most current license application for the Premises, if any, by regular first-class mail, postage prepaid. If such notice is not returned by the United States Postal Service within five (5) business days of its deposit with the United States Postal Service, then it shall be deemed to have been delivered to and received by the addressee on the fifth business day following its deposit with the United States Postal Service, and all time periods set forth above shall thereupon be calculated from said fifth day.

9. Transfer of Ownership with open violations. It shall be unlawful for the Owner of any Premises for which a Notice of Violation has been issued to sell, transfer, or otherwise dispose of such Premises until the violations have been fully rectified, as verified by the Codes Enforcement

Official, or during the pendency of an appeal. Provided, however, an Owner may transfer the subject Premises if the Notice of Violation and all administrative and judicial orders relating thereto are provided to the proposed new Owner of the Premises prior to transfer of the subject Premises, as evidenced by a signed and notarized statement from the proposed new Owner acknowledging the receipt of such Notice of Violation and orders. The notarized statement must also contain a provision that the proposed new Owner shall accept all responsibility and liability for the violations identified in the Notice of Violation and orders and shall provide a plan, approved by the Codes Enforcement Official, as to the actions to be taken and the timeframes in which such actions will be completed to remedy the violations.

#### **88-9. Miscellaneous Provisions.**

1. Owners Jointly and Severally Responsible. If any Premises is owned by more than one Person, in any form of joint tenancy, including partnerships, each individual or entity shall be jointly and severally liable for the duties imposed under the terms of this Chapter and shall be jointly and severally subject to prosecution for the violations of this Chapter.

2. Nonexclusive Remedies. The penalty provisions of this Chapter and the license nonrenewal, suspension and revocation procedures provided in this Chapter shall be independent, non-mutually exclusive and separate remedies, all of which shall be available to the Borough as may be deemed appropriate for carrying out the purposes of this Chapter. The remedies and procedures provided in this Chapter for violation hereof are not intended to supplant or replace to any degree the remedies and procedures available to the Borough for violations of the remainder of the Code or any other ordinance of the Borough, whether or not such other Code provision or ordinance is referenced in this Chapter and whether or not an on-going violation of such other Code provision or ordinance is cited as the underlying ground for a finding of a violation of this Chapter.

#### **SECTION II:**

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

#### **SECTION III:**

Repealer. All Ordinances or parts of Ordinances which are inconsistent with the terms hereof are hereby repealed.

#### **SECTION IV:**

Effective Date. This Ordinance shall become effective on January 1, 2020.



Enacted and ordained this 4<sup>th</sup> day of **November** 2019.

Attest:

\_\_\_\_\_  
Lillian T. Senko, Secretary  
Montrose Borough

By: \_\_\_\_\_  
Sean T. Granahan, Council President  
Montrose Borough

Read and approved by me this 4<sup>th</sup> day of **November** 2019.

By: \_\_\_\_\_  
Thomas J. LaMont, Mayor  
Montrose Borough