

**DRAFT ORDINANCE-FOR DISCUSSION PURPOSES ONLY**

MOUNT PLEASANT BOROUGH

COUNTY OF WESTMORELAND

ORDINANCE NO. \_\_\_\_\_

ADOPTED \_\_\_\_\_, 2006

AN ORDINANCE OF THE BOROUGH OF MOUNT PLEASANT, WESTMORELAND COUNTY, PENNSYLVANIA, REGULATING THE RESPONSIBILITY OF RENTAL PROPERTY COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AND LOCAL ORDINANCES; PROVIDING FOR A SYSTEM OF INSPECTIONS, THE ISSUANCE AND RENEWAL OF OCCUPANCY LICENSES AND ESTABLISHING PENALTIES FOR THE VIOLATION THEREOF.

BE IT HEREBY ORDAINED AND ENACTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNT PLEASANT, WESTMORELAND COUNTY, PENNSYLVANIA, AND IT IS HEREBY ORDAINED AND ENACTED BY THE AUTHORITY OF SAME, AS FOLLOWS:

I. GENERAL

A. Purpose/Scope/Declaration of Policy and Findings/Short Title.

1. It is the purpose of this Ordinance and policy of the Council of The Borough of Mount Pleasant 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 certain dwelling units in The Borough of Mount Pleasant 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 for Owners, Managers and Occupants of rental properties to share responsibility for obeying the various Codes adopted for the protection of the public health, safety, welfare and well-being. As a means to those ends, this Ordinance provides for a system of inspections, the issuance and renewal of occupancy licenses and sets penalties for violations. This Ordinance shall be liberally construed and applied to promote its purposes and policies.

2. In considering the adoption of this Ordinance, the Council of The Borough of Mount Pleasant makes the following findings:

a. There is a greater incidence of violations of various Codes of the Borough on residential properties where Owners do not reside in the Borough and rent

such property to two (2) or more unrelated individuals than at Owner-occupied residential properties or family-occupied residential rental properties.

b. There is a greater incident of decline in the maintenance and upkeep of residential properties where Owners do not reside in the Borough and rent such property to two (2) or more unrelated individuals than at Owner-occupied residential properties or family-occupied residential rental properties.

c. This is a greater incidence of disturbances which adversely affect the peace and quiet of the neighborhood at residential properties where Owners rent to two (2) or more unrelated individuals than at Owner-occupied residential properties or family-occupied residential rental properties.

3. The short title of this Ordinance is, and this Ordinance shall be hereafter known as, the "Mount Pleasant Borough Regulated Rental Unit Occupancy Ordinance."

**B. Definitions.**

1. Borough-The Borough of Mount Pleasant, Westmoreland County, Pennsylvania.

2. Code-Any CODE or ordinance adopted, enacted, and/or in effect in and for The Borough of Mount Pleasant concerning fitness for habitation or relating to the construction, maintenance, repair, operation, occupancy, use or appearance of any PREMISES or DWELLING UNIT, AS SAME MAY EXIST ON THE DATE THIS ORDINANCE BECOMES EFFECTIVE, OR AS SAME MAY BE AMENDED FROM TIME TO TIME, OR AS MAY BE HEREAFTER ENACTED BY THE BOROUGH OF MOUNT PLEASANT RELATING TO SAME.

3. Code Enforcement Officer-The duly appointed CODE ENFORCEMENT OFFICER(S) having charge of the Office of Code Enforcement of The Borough of Mount Pleasant, and any assistants or deputies thereof.

4. Common Area-In MULTIPLE UNIT DWELLINGS, space which is not part of a REGULATED RENTAL UNIT and which is shared with other OCCUPANTS of the DWELLING whether they reside in REGULATED DWELLING UNITS or not. COMMON AREAS shall be considered as part of the PREMISES for purposes of this Ordinance.

5. Disruptive Conduct-Any form of conduct, action, incident or behavior perpetrated, caused or permitted by any OCCUPANT or visitor of a REGULATED DWELLING UNIT that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other PERSONS of reasonable sensibility in their peaceful enjoyment of their PREMISES such that a report is made to POLICE and/or to the CODE ENFORCEMENT OFFICER complaining of such conduct, action, incident or behavior. It is not necessary that such conduct, action, incident or behavior constitutes a criminal

offense, nor is it required that criminal charges be filed against any person, for a PERSON to have perpetrated, caused, or permitted the commission of DISRUPTIVE CONDUCT. Provided, however, that no DISRUPTIVE CONDUCT shall be deemed to have occurred unless the CODE ENFORCEMENT OFFICER or POLICE shall investigate and make a determination that such did occur, and keep written records, including a DISRUPTIVE CONDUCT REPORT, of such occurrence.

6. Disruptive Conduct Report- A written report of DISRUPTIVE CONDUCT on a form to be prescribed by the Borough, to be completed by the CODE ENFORCEMENT OFFICER or POLICE OFFICER, as the case may be, who actually investigates an alleged incident of DISRUPTIVE CONDUCT. A copy of all DISRUPTIVE CONDUCT REPORTS shall be maintained by the CODE ENFORCEMENT OFFICER.

7. Dwelling-A building having one or more DWELLING UNITS.

8. Dwelling Unit-A room or group of rooms with a DWELLING, forming a single unit and used for living and sleeping purposes, having its own cooking facilities, and a bathroom with a toilet and a bathtub or shower.

9. Guest-Any PERSON on the PREMISES with the actual or implied consent of an OCCUPANT.

10. Landlord- Any corporation, partnership, entity or one or more PERSONS, jointly or severally, vested with 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 a mortgage holder in possession of a REGULATED RENTAL UNIT. (See also "OWNER").

11. Manager- An adult individual designated by the OWNER of a REGULATED RENTAL UNIT. The MANAGER shall be the agent of the OWNER for a service or process and receiving notices or demands and to perform the obligations of the OWNER under this Ordinance and under RENTAL AGREEMENTS with OCCUPANTS.

12. Multiple- Unit Dwelling- A building containing two (2) or more independent DWELLING UNITS, including, but not limited to, a duplex, row houses, town houses, condominiums, apartment buildings, and conversion apartments.

13. Occupancy License- The License is issued to the OWNER of a REGULATED RENTAL UNIT under this Ordinance, which is required for the lawful rental and occupancy of REGULATED RENTAL UNITS.

14. Occupant- An individual who resides in a REGULATED RENTAL UNIT, whether or not he or she is the OWNER thereof, with whom a legal relationship with the OWNER/LANDLORD is established by a written lease, oral lease, installment land sale

agreement, agreement of sale, other oral or written agreement or understanding of any kind or by the laws of the Commonwealth of Pennsylvania.

15. Owner- Any corporation, partnership entity or one or more PERSONS, jointly or severally, in whom is vested all or part of the legal title to the PREMISES, or all or part of the beneficial Ownership and a right to present use and enjoyment of the PREMISES, including a mortgage holder in possession of a REGULATED RENTAL UNIT.

16. Owner- Occupied Dwelling Unit- A DWELLING UNIT in which the OWNER resides on a regular or permanent basis.

17. Person- A natural PERSON, partnership, corporation, unincorporated association, limited partnership, trust, or any other entity.

18. Police- The POLICE Department of The Borough of Mount Pleasant, or any properly authorized member of officer thereof, or any other law enforcement agency having jurisdiction within The Borough of Mount Pleasant.

19. Premises- Any parcel of real property in the Borough, including the land and all buildings and appurtenant structures or appurtenant elements, on which one or more REGULATED RENTAL UNITS is located.

20. Regulated Rental Unit- A DWELLING UNIT occupied by two (2) or more unrelated PERSONS under a RENTAL AGREEMENT.

21. Rental Agreement- A written agreement, installment land sale contract, agreement of sale, or other written understanding or Agreement entered between OWNER/LANDLORD and OCCUPANT/TENANT, supplemented by the Addendum required by this Ordinance, embodying the terms and conditions concerning the use and occupancy of a specified REGULATED RENTAL UNIT or PREMISES, together with and including any sub-lease or agreement to sub-let thereunder.

22. Tenant- An individual who resides in a REGULATED RENTAL UNIT, whether or not he or she is the OWNER thereof with whom a legal relationship with the OWNER/LANDLORD is established by a written agreement or lease or understanding, or by the laws of the Commonwealth of Pennsylvania. (See also "OCCUPANT" )

23. Unrelated- Of or pertaining to two (2) or more PERSONS not related to one another through blood to the level of second cousins, adoption or marriage.

## II. 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 Codes and provisions of all other applicable state laws and regulations and local ordinances, and to keep such property in good 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 its owns. As provided for in this Ordinance, every OWNER shall also be responsible for regulating the conduct and activities of the OCCUPANTS of every REGULATED RENTAL UNIT which he, she or it owns in the BOROUGH, consistent with the terms of this Ordinance, when such conduct or activity takes place at such REGULATED RENTAL UNIT or upon its PREMISES.

3. In order to achieve those ends, every OWNER of a REGULATED RENTAL UNIT shall be responsible for the conduct and activity of the OCCUPANTS thereof, both contractually and through enforcement, as more fully set forth below.

4. This Section shall not be construed as diminishing or relieving, in any way, the responsibility of OCCUPANTS or their GUESTS for their conduct or activity; nor shall it be construed as an assignment, transfer, or 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 criminal law; nor shall this section be construed so as to require an OWNER to indemnify or defend OCCUPANTS or their GUESTS when any such action or proceeding is brought against the OCCUPANT based upon the OCCUPANT'S conduct or activity. Nothing herein is intended to impose any additional civil or criminal liability upon OWNERS other than that which is imposed by existing law.

5. This Ordinance shall not be deemed or construed 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. Every OWNER who is not a full-time resident within the geo-political boundaries of the BOROUGH shall designate a MANAGER who resides within the geo-political boundaries of the BOROUGH. If the OWNER is a corporation, a MANAGER shall be required if an officer of the corporation does not reside in the aforesaid geo-political area. Such officer shall perform the same function as a manager. If the OWNER is a partnership, a MANAGER shall be required if a partner does not reside in the aforesaid geo-political area. Such partner shall perform the same function as a MANAGER. The MANAGER shall be the agent of the OWNER for purposes of service of process, receiving notices and demands and for performing the obligations of the OWNER under this Ordinance and under RENTAL AGREEMENTS with OCCUPANTS. The identity, address and telephone number(s) of a PERSON who is

designated as MANAGER hereunder shall be provided by OWNER or MANAGER to the BOROUGH, and such information shall be kept current and updated as it changes.

C. Disclosure.

1. The OWNER or MANAGER shall disclose to the OCCUPANT in writing on or before the commencement of the tenancy:

a. the name, address and telephone number of the MANAGER; if applicable; and

b. the name, address and telephone number of the OWNER of the PREMISES.

2. Before an OCCUPANT initially enters into or renews a RENTAL AGREEMENT for a REGULATED RENTAL UNIT, the OWNER or MANAGER shall furnish the OCCUPANT with a copy of the most recent code inspection report relating to the property.

D. Maintenance of Premises.

1. The OWNER shall maintain the PREMISES in compliance with the applicable CODES and Ordinances of the BOROUGH, together with all applicable laws of the Commonwealth of Pennsylvania and shall regularly perform all routine maintenance, including but not limited to, lawn mowing and ice and snow removal, and shall promptly make any and all repairs necessary to comply with same.

2. The OWNER and OCCUPANT may agree that the OCCUPANT is to perform specified repairs, maintenance tasks, alterations, or remodeling. In such case however, such agreement between the OWNER and OCCUPANT:

a. must be entered into in good faith and not for the purpose of evading the obligations of the OWNER and OCCUPANT;

b. must not diminish or affect the obligation of the OWNER to other OCCUPANTS in the PREMISES; and

c. must be in writing and delivered to the CODE ENFORCEMENT OFFICER of the BOROUGH within thirty (30) days of the date of its entry.

3. In no case shall the existence of any agreement between OWNER and OCCUPANT relieve an OWNER of any responsibility under this Ordinance or other ordinances or codes for the maintenance of PREMISES.

E. Notice of Extended Vacancy.

All Owner Occupied Dwelling Units of Regulated Rental Units and Owner/Manager Dwelling Units of Regulated Rental Units must notify the CODE ENFORCEMENT OFFICER when a unit is going to be vacant for a period exceeding three (3) months, due to matters including, but not limited to, vacation, renovation or the inability to locate an acceptable tenant. Notification shall be provided consistent with this Ordinance.

F. Written Rental Agreement.

1. All RENTAL AGREEMENTS for REGULATED DWELLING UNITS shall be hereafter supplemented with the Addendum attached hereto as Appendix "A". No oral leases and no oral modifications thereof are permitted. All disclosures and information required to be given to OCCUPANTS by the OWNER shall be furnished before the signing of the RENTAL AGREEMENT. The OWNER shall provide OCCUPANT with copies of the RENTAL AGREEMENT and the Addendum upon execution.

2. Terms and Conditions. OWNER and OCCUPANT may include in a RENTAL AGREEMENT terms and conditions not prohibited by this Ordinance or other applicable ordinances, regulations, and laws, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

3. Prohibited Provisions. Except as otherwise provided in this Ordinance, no RENTAL AGREEMENT may provide that OCCUPANT or OWNER agrees to waive or forego rights or remedies under this Ordinance. A provision prohibited by this subsection included in a RENTAL AGREEMENT is unenforceable.

4. Attachment of Ordinance to Rental Agreement. Following the effective date of this Ordinance, a summary hereof in a form provided to OWNER by the BOROUGH, at the time of licensing, shall be attached to each RENTAL AGREEMENT delivered by or on behalf of an OWNER when any such agreement is presented for signing to any OCCUPANT. If a summary has been provided when the RENTAL AGREEMENT was first executed a summary does not have to be provided upon renewal. Where a RENTAL AGREEMENT has been entered into prior to the effective date of this Ordinance, the OWNER shall provide the OCCUPANTS with a copy of the summary within sixty days (60) days after enactment of this Ordinance.

G. Complaints.

The OWNER shall reply promptly to reasonable complaints and inquiries from OCCUPANTS.

H. Landlord/Tenant Act.

The OWNER shall comply with all provisions of the LANDLORD-TENANT Act of the Commonwealth of Pennsylvania.

I. Common Areas.

Where an OWNER does not regulate the use of COMMON AREAS or the behavior of OCCUPANTS and/or GUESTS in the COMMON AREAS, the OWNER shall be deemed directly responsible for the behavior of OCCUPANTS and GUESTS in the COMMON AREA as if the OWNER were an OCCUPANT.

J. Enforcement.

1. Within ten (10) days after receipt of written notice from the CODE ENFORCEMENT OFFICER that an OCCUPANT of a REGULATED RENTAL UNIT has violated a provision of this Ordinance, the OWNER shall take immediate steps to remedy the violation and take steps to assure that there is not a reoccurrence of the violation.

2. Within twenty (20) days after receipt of a notice of violation, the OWNER shall file with the CODE ENFORCEMENT OFFICER a report, on a form provided by the BOROUGH, setting forth what action the OWNER has taken to remedy the violation and what steps he or she has taken to prevent a reoccurrence of the violation. The report shall also set forth a plan as to steps the Owner will take in the future if the violation reoccurs.

3. The CODE ENFORCEMENT OFFICER shall review the report with the Council of The Borough of Mount Pleasant and, if adequate steps have been taken and the plan is adequate to address future violations, the Council may approve the plan. The OWNER shall, on his or her initiative, enforce the plan. The failure to do so shall be a violation of this Ordinance.

4. In the event that a second violation occurs within a license year involving the same OCCUPANT or OCCUPANTS, the Council of The Borough of Mount Pleasant may direct the OWNER to evict the OCCUPANTS who violated this Ordinance and to not permit the OCCUPANTS to occupy the PREMISES during the subsequent licensing period.

K. Code Violations.

Upon receiving notice of any code violations from the CODE ENFORCEMENT OFFICER, the OWNER shall promptly take action, or cause the necessary action to be taken, to abate the offending condition and eliminate the violation.



L. Borough Can Make Repairs.

1. In the event an OWNER of PREMISES shall neglect, fail or refuse to comply with any notice from the BOROUGH or its CODE ENFORCEMENT OFFICER to correct a violation relating to maintenance and repair of the PREMISES under any CODE 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, together with any and all attorney's fees, costs, expenses and/or service charges permitted by law, each time the BOROUGH causes a violation to be corrected. The OWNER of the PREMISES shall be billed after same has been completed. Any such bill which remains unpaid and outstanding after the time specified therein for payment shall be grounds for the imposition of a municipal lien upon the PREMISES as provided by law. Such lien may be reduced to judgment, enforced and collected pursuant to the BOROUGH Ordinance in effect establishing procedures for the collection of Municipal Claims. The remedies provided by this paragraph are not exclusive. The BOROUGH and its CODE ENFORCEMENT OFFICER may invoke such other remedies available under this Ordinance or other applicable codes, ordinances or statutes, including, where appropriate, condemnation proceedings or the declaration of the PREMISES as unfit for habitation; or suspension, revocation, or non-renewal of the License issued hereunder.

M. Inspections by BOROUGH.

The OWNER shall permit inspections of any PREMISES by the CODE ENFORCEMENT OFFICER at reasonable times upon reasonable notice.

N. Compliance with Terms of Ordinance.

No LANDLORD or MANAGER shall let, lease, permit or approve a sub-lease, or otherwise enter into any RENTAL AGREEMENT for a REGULATED RENTAL UNIT without first applying for a LICENSE under this Ordinance and submitting the PREMISES for inspection by the CODE ENFORCEMENT OFFICER or other representative of the BOROUGH to ensure the compliance with the terms of this Ordinance and/or any other Ordinance of the Borough associated with or applicable to, the occupancy of rental units within the BOROUGH and/or building codes and standards associated with same. No LANDLORD or MANAGER shall let, lease, permit or approve a sub-lease or otherwise enter into any RENTAL AGREEMENT for a REGULATED RENTAL UNIT, where either the terms of the RENTAL AGREEMENT and/or the physical condition of the premises fails to comply with all terms and conditions of this Ordinance or any other Ordinance in effect in the BOROUGH applicable to same, such other Ordinances being deemed to include, but not limited to the BOROUGH Basic Property Maintenance Ordinance (Ordinance No. 605), the PENNSYLVANIA UNIFORM CONSTRUCTION CODE as adopted and implemented by the Borough in Ordinance No. 600 and/or the BOROUGH First Safety Ordinance. The failure to comply with this provision, or any other provision or requirement of this Ordinance shall be a violation thereof and subject the violating party to any and all sanctions, penalties and/or remedies available to the BOROUGH as set forth herein.

### III. OCCUPANT DUTIES

#### A. General.

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.

#### B. Health and Safety Regulations.

1. The maximum number of persons permitted in any REGULATED RENTAL UNIT at any time shall not exceed one (1) person for each forty (40) square feet of habitable floor space in said REGULATED RENTAL UNIT. The maximum number of persons permitted in the COMMON AREAS of any MULTIPLE-UNIT DWELLING at any time shall not exceed one (1) person for each fifteen (15) square feet of COMMON AREA on the PREMISES.

2. The OCCUPANT shall dispose from his or her REGULATED RENTAL UNIT all rubbish, garbage, and other waste in a clean and safe manner, and separate and place for collection all recyclable materials, in compliance with the BOROUGH'S Garbage and Solid Waste Collection Ordinance.

#### C. Peaceful Enjoyment.

All OCCUPANTS shall conduct themselves and require other PERSONS, including, but not limited to, GUESTS on the PREMISES and within their REGULATED RENTAL UNIT with his or her consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the PREMISES by others, nor disturb the peaceful enjoyment of adjacent or nearby DWELLINGS by the PERSONS occupying same.

#### D. Residential Use.

No OCCUPANT shall, unless otherwise permitted by applicable law or Ordinance, occupy or use his or her REGULATED RENTAL UNIT for any other purpose than as a residence.

#### E. Illegal Activities.

No OCCUPANT shall engage in, nor tolerate nor permit others on the PREMISES to engage in, any conduct declared illegal under Pennsylvania Crimes Code (18 Pa. C.S.A. \*101, et. seq) or Liquor Code (47 P.S. \* 1-101 et seq), or The Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. \*780-101 et seq).

F. Disruptive Conduct.

1. No OCCUPANT shall engage in, nor tolerate nor permit others on the PREMISES to engage in, DISRUPTIVE CONDUCT, Illegal Activities as set forth above, or other violations of this Ordinance.

2. When POLICE or the CODE ENFORCEMENT OFFICER investigate an alleged incident of DISRUPTIVE CONDUCT, he or she shall complete a DISRUPTIVE CONDUCT REPORT when they find that the reported incident did, in his or her judgment, constitute "DISRUPTIVE CONDUCT" as defined herein. The information filled in on said report shall include, if possible, the identity or identities of the alleged perpetrator(s) of the DISRUPTIVE CONDUCT and all other obtainable information including the factual basis for the DISRUPTIVE CONDUCT requested on the prescribed form. Where the POLICE make such investigation, said POLICE officer shall then submit the completed DISRUPTIVE CONDUCT REPORT to the CODE ENFORCEMENT OFFICER.

3. The CODE ENFORCEMENT OFFICER shall thereafter provide a copy of the DISRUPTIVE CONDUCT REPORT to the Council of The Borough of Mount Pleasant. In the event the Council of The Borough of Mount Pleasant agrees that activity alleged constituted DISRUPTIVE CONDUCT, then Council shall direct the CODE ENFORCEMENT OFFICER to mail a copy of the DISRUPTIVE CONDUCT REPORT to the OWNER or MANAGER and OCCUPANT within three (3) working days of the date of Council's determination.

G. Compliance with Rental Agreement.

The OCCUPANT shall comply with all lawful provisions of the RENTAL AGREEMENT entered into between OWNER and OCCUPANT. Failure to comply may result in the eviction of the OCCUPANT by the OWNER.

H. Damage to Premises.

The OCCUPANT shall not intentionally cause, nor permit nor tolerate others to cause, damage to the PREMISES. Conduct resulting in damage in excess of \$500.00 shall be a violation of this Ordinance.

IV. LICENSES AND INSPECTION

A. License Requirement.

1. Prior to the entry into a RENTAL AGREEMENT or permitting the occupancy of any REGULATED RENTAL UNIT the OWNER of every such REGULATED RENTAL UNIT shall be required to apply for and obtain a License for each REGULATED RENTAL UNIT.

2. A License shall be required for all REGULATED RENTAL UNITS.
3. A License shall not be required for MULTIPLE-UNIT DWELLINGS, however, a License shall be required for each REGULATED RENTAL UNIT existing within the MULTIPLE-UNIT DWELLING structure. The foregoing notwithstanding, all other provisions of this Ordinance shall apply to the COMMON AREAS of the structure.
4. The application for the License shall be in a form as determined by the BOROUGH.
5. The OWNER shall maintain a current list of OCCUPANTS in each REGULATED DWELLING UNIT which shall include their name, permanent address and permanent telephone number. The OWNER shall furnish the list to the BOROUGH upon request and shall notify the BOROUGH of any changes in the number of OCCUPANTS so that revisions can be made to the License.

B. Annual License Term, Fee and Occupancy Limit.

1. Each License shall have an annual term running from July 1 through June 30 of the next year.
2. 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, in an amount to be established from time to time by Resolution of the BOROUGH Council. Such Resolution may provide for more than one fee scale for different categories of PREMISES, as defined in such Resolution. Such Resolution shall also provide for the manner in which the initial Licensing of REGULATED RENTAL UNITS under this Ordinance will be administered.
3. The License shall indicate thereon the maximum number of OCCUPANTS in each REGULATED RENTAL UNIT.

C. Inspection.

1. All PREMISES shall be subject to periodic inspection by the CODE ENFORCEMENT OFFICER or another duly authorized agent for the BOROUGH. Such inspection may take place when an application is submitted for a License, or at any time during the year.
2. The CODE ENFORCEMENT OFFICER is hereby designated as the official authorized to enforce this Ordinance and to take appropriate measures to abate violations hereof, for and on behalf of The Borough of Mount Pleasant.
3. This section shall not be construed so as to limit or restrict the CODE ENFORCEMENT OFFICER'S authority to conduct inspections of PREMISES, whether

or not subject to the permitting and inspection requirements of this Ordinance, pursuant to any other ordinance or Code.

D. Search Warrant.

In the event the CODE ENFORCEMENT OFFICER is denied access to a PREMISES following request, upon a showing of probable cause that a violation of this Ordinance or any other Ordinance of The Borough of Mount Pleasant has occurred, or upon a showing that such CODE ENFORCEMENT OFFICER is otherwise entitled under the laws of the Commonwealth of Pennsylvania to the issuance of a warrant, the CODE ENFORCEMENT OFFICER may apply to the District Justice having jurisdiction in The Borough of Mount Pleasant for a search warrant to enter and inspect the PREMISES, or to obtain from the OWNER and/or MANAGER of the PREMISES any such evidence that a violation of this Ordinance has occurred or is occurring.

V. GROUND FOR NON-RENEWAL

A. General.

The Council of The Borough of Mount Pleasant may initiate or cause the initiation of disciplinary action against an OWNER including, but not limited to the initiation of a CORRECTIVE ACTION PLAN, a formal warning, non-renewal, suspension and/or revocation of the OWNER'S License, following a finding that DISRUPTIVE CONDUCT has occurred on the property or for violation of any provision of this Ordinance that imposes a duty upon the OWNER and/or for failing to regulate the breach of duties by OCCUPANTS as provided hereafter.

B. Disciplinary Action Defined.

Disciplinary action to be taken by the Borough may be in any of the following forms:

1. Corrective Action Plan- Following receipt of a DISRUPTIVE CONDUCT REPORT and making a finding that DISRUPTIVE CONDUCT has occurred, the BOROUGH shall require the OWNER to submit a CORRECTIVE ACTION PLAN detailing how the OWNER has corrected or intends to correct the DISRUPTIVE CONDUCT. Such report shall be in writing, dated and signed by the owner. Following submission of such report, the BOROUGH may affirm, modify or reject such plan in its entirety, whereupon the BOROUGH shall establish its own CORRECTIVE ACTION PLAN and notify OWNER of same. The failure of the OWNER to submit a Corrective Action Plan within ten (10) days of the date of any notice to the OWNER to submit same shall be a violation of this Ordinance and shall cause the BOROUGH to prepare and enforce a CORRECTIVE ACTION PLAN to remedy the DISRUPTIVE CONDUCT. Nothing in this paragraph shall be deemed or construed to prevent the BOROUGH from taking any other remedial measures available to it at law, in equity or under the terms of this Ordinance.

2. Formal Warning- Formal written notification of at least one violation of this Ordinance. Upon satisfactory compliance with this Ordinance and any conditions imposed by the CODE ENFORCEMENT OFFICER and/or the BOROUGH Council, the formal warning shall be removed when the OWNER applies for License renewal at a time set by the CODE ENFORCEMENT OFFICER or by BOROUGH Council.

3. Non-Renewal- The denial of the privilege to apply for License renewal after expiration of the License term. The BOROUGH will permit the OWNER to maintain OCCUPANTS in the PREMISES until the end of the license term but will not accept applications for renewal of the License until a time set by BOROUGH COUNCIL.

4. Suspension- The immediate loss of the privilege to rent REGULATED RENTAL UNITS for a period of time set by BOROUGH Council. The OWNER, after the expiration of the suspension period, may apply for License renewal without the need to show cause why the OWNER'S privilege to apply for a License should be reinstated. Upon suspension, the OWNER shall take immediate steps to evict the OCCUPANTS.

5. Revocation- The immediate loss of the privilege to rent REGULATED RENTAL UNITS for a period of time set by BOROUGH Council and the loss of the privilege to apply for renewal of the License at the expiration of the time period. Upon the loss of privilege to rent, the OWNER shall take immediate steps to evict the OCCUPANTS.

C. Consideration in Applying Discipline.

The CODE ENFORCEMENT OFFICER, when recommending discipline, and BOROUGH Council, when applying discipline, shall take into consideration the following factors:

1. The effect of the violation on the health, safety and welfare of the OCCUPANTS of the REGULATED RENTAL UNIT and other residents of the PREMISES.
2. The effect of the violation on the neighborhood and/or the occupants of surrounding properties.
3. Whether the OWNER has prior violations of this Ordinance and other Ordinances of the BOROUGH or has received notices of violations as provided for in this Ordinance.
4. Whether the OWNER has been subject to disciplinary proceedings under this Ordinance.
5. The effect of disciplinary action on the OCCUPANTS.

6. The action taken by the OWNER to remedy the violation and to prevent future violations, including any written plan submitted by the OWNER.
7. The policies and lease language employed by the OWNER to manage the REGULATED DWELLING UNIT to enable the OWNER to comply with the provisions of this Ordinance.
8. In addition to applying discipline as set forth above, the CODE ENFORCEMENT OFFICER may recommend, and BOROUGH Council may impose upon the existing or subsequent licenses reasonable conditions related to fulfilling the purposes of this Ordinance.

D. Grounds for Imposing Discipline.

Any of the following may subject an OWNER to discipline as provided in this Article:

1. Failure to abate a violation of BOROUGH Codes and Ordinances that apply to the PREMISES within the time directed by the BOROUGH.
2. Engaging in conduct that interferes with or otherwise thwarts or impedes the inspection of the PREMISES by the CODE ENFORCEMENT OFFICER as required by this Ordinance or in the enforcement of 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 file and implement an approved plan to remedy and prevent violations of this Ordinance by OCCUPANTS of a REGULATED RENTAL UNIT as required by this Ordinance.
5. Failure to evict OCCUPANTS after having been directed to do so by the BOROUGH as provided for in this Ordinance.
6. Three related or unrelated violations of this Ordinance or any other Ordinance of the BOROUGH that apply to the PREMISES within a License term. For purposes of this Ordinance, there need be no criminal conviction before a violation may be found to exist. Before a prior violation can be considered under this Section, the OWNER must have received notice in writing of each violation pursuant to the terms of this Ordinance.

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

1. Notification. Following a determination by the BOROUGH that grounds for non-renewal, suspension or revocation of a License exist, the BOROUGH shall notify the OWNER of the action to be taken and the reasons for same. Such notification shall

be in writing, addressed to the OWNER in question, and shall contain the following information:

- a. The address of the PREMISES in question and identification of the particular REGULATED RENTAL UNIT(S) affected.
- b. A description of the violation which has been found to exist.
- c. A statement that the License for said REGULATED RENTAL UNIT(S) shall be either suspended or revoked, or will not be renewed for the next License year beginning July 1 or that the OWNER will receive a formal warning. In the case of a suspension or revocation, the notice shall state the date upon which such suspension or revocation will commence, and in the case of a suspension, shall also state the duration of said suspension.
- d. A statement that, due to the non-renewal, suspension or revocation (as the case may be), the OWNER or any PERSON acting on his, her or its behalf is prohibited from renting, letting, or permitting occupancy of the DWELLING UNIT(S) by more than two UNRELATED individuals subject to said enforcement action, from and during the period said action is in effect.
- e. A statement informing the OWNER that he, she or it has a right to appeal the decision suspending, revoking or declining to renew the License to BOROUGH Council, by submitting in writing to the BOROUGH Manager, within thirty (30) days from the date printed on the notice, a detailed statement of the appeal including the grounds therefore and the reason(s) alleged as to why the determination of the BOROUGH COUNCIL is incorrect or should be overturned. The appeal shall contain a statement of the relief requested by the appellant. Such notice of appeal may be required to be submitted on a form to be prescribed therefore by BOROUGH Council, to be signed by the appellant. There is hereby imposed a fee for filing of such appeals, the amount of which shall be determined and established from time to time by Resolution of BOROUGH Council.
- f. Upon receipt of such an appeal in proper form, accompanied with the requisite filing fee, the BOROUGH Manager shall schedule a hearing before BOROUGH Council not more than thirty (30) days from the date on which the appeal is filed.
- g. The appellant, the CODE ENFORCEMENT OFFICER, and the OWNERS of the properties within a radius of three (300) feet from the PREMISES for which the License is at issue shall receive notice of the hearing on the appeal. Notice of the hearing on appeal shall be sent to



APPELLANT, and those other OWNERS referenced herein, by Regular U.S. Mail at the mailing addresses maintained for same in The Borough of Mount Pleasant Tax Office. No other notice shall be required.

h. The hearing on the appeal shall be conducted by BOROUGH Council in accordance with the Local Agency Law, 2 Pa. C.S.A. Sections 551-555. The appellant and all other parties having an interest may be heard. Based on the facts and arguments of the appellant and of the CODE ENFORCEMENT OFFICER and any POLICE or other public official involved, and any relevant factual presentations of other parties, BOROUGH Council shall make a decision affirming, reversing or modifying the prior action from which the appeal was taken. Such decision shall be rendered at a public meeting either immediately following the hearing, or within thirty (30) days thereafter. The decision shall be reduced to writing stating clearly the factual and legal basis for the decision, within forty-five (45) days after the hearing. If the BOROUGH Council deems it necessary or desirable, it may continue the hearing to a subsequent time and date not later than thirty (30) days from the initial hearing, which time and date shall be openly announced at the initial hearing and in such case, the time limits for rendering the decision and reducing it to writing set forth herein shall be calculated from the last hearing date (at which the substance of the decision is orally announced.)

2. Delivery of Notification.

a. All notices shall be sent to the OWNER and MANAGER, if applicable, by certified mail. In the event that the notice is returned by the postal authorities marked “unclaimed” or “refused”, then the CODE ENFORCEMENT OFFICER within ten (10) days shall serve such notice on the OWNER, MANAGER, and/or OCCUPANT by regular U.S. Mail. The CODE ENFORCEMENT OFFICER shall also post the notice at a conspicuous place on the PREMISES.

b. If service cannot be accomplished after a ten (10) day period, then the notice may be sent to the OWNER or MANAGER at the address stated on the most current License application for the PREMISES in question, by regular first-class mail, postage prepaid. If such notice is not returned by the postal authorities within five (5) days of its deposit in the U.S. Mail, then it shall be deemed to have been delivered to and received by the addressee on the fifth day following its deposit in the U.S. mail, and all time periods set forth under Section 1 above, shall thereupon be calculated from said fifth day.

## VI. VIOLATIONS AND PENALTIES

### A. VIOLATIONS.

It shall be unlawful for any PERSON, as either OWNER or MANAGER of a REGULATED RENTAL UNIT for which a License is required, to operate without a valid, current License issued by the BOROUGH authorizing such operation. It shall also be unlawful for any PERSON, either OWNER or MANAGER, to allow the number of OCCUPANTS of a REGULATED RENTAL UNIT to exceed the maximum limit as set forth on the License, or to violate or fail to otherwise comply with any CORRECTIVE ACTION PLAN or any other term or provision of this Ordinance. IT SHALL BE UNLAWFUL FOR ANY OCCUPANT TO VIOLATE ANY TERM OR PROVISION OF THIS ORDINANCE.

### B. Penalties.

Any violation of this Ordinance shall constitute a summary offence punishable, upon conviction thereof by a District Justice, by a fine not less than Three Hundred Dollars (\$300.00) nor more than One Thousand Dollars (\$1,000.00) Dollars plus costs of prosecution or, in default of payment of such fine and costs, by a term of imprisonment not to exceed thirty (30) days for each offense. Each day a violation continues shall constitute a separate and distinct offense without the necessity of filing a separate citation.

### C. All Remedies Cumulative.

The penalty provisions of this Article and the License renewal, non-renewal, suspension and revocation procedures provided in this Ordinance shall be independent, separate and cumulative remedies, all of which shall be available to the BOROUGH as may be deemed appropriate for carrying out of the purposes of this Ordinance. The remedies and procedures provided in this Ordinance for violation hereof are not intended to supplant or replace, to any degree, the remedies and procedures available to the BOROUGH in the case of a violation of any other Code or Ordinance of the BOROUGH, whether or not such other Code or Ordinance is referenced in this Ordinance and whether or not an ongoing violation of such other Code or Ordinance is cited as the underlying ground for a finding of a violation of this Ordinance. The penalty provisions and remedies contained in this Ordinance are intended to be cumulative. Nothing in this Ordinance shall be deemed or construed to prevent the BOROUGH from engaging in any other remedies to which it may be entitled, at law, in equity or otherwise.

## VII. MISCELLANEOUS PROVISIONS

### A. Notices.

1. For purposes of this Ordinance, any notice required hereunder to be given to a MANAGER shall be deemed as notice given to the OWNER.
2. There shall be a rebuttable presumption that any notice required to be given to the OWNER under this Ordinance shall have been received by such OWNER if the notice was given to the OWNER in the manner provide by this Ordinance.
3. A claimed lack of knowledge by the OWNER of any violation hereunder cited shall be no defense to License non-renewal, suspension or revocation proceedings as long as all notices prerequisite to institution of such proceedings have been given and deemed received in accordance with the applicable provisions of this Ordinance.

### B. Changes in Ownership Occupancy.

It shall be the duty of each OWNER of a REGULATED RENTAL UNIT to notify the CODE ENFORCEMENT OFFICER in writing of any change in Ownership of the PREMISES or of the number of REGULATED RENTAL UNITS on the PREMISES. It shall also be the duty of the OWNER to notify the CODE ENFORCEMENT OFFICER in writing of any increase in the number of OCCUPANTS in any REGULATED RENTAL UNIT or of the changing of a DWELLING UNIT from OWNER-OCCUPIED to NONOWNER-OCCUPIED, which thereby transforms the DWELLING into a REGULATED RENTAL UNIT for purposes of this Ordinance.

### C. Owners Severally Responsible.

If any REGULATED RENTAL UNIT is owned by more than one PERSON, in any form of joint tenancy, in partnership, or otherwise, each PERSON shall be jointly and severally responsible for the duties imposed under the terms of this Ordinance, and may be jointly and/or severally subject to prosecution for the violation of this Ordinance.

### D. Severability.

The terms, provisions and applications of this Ordinance are severable. If any provision of this Ordinance or the application thereof to any PERSON or circumstance is held invalid, such holding shall not affect the remaining provisions of applications of this Ordinance. The remaining provisions and/or applications of this Ordinance shall remain in full force and effect without the invalid provision or application.

E. Repealer.

All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

THIS ORDINANCE IS DULY ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF MOUNT PLEASANT AT A PUBLIC MEETING HELD THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006, AND SHALL TAKE EFFECT IMMEDIATELY.

THE BOROUGH OF MOUNT PLEASANT

By: \_\_\_\_\_  
Michael Tabita, Council President

ATTEST:

\_\_\_\_\_  
Jeffrey Landy, Borough Secretary

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

By: \_\_\_\_\_  
Gerry Lucia, Mayor of Mount Pleasant Borough

ATTEST:

\_\_\_\_\_  
Jeffrey Landy, Borough Secretary

## APPENDIX "A"

The following language shall be inserted in and become a part of every lease or RENTAL AGREEMENT for any REGULATED RENTAL UNIT within the BOROUGH of Mount Pleasant and shall be binding upon the parties hereto:

"The Borough of Mount Pleasant has adopted Ordinance No. \_\_\_\_\_, which prohibits a Tenant from violating the laws of the Commonwealth of Pennsylvania or engaging in DISRUPTIVE CONDUCT as defined therein. The parties hereto do hereby acknowledge that the Owner/Landlord has supplied to the Tenant a summary of this Ordinance prepared by the Borough.

The TENANT shall not engage in any conduct on the leased premises which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall the TENANT permit others on the premises to engage in such conduct.

TENANT shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.

TENANT shall not engage in, nor tolerate nor permit others to engage in DISRUPTIVE CONDUCT on or in the leased premises. DISRUPTIVE CONDUCT is defined under the BOROUGH OF MOUNT PLEASANT Ordinance No. \_\_\_\_\_ as follows:

"Any form of conduct, action, incident or behavior perpetrated, caused or permitted by any OCCUPANT or visitor of a REGULATED DWELLING UNIT that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other PERSONS of reasonable sensibility in their peaceful enjoyment of their PREMISES such that a report is made to POLICE and/or to the CODE ENFORCEMENT OFFICER complaining of such conduct, action, incident or behavior. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor is it required that criminal charges be filed against any person, for a PERSON to have perpetrated, caused, or permitted the commission of DISRUPTICE CONDUCT. Provided, however, that no DISRUPTIVE CONDUCT shall be deemed to have occurred unless the CODE ENFORCEMENT OFFICER or POLICE shall investigate and make a determination that such did occur, and keep written records, including a DISRUPTIVE CONDUCT REPORT, of such occurrence."

TENANT hereby acknowledges and agrees that this tenancy is subject to the provisions of The Borough of Mount Pleasant Ordinance No. \_\_\_\_\_, commonly known as the "Borough of Mount Pleasant Regulated Rental Unit Occupancy Ordinance" (hereinafter BMPRRUOO) and that the issuance by any Municipal Officer of the Borough of Mount Pleasant of a Certificate of Non-Compliance with said Ordinance relating to the leased premises shall constitute a breach of the rental agreement of which

this addendum is a part. Upon such breach, the LANDLORD shall have the right and option to pursue the following remedies:

1. Termination of the rental agreement without prior notice;
2. Bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs;
3. Bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney's fees and costs;
4. Bring an action for damages caused by TENANT'S breach, including reasonable attorney's fees and costs.

A complete copy of the Borough of Mount Pleasant Ordinance No. \_\_\_\_\_, may be obtained by contacting the office of the Borough Manager of the Borough of Mount Pleasant during normal business hours at Mount Pleasant City Hall, Etze Avenue, Scottdale, PA 15683."

The failure to make the above language a part of any lease or RENTAL AGREEMENT shall be a violation of this Ordinance.

EXHIBIT "A"

THE BOROUGH OF MOUNT PLEASANT REGULATED RENTAL UNIT

LICENSE APPLICATION

NAME AND ADDRESS OF  
PROPERTY OWNER:

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CONTACT NUMBERS: (HOME)

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(WORK)

---

(CELL)

---

(EMAIL)

---

NAME AND ADDRESS OF  
LOCAL PROPERTY MANAGER  
(REQUIRED IF OWNER IS A NON-RESIDENT OF THE BOROUGH):

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CONTACT NUMBERS: (HOME)

---

(WORK)

---

(CELL)

---

(EMAIL)

---

ADDRESS OF REGULATED RENTAL UNIT:

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---

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TAX MAP ID NUMBER:

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NUMBER OF OCCUPANTS:

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LEASE START DATE:

---

LEASE TERMINATION DATE:

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NAMES OF ALL TENANTS/OCCUPANTS:

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I, THE UNDERSIGNED, DO HEREBY CERTIFY, SET FORTH AND AFFIRM THAT I AM THE OWNER OF THE ABOVE REFERENCED PROPERTY. I FURTHER SWEAR, UNDER PENALTIES ASSOCIATED WITH UNSWORN FALSIFICATION TO AUTHORITIES THAT:

1. THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF; and

2. I HAVE PROVIDED THE TENANTS REFERENCED ABOVE WITH ALL INFORMATION REQUIRED BY THE BOROUGH OF MOUNT PLEASANT ORDINANCE NO. \_\_\_\_\_ AND THE ATTACHMENT REQUIRED UNDER SAME.

WITNESS:

OWNER:

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\*\*\*\*\* FOR BOROUGH USE ONLY\*\*\*\*\*

DATE APPLICATION SUBMITTED: \_\_\_\_\_

DATE FEE PAID: \_\_\_\_\_

DATE LICENSE ISSUED: \_\_\_\_\_

EXHIBIT "B"

BOROUGH OF MOUNT PLEASANT

REGULATED RENTAL UNIT LICENSE

I, the undersigned, CODE ENFORCEMENT OFFICER of the Borough of Mount Pleasant, Westmoreland County, Pennsylvania, do hereby issue a license to:

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For the occupancy of a REGULATED RENTAL UNIT pursuant to the Borough of Mount Pleasant Ordinance No. \_\_\_\_\_ for a rental unit located at:

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Mount Pleasant, PA 15666.

This LICENSE expires June 30, 20\_\_\_\_, and is subject to renewal pursuant to the terms of the Borough of Mount Pleasant Ordinance No. \_\_\_\_\_ and Resolution No. \_\_\_\_\_.

DATE:

THE BOROUGH OF MOUNT PLEASANT

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CODE ENFORCEMENT OFFICER