

ORDINANCE NO. 2015- \_\_\_\_

**AN ORDINANCE OF THE BOROUGH OF LEWISTOWN, MIFFLIN COUNTY, PENNSYLVANIA, AMENDING AND REVISING THE CODE OF ORDINANCES OF THE BOROUGH OF LEWISTOWN, MIFFLIN COUNTY, PENNSYLVANIA, BY AMENDING CHAPTER 110, CODES, OF THE CODE OF THE BOROUGH OF LEWISTOWN, BY ADDING AN ARTICLE IV ENTITLED RESIDENTIAL RENTAL UNIT REGISTRATION AND REGULATION, AND CONTAINING SEVERABILITY, SAVINGS AND REPEALER CLAUSES.**

**Preamble**

**WHEREAS**, the recent 2010 U.S. Census reveals that there are more “renter occupied” housing units within the Borough of Lewistown (the “Borough”) than “owner occupied” housing units within the Borough; and

**WHEREAS**, renter occupied housing units has frequently resulted in housing units that are not maintained in accordance with the various Codes and Ordinances of the Borough and without proper management thereof by the Owner or the agent of the Owner resulting in health and welfare violations, Maintenance Code and Fire Code violations and resulting in conditions detrimental to the health, safety and welfare of the Borough and its residents; and

**WHEREAS**, in accord with the provisions of the Borough Code, 8 Pa.C.S.A. §101 *et seq.*, Borough Council of the Borough has the power to prohibit nuisances and dangerous structures, to make such regulations that may be necessary for the health, safety, morals, general welfare, and cleanliness of the Borough; to adopt Ordinances in relation to disorderly conduct or disturbing the peace within the Borough; to adopt Codes such as the Construction Code, the Property Maintenance Code and the Fire Prevention Code; and, generally, to make and adopt all ordinances, bylaws, rules and regulations not inconsistent with or restrained by the Constitution of the Commonwealth of Pennsylvania as may be expedient or necessary for the proper management of the Borough and the maintenance of peace, good government and the safety and welfare of the Borough.

**Provisions**

**NOW THEREFORE, INCORPORATING THE AFORESAID PREAMBLE AS AN INTEGRAL PART HEREOF, BE IT ORDAINED AND ENACTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF LEWISTOWN AND IT IS HEREBY ORDAINED AND ENACTED BY THE AUTHORITY OF THE SAME, AS FOLLOWS:**

**SECTION 1. Amendment and Additions to Chapter 110, Codes, of the Code of the Borough of Lewistown.** Chapter 110 of the Code is hereby amended by the addition of an Article IV, entitled “Residential Rental Unit Registration and Regulation”, which shall read as follows:

“Article IV  
Residential Rental Unit Registration and Regulation

§110-46. Short Title. This Article IV shall be known and cited as the Residential Rental Unit Registration and Regulation Ordinance of the Borough of Lewistown.

§110-47. Purpose. It is the purpose of this Ordinance and the policy of the Council of the Borough of Lewistown, in order to protect and promote the public health, safety and welfare of its citizens and residents, to establish rights and obligations of owners and occupants relating to the rental of residential rental units in the Borough of Lewistown 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 ordinances and codes of the Borough so as to protect and promote the public health, safety and welfare. In order to provide for the same, this Ordinance provides for inspections, issuance of and renewal of occupancy licenses and establishes penalties for violations of this Ordinance. This Ordinance shall be liberally construed and applied to promote its purposes and policies. In considering the adoption of this Ordinance, the Borough of Lewistown makes the findings set forth immediately hereinafter.

The Borough Council of the Borough of Lewistown finds that as the number of residential rental units has increased in the Borough, certain pre-existing housing units which heretofore have been owner-occupied are now residential rental units. Many of said residential rental units have been permitted to become deteriorated, unsafe and unsanitary by the owners, some of whom reside at a substantial distance from the residential rental unit, thereby making ordinance and code enforcement more challenging. In many cases, such has also resulted in problems and issues of concern to neighboring property owners. It is also found that in the Borough there is a greater incidence of disruptive conduct as well as problems in relation to maintenance and upkeep of residential properties where a property is not owner-occupied. It is the purpose of this Ordinance to promote the public health, safety and welfare, by requiring compliance with Borough Codes and Ordinances, all so as to promote the health, safety and welfare of the Borough and its citizens and residents.

§110-48. Definitions.

AGENT OR REPRESENTATIVE – Any person representing the actual owner of the premises.

BOROUGH - The Borough of Lewistown, Mifflin County, Pennsylvania.

CODE - any code or ordinance adopted, enacted and/or in effect in and for the Borough of Lewistown concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any premises or residential rental unit, but not limited to The Uniform Construction Code (hereinafter “UCC”), Borough Property Maintenance Code and the

Borough Fire Prevention Code, and any duly enacted amendment or supplement to any of the above and any new enactment relating to the fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any premises or residential rental unit.

**CERTIFICATE OF COMPLIANCE** - The Certificate issued by the Code Enforcement Officer, or other authorized representative of the Office of Code Enforcement of the Borough of Lewistown, which evidences inspection under the provisions of this Ordinance.

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

**COMMON AREA** - any open area within a structure shared by occupants or that the occupants have the right to share including, but not limited to, kitchens, bathrooms, living rooms, dining rooms, attics, basements and any room used for parties, social events or the congregation of people, excepting bedrooms.

**DISRUPTIVE CONDUCT** - any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a residential rental 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 that criminal charges be filed against any person in order for a person to have perpetrated, caused or permitted the commission of Disruptive Conduct, as defined herein. Provided, however, that no Disruptive Conduct for the purposes of this Ordinance shall be deemed to have occurred unless the Code Enforcement Officer or police shall investigate and make a determination that such did occur, and shall have kept written records, including a Disruptive Conduct Report or the like, of such occurrence. Furthermore, Disruptive Conduct for purposes of this Ordinance shall not include contacts made by a resident, a tenant or a landlord for police or emergency assistance by or on behalf of a victim of abuse, a victim of a crime or an individual in an emergency as defined in and as such contacts are protected in accord with Pennsylvania Act No. 2014-200, Protection for victims of abuse or crime, 53 Pa. C.S.A. Section 304, as it may be amended from time to time.

**DISRUPTIVE CONDUCT REPORT** - a written report of disruptive conduct on a form to be prescribed for such to be completed by the Code Enforcement Officer or the police officer, as the case may be, who actually investigates an alleged incident of disruptive conduct and which form shall be maintained by the Code Enforcement Officer.

**DWELLING UNIT** – Any room or group of rooms forming a single housekeeping unit for one family having living, sleeping, sanitary and cooking facilities.

**GUEST** - a person on the premises with the actual or implied consent of an occupant.

LANDLORD - one or more persons, jointly or severally, in whom is vested all or part of the legal title to the premises or all or part of the beneficial ownership and a right to the present use and enjoyment of the premises, including a mortgage holder in possession of a residential rental unit (which mortgage holder in possession shall be deemed to be the same as the “owner” hereunder for purposes of this Ordinance).

LANDLORD-TENANT ACT - The Landlord and Tenant Act of 1951, 68 P.S. §§ 250.101, *et seq.*, as it may be amended from time to time.

MANAGER- A person designated by the owner of a residential unit.

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

OCCUPANT - an individual who resides in a residential 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 lease or by the laws of the Commonwealth of Pennsylvania (same as “tenant”).

OWNER - one or more persons, jointly or severally, in whom is vested all or part of the legal title to the premises or all or part of the beneficial ownership and a right to the present use and enjoyment of the premises, including a mortgage holder in possession of a residential rental unit.

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

PERSON - a natural person, partnership, corporation, unincorporated association, limited partnership, Limited Liability Company, trust or any other entity.

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

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 residential rental units are located.

RENTAL AGREEMENT - a written agreement between owner/landlord and occupant/tenant supplemented by the addendum required under §110-49(5) embodying the terms, conditions, covenants and obligations of the occupant/tenant concerning the use and occupancy of a specified residential rental unit or premises.

RESIDENTIAL RENTAL UNIT - any structure within the Borough of Lewistown which is occupied or intended to be 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 or intends to receive any value, including but not limited to money, or the exchange of services. Each apartment within a building is a residential rental unit requiring inspection and a license.

**STRUCTURE** - any human-made object, the use of which requires an ascertainable stationary location on land, whether or not it is affixed to the land. Each apartment within a building is a separate structure.

**TENANT** - an individual who resides in a residential 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 lease or by the laws of the Commonwealth of Pennsylvania (same as “occupant”).

§110-49. Owner’s Duties and Responsibilities. General Duties and Responsibilities.

1. General Duties and Responsibilities. It shall be the duty of every owner to keep and maintain all residential rental units in compliance with all applicable State laws and regulations and local ordinances and to otherwise keep and maintain the same in good condition. The owner/landlord shall be responsible for regularly performing all maintenance and making any and all repairs in and around the premises. As provided for in this Ordinance, every owner/landlord shall be responsible for regulating the proper and lawful use and maintenance of every dwelling which he, she or it owns. In order to achieve those ends, every owner of a residential rental unit, both contractually and through enforcement, shall be responsible for maintaining the premises and assuring that the occupants are not repeatedly disruptive, as more fully set forth below. 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 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 and/or criminal liability upon an owner other than that which is imposed by existing law. This Ordinance is not intended, nor shall its effect be, to limit any other enforcement remedies that may be available to the Borough of Lewistown against an owner, occupant or guest thereof.
2. Designation of Manager. Every owner who is not a full-time resident of the Borough of Lewistown, and/or who does not live within thirty (30) miles of the boundary of the Borough of Lewistown, shall designate a Manager who shall reside or have an office duly staffed in an area that is within thirty (30) miles from the Borough of Lewistown. If the owner is a corporation, a manager shall be

required if an officer of the corporation does not reside within the above referenced area. The officer shall perform the same function as a manager if the officer resides within said area. If the owner is a Limited Liability Company, a manager as defined in this Ordinance shall be required if a duly designated manager or member of the Limited Liability Company does not reside within the above referenced area. The manager of the Limited Liability Company or member, as applicable, shall perform the same function as a manager, as defined in this Ordinance, if the manager of the Limited Liability Company or member resides within said area. If the owner is a partnership, a manager shall be required if a partner does not reside within the above referenced area. Said partner shall perform the same function as a manager if he officer resides in said area. The manager shall be the agent of the owner for service of process and receiving of notices and demands, as well as for performing the obligations of the owner under this Ordinance and under rental agreements with occupants. The identity, address and telephone number(s) of a person who is designated as manager hereunder shall be provided by the owner or manager to the Borough and such information shall be kept current and updated as it changes.

3. Disclosure.

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, if the manager is a partnership, a corporation, an unincorporated association, a limited partnership, a limited liability company, a trust or any other entity, and not a natural person, then the name, address and telephone number of an authorized representative of the manager who is a natural person shall be provided;
- (B) The name, address and telephone number(s) of the owner of the premises.

4. Maintenance of Premises.

- A. The owner shall maintain the premises in compliance with the applicable codes and ordinances of the Borough of Lewistown and shall regularly perform all routine maintenance-and shall promptly make any and all repairs necessary to fulfill this obligation.
- B. 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 must be

in writing. Such an agreement may be entered into between the owner and occupant only if:

- (1) The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the owner or occupant.
- (2) The agreement does not diminish or affect the duties, responsibilities and obligations of the owner to other occupants in the premises.

C. 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 maintenance of the premises.

5. Rental Agreement/Lease.

A. Disclosures. All disclosures and information that are required to be given to occupants by the owner shall be furnished at or before the commencement of the landlord tenant relationship. The owner shall provide occupant with copies of any rental agreement and addendum upon execution.

B. 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 right and obligations of the parties.

C. Prohibited Provisions. Except as may otherwise be provided by this Ordinance, no rental agreement may provide that the occupant or owner agrees to waive or to forego rights or remedies under this Ordinance. A provision prohibited by this subsection included in a rental agreement is unenforceable.

D. Provision of Summary of Ordinance to Occupant.

(1) Following the effective date of this Ordinance, a summary of Tenant's Covenants and Obligations in substantially the form set forth in Appendix A, shall be provided to the occupant at or before the commencement of the landlord tenant relationship and it shall be attached and be an addendum to the Rental Agreement/Lease for the residential rental unit.

(2) If a summary has been provided at or before the commencement of

the landlord tenant relationship, a summary does not have to be provided upon renewal. Where a rental agreement has been entered into prior to the effective date of this Ordinance, the owner shall provide the occupants with a copy of the summary within sixty (60) days after enactment of this Ordinance.

- E. The owner shall secure a written acknowledgment from occupants that the occupants have received the Tenant's Covenants and Obligations and the disclosures and information required by this Ordinance.
  - F. Upon written request by the Borough of Lewistown, the owner, within ten (10) days of the request, shall furnish to the Borough of Lewistown copies of any lease(s) required by the Landlord Tenant Act that the owner has entered into for residential rental units, including a written acknowledgment that the occupant(s) has/ have received the disclosures and information required by this Ordinance, including a copy of the signed Addendum as set forth in Appendix A of this Ordinance.
6. Registration. Every owner of a residential rental unit must register the unit with the Code Enforcement Officer in accordance with the following:
- A. All owners of residential rental units shall register the units with the Code Enforcement Officer within ninety (90) days after the effective date of this Ordinance.
  - B. Any individual, entity or firm which converts any structure to a residential rental unit or units shall register the residential rental unit or units with the Code Enforcement Officer of the Borough of Lewistown within thirty (30) days of the completion of the conversion of the unit or units or within thirty (30) days of the time when any rent, including the exchange of other services for the unit or units, is obtained or within thirty (30) days of the date within which a tenant or tenants occupies the unit or units, whichever first occurs.
  - C. It shall be the responsibility of the grantee and the grantee's agent in the purchase of the real estate being used or intended to be used as a residential rental unit, including the grantee's attorney or title insurance company, to notify the Code Enforcement Officer within seventy-two (72) hours of any purchase or transfer of a residential rental unit; such notice shall include the name, address and telephone number of the grantee and the address of the purchase of the residential rental unit. Such Notice may be accomplished by written notice being filed in the Borough Codes Office situated in the Lewistown Borough Municipal Building, 2 East Third Street, Lewistown, Pennsylvania.



- D. The owner of a residential rental unit shall update the registration information on record with the Code Enforcement Officer within ten (10) days of any changes of the information set forth below.
  - E. All owners of any residential rental unit living outside of the thirty (30) mile limit as set forth in §110-49 (2) of this Ordinance must have a local manager with a natural person as a contact person who/shall reside within thirty (30) miles of the boundary of the Borough of Lewistown and who shall be available as an emergency contact person.
  - F. Registration information required of all owners and Managers shall include the following:
    - (1) The Owner(s) name(s), address(es), and telephone number(s), including an emergency telephone number, as applicable;
    - (2) The name, address, and telephone number of the Manager (emergency contact person), as applicable;
    - (3) Property address of the residential rental unit(s);
    - (4) Maximum Occupancy per unit;
    - (5) Actual number of occupants of the unit(s);
    - (6) Names and addresses of current tenants;
  - G. Owner(s) shall notify the Codes Office of the Borough located at the Lewistown Borough Municipal Building, 2 E. Third Street, Lewistown, Pennsylvania, in writing, within ten (10) days of a new tenant or tenants occupying a residential rental unit and shall provide the Borough with the name(s) of the new tenant or tenants, the address of the unit and date of occupancy.
  - H. Notwithstanding any other provisions of this Article, the names and address of a tenant shall not be disclosed by any Borough personnel in the event that the tenant is the subject of a court order requiring that such information be kept confidential.
7. Owner Compliance with Landlord-Tenant Act, as amended. The owner shall comply with the Pennsylvania Landlord - Tenant Act, as amended, and shall respond to reasonable complaints and inquiries of the owner's tenants.
8. Smoke Alarms. All owners of residential rental units in the Borough of Lewistown shall be required within ninety (90) days of the effective date of this Ordinance to install smoke alarms, regardless of the occupant load at the following locations (this requirement is meant to be in addition to and not in limitation of any other requirement of law, ordinance, rule or regulation):
- A. On the ceiling or wall outside each separate sleeping area in the immediate vicinity of the bedrooms;

- B. In each room used for sleeping purposes; and
  - C. In each story within a dwelling unit, including basements and cellars, but not including crawl spaces and uninhabitable attics.
9. Carbon Monoxide Detectors. All owners of residential rental units in the Borough of Lewistown shall be required within ninety (90) days of the effective date of this Ordinance to install carbon monoxide detectors in each residential rental unit, where applicable, per law, ordinance, rule or regulation.

§110-50. Inspections.

1. Inspections. The owner of residential rental unit(s) shall permit inspections of any premises by the Code Enforcement Officer at reasonable times upon reasonable notice. In all cases whatsoever, at a minimum, the inspections shall be completed as follows:

A. The Code Enforcement Officer of the Borough of Lewistown shall inspect all residential rental units once every three (3) years and shall record the inspection on a written Inspection Report. For purposes of acknowledgment that the inspection has been made, the Inspection Report shall be signed and dated by the owner of the residential rental unit or his/her/its manager and shall, in addition, be signed by all of the tenants named on the Rental Agreement/lease at the time of the inspection or by the tenants' authorized representative. The Code Enforcement Officer may make inspections anytime within the said year.

B. Beginning with the first (1<sup>st</sup>) day in July immediately subsequent to the adoption of this Ordinance, the Codes Office shall inspect or begin to inspect residential rental units in Wards One (1) and Two (2). Thereafter, beginning with the first day in July of the second (2<sup>nd</sup>) year subsequent to the adoption of this Ordinance, the Codes Office shall inspect or begin to inspect residential rental units in Wards Three (3) and Four (4). Thereafter, beginning with the first (1<sup>st</sup>) day in July of the third (3<sup>rd</sup>) year subsequent to the adoption of this Ordinance, the Codes Office shall inspect or begin to inspect residential rental units in Wards Five (5), Six (6) and (7), and so on from year to year. Accordingly, inspections shall thereafter occur at least once every third (3<sup>rd</sup>) year and the residential rental units in the aforesaid Wards will be as a matter of routine inspected every third (3<sup>rd</sup>) year.

C. Inspections shall include, but not necessarily be limited to, the following

(1) Life and Safety (including Property Maintenance Code and Fire Code Compliance, as such may be amended and revised from time to time) and relating to:

- (a) the panel box – verification of acceptable panel box;
- (b) wood fuel burning appliances;

- (c) hot water heater safety;
- (d) outlets, including random sampling of outlets for polarity and proper grounding and GFCI outlets within 4 feet of water source, as applicable;
- (e) the condition of interior, including holes in walls, holes in flooring or weakness of flooring; and
- (f) otherwise, the condition of the interior.

(2) Façade/Exterior (including Property Maintenance Code and Fire Code Compliance, as such may be amended and revised from time to time), and including:

- (a) house number on the structure;
- (b) unit no. displayed on unit entrance doors;
- (c) broken windows or doors;
- (d) the condition of entrance way, including porches; and,
- (e) otherwise, the condition of the exterior.

2. Noncompliance.

A. Any parcel of real estate containing a residential rental unit which has been found to be in noncompliance with this Article shall be subject to re-inspection by the Code Enforcement Officer as follows:

While each residential rental unit referred to above shall be inspected once every three (3) years, a particular residential rental unit which contains a violation and is in noncompliance of this Article shall be re-inspected as set forth below.

B. In the event of a violation, a vacant residential rental unit cannot be occupied unless and until the unit is re-inspected and approved as meeting the criteria of this Article and any other applicable codes of the Borough of Lewistown as determined by the Code Enforcement Officer.

C. (1) If after inspection of one or more of the residential rental units as set forth above, the Code Enforcement Officer determines that there are violations of any Codes or Ordinances of the Borough of Lewistown, the Code Enforcement Officer shall provide a Notice of Violation which shall at a minimum set forth the following information:

- (a) Street address of the property;
- (b) Date of the inspection;
- (c) Name of the inspector; and
- (d) Violation or List of Violations.

- (2) Within fifteen (15) days of the date of a written notice from the Borough of Lewistown Code Enforcement Officer that there has been a violation of this Article or any other applicable ordinances of the Borough of Lewistown, the owner shall take immediate steps to remedy the violation and take steps to assure that there will not be a reoccurrence of the violation.
- (3) Within twenty-five (25) days of the date of a notice of violation, the owner of a residential rental unit shall file with the Code Enforcement Officer a report on a form provided by the Borough of Lewistown setting forth what action the owner has taken to remedy the violation and what steps he/she/it has taken to prevent a reoccurrence of the violation. The report shall also set forth a plan as to the steps the owner will take in the future if the violation reoccurs.
- (4) The Code Enforcement Officer shall review the report and, if adequate steps have been taken and the plan is adequate to address future violations, shall approve the plan. The owner, on his/her/its initiative shall enforce the plan, and failure to do so shall be a violation of this ordinance of the Borough of Lewistown.

D. If, after a violation as set forth above, a parcel of real estate containing residential rental units or a residential rental unit has no violations of applicable codes of the Borough of Lewistown for a period of two (2) consecutive years, said property shall then be deemed to be back in compliance with the terms and conditions of this Article and shall not then be subject to the re-inspections set forth in this section until there are other violations.

E. If a parcel of real estate in noncompliance with the terms and conditions of this Article or other ordinances of the Borough of Lewistown is sold, then the parcel of real estate shall remain in noncompliance until the sooner of the following has occurred:

- (1) The original two (2) consecutive year period with no violations passes with no further violations; or
- (2) Twelve (12) months pass after purchase by the new owner with no violations of this Article or other ordinances of the Borough of Lewistown.

F. All owners of any real estate containing or upon which are erected any residential rental unit which are in noncompliance with this Article and who desire to sell the parcel of real estate shall notify the purchasers, in

writing, prior to the sale of the parcel of real estate that the parcel of real estate is in noncompliance with the terms and conditions of this Article. Further, any property owner selling a parcel of real estate upon which is erected a residential rental unit or units which are found to be in noncompliance under the terms and conditions of this Article shall notify the Code Enforcement Officer, in writing, within thirty (30) days prior to closing on the sale of said parcel of real estate.

- G. All owners of any parcels of real estate containing residential rental units shall permit access to the property so that the Code Enforcement Officer of the Borough of Lewistown shall be able to complete all inspections necessary to determine compliance with this Ordinance and any other applicable ordinances of the Borough of Lewistown. Refusal to allow entry of the residential rental unit by the Code Enforcement Officer of the Borough of Lewistown to inspect the said unit shall be a violation of this Ordinance.
- H. For the purpose of enforcing this Ordinance, the Code Enforcement Officer may seek to obtain a search warrant issued by a competent authority for the purpose of compelling an inspection or otherwise enforcing the terms and conditions of this Article.
- I. The Code Enforcement Officer may re-inspect any property subject to a notice of violation upon expiration of the time to accomplish repairs or upon notice from the owner that the violations have been rectified.
- J. The owner of any property containing or upon which is erected a residential rental unit shall pay an inspection and re-inspection fee as set forth by the Costs and Fees Schedule 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 subsection relating to Noncompliance or for each time a re-inspection is requested by the Code Enforcement Officer to determine compliance with this Ordinance or any other applicable ordinances of the Borough of Lewistown. The fee set forth herein may be increased or decreased by a Resolution of Lewistown Borough Council.

§110-51. Tenant Registration.

- 1. List of Tenants. Owner shall maintain a list of all tenants who are renting a residential rental unit or residential rental units from owner within the Borough of Lewistown. Owner shall provide the same within ten (10) days of Tenant Registration to the Code Enforcement Officer at the Codes Office situated at the Lewistown Borough Municipal Building, 2 East Third Street, Lewistown, Pennsylvania. Said list shall contain the following information:

- A. Name of Tenant(s);
  - B. Address of residential rental unit; and
  - C. Telephone No. or other contact information deemed sufficient by the Code Enforcement Officer.
2. Updating List of Tenants. Each time there is a new lease for a residential rental unit, owner shall update the list of tenants in the same manner as above with the Codes Office of the Borough of Lewistown, aforesaid, within ten (10) days of entering into the new landlord tenant relationship.

§110-52. Duties of Occupants.

- 1. General. The occupant shall comply with all obligations imposed upon occupants by this Ordinance, all applicable codes and ordinances of the Borough of Lewistown and all applicable provisions of State and Federal Law.
- 2. Health and Safety Regulations.
  - A. The occupant shall at all times comply with all applicable codes and ordinances of the Borough of Lewistown that relate to health and safety.
  - B. The occupant shall deposit all rubbish, garbage and other waste from his or her residential rental unit into containers provided by the owner or landlord in a clean and safe manner and shall separate and place for collection all recyclable materials, in compliance with Borough of Lewistown's Recycling Ordinance and all other applicable ordinances, laws and regulations.
- 3. Peaceful Enjoyment. The occupant shall conduct himself or herself and require other persons including, but not limited to, guests on the premises and within his or her rental unit with his or her consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others, and that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by the persons occupying same.
- 4. Residential Use. The occupant shall, unless otherwise permitted by applicable law or ordinance, occupy or use his or her rental unit for no other purpose than as a residence.
- 5. Illegal Activities. The occupant shall not engage in, nor tolerate, nor permit others on the premises to engage in, any conduct declared illegal under the Pennsylvania Crimes Code (18 Pa.C.S.A. §101 *et seq.*) or Liquor Code (47 P.S. §1-101 *et seq.*), or the Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. §780-101 *et seq.*), and as such provisions of law may be amended from time to time.

6. Disruptive Conduct.
  - A. The occupant shall not engage in, nor tolerate, nor permit others on the premises to engage in disruptive conduct or other violations of this Ordinance.
  - B. When police or the Code Enforcement Officer investigate an alleged incident of disruptive conduct, he or she shall complete a Disruptive Conduct Report upon a finding that the reported incident did, in his or her judgment, constitute disruptive conduct as defined herein. The information 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. In all cases, the Code Enforcement Officer shall mail a copy of the Disruptive Conduct Report to the owner or manager within three (3) working days of the occurrence of the alleged disruptive conduct, whether the person making the investigation on behalf of the Borough is the Code Enforcement Officer or the police.
  - C. It shall be a violation of this Ordinance for any occupant or any other person to engage in disruptive conduct as defined by this Ordinance.
7. 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.
8. Inspection of Premises. The occupant shall permit inspections of the premises by the Code Enforcement Officer at reasonable times, upon reasonable notice.
9. Removal or Defacement of Notice. It shall be a violation of this Ordinance for any person to remove or deface any notice or document required to be posted within a residential rental unit and it shall be unlawful for any person to occupy the residential rental unit unless all notices and documents are posted as required.

§110-53. Licenses.

1. License Requirements.
  - A. As a prerequisite to entering into a rental agreement or permitting the occupancy of any rental unit (except as provided in subsection (1) (C) below), the owner of every such residential rental unit shall be required to apply for and obtain a license for each residential rental unit.

- B. A license shall be required for all residential rental units.
- C. The following categories of rental properties shall not require licenses in accord with this Ordinance, and shall not, therefore, be subject to the permitting provision of this Ordinance:
- (1) Owner-occupied dwelling units; provided, that not more than two (2) unrelated individuals, in addition to the immediate members of the owner's family, occupy the dwelling unit at any given time.
  - (2) Hotels and motels.
  - (3) Hospitals and nursing homes.
  - (4) Rooming/Boarding Houses.
  - (5) Federally subsidized housing maintained by the Mifflin County Housing Authority.
  - (6) Residential Rental Units, which are subject to inspection and licensing by the United States of America or an agency thereof or the Commonwealth of Pennsylvania or an agency thereof, and where such inspection and licensing requirements of the Residential Rental Units has been determined by the Borough of Lewistown, to be equal or greater to that required by this Ordinance after and upon submission of a written application for exclusion from licensing by the owner or his/her/their/its agent to the Borough of Lewistown or its designee. The application for exclusion from licensing shall be made on a form developed by and provided by the Borough in relation thereto.
- D. The application for the license shall be in a form as determined by the Borough.
- E. The owner shall maintain a current and accurate list of the occupants in each residential rental unit which list shall include the occupant's name, and current telephone number which information shall be available to the Borough for inspection upon reasonable notice. The owner shall notify the Borough of changes in the occupancy or of contact information within ten (10) days of the change and shall provide the name of the person who is no longer residing in the premises in the event a person departs and the name, current address and current telephone number of new occupants in the event a new person is added.
- F. Insurance Requirements.
- (1) Minimum Coverage: Use of Insurance Proceeds. All owners shall, procure and keep in force at all times, fire and casualty insurance (with coverage no less than that commonly referred to as "Basic Form Perils"). Such policy shall be in an amount of not less than Fifty Thousand and/no



100 Dollars (\$50,000.00), unless the owner provides a letter to the Borough from the insurance company, or its authorized agent, that the insurance company will not insure the premises in the amount of Fifty Thousand and no/100 Dollars (\$50,000.00), due to the estimated fair market value of the premises being less than said amount. Said letter shall also state the amount for which the insurance company will insure the premises. Thereupon, the insurance policy must be in an amount no less than the said lesser amount of insurance for which the insurance company is willing to insure the premises. In all cases whatsoever, the company providing the fire and casualty insurance must be licensed, authorized and qualified to conduct business within the Commonwealth of Pennsylvania and be doing business in the Commonwealth of Pennsylvania. Any use of such proceeds from the insurance policy shall be in accord with and consistent with the Fire Insurance Escrow Ordinance, Chapter 137, Insurance, Article I, Fire Insurance Claims, of the Code of the Borough of Lewistown, as such may be amended from time to time, and the fire insurance escrow provisions of The Insurance Company Law of 1921 as amended by Act 98 of 1992 and Act 93 of 1994, as amended from time to time.

(2) Property Owners to Provide the Borough of Lewistown with Insurance Information. Owners shall provide the Borough of Lewistown with a copy of the policy of insurance and any amendments thereto. Owners shall also annually on renewal of a license provide the Borough with a Certificate of Insurance coverage and shall further otherwise provide such a Certificate of Insurance coverage upon written request of the Borough Codes Department. A license will not be issued unless insurance information is provided to the Borough Codes Department.

- G. Appeal Procedures. In the event that a license is denied by the Codes Office and the agent(s) thereof, the owner shall have the right to appeal to the Board of Building Appeals created pursuant to Chapter 10, “Building Appeals Board”, of the Code of the Borough of Lewistown, as amended from time to time, within thirty (30) days of the date of the denial of the application for a license. The manner of the filing of the appeal shall be by submitting the same to the Administrative Secretary of the Board of Building Appeals, as set forth in said Chapter 10. Thereupon, the proceedings shall be governed by the procedures, rules and regulations set forth in Chapter 10, “Building Appeals Board,” of the Code of the Borough of Lewistown, as amended from time to time.

2. Annual License Term, Fee and Occupancy Limit.
  - A. Each license shall have an annual term running from July 1 of a particular year through June 30 of the immediately succeeding year. If a license is granted between July 1 and the end of a particular year, it shall be for the remainder of the year in question.
  - B. Upon application for a license prior to issuance or renewal thereof, each owner/ 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 Council of the Borough of Lewistown and set forth in the Borough Costs and Fees Schedule.
  - C. The license shall be assignable and transferable, upon notice being given to the Borough Codes Office and upon payment to the Borough of an Assignment/Transfer Fee, in an amount to be established, from time to time, by resolution of the Council of the Borough of Lewistown and set forth in the Borough Costs and Fees Schedule, as amended from time to time.
  - D. The license shall indicate thereon the maximum number of occupants in each residential rental unit.
  - E. No license shall be issued, nor will an assignment or transfer of the license be issued, if the owner has unpaid fines and costs arising from enforcement of this Ordinance or any of the ordinances of the Borough of Lewistown relating to land use and/or code enforcement and/or if any license fees under this Ordinance are due and owing to the Borough.
3. Search Warrant. Upon a showing of probable cause that a violation of this Ordinance or any other ordinance of the Borough of Lewistown has occurred, the Codes Enforcement Officer may apply to the magisterial district judge having jurisdiction in the Borough of Lewistown for a search warrant to enter and inspect the premises.
4. Grounds for Non-Renewal, Suspension or Revocation of License.
  - A. General. The Codes Enforcement Officer may initiate disciplinary action against an owner that may result in a formal warning, non-renewal, suspension or revocation of the owner's license, for violating any provision of this Ordinance that imposes a duty upon the owner and/or for failing to regulate the breach by occupants as provided in this Ordinance.
  - B. Levels of Discipline.
    - (1) Formal Warning. Formal written notification of at least one (1)

violation of this Ordinance. Upon satisfactory compliance with this Ordinance and any conditions imposed by the Codes Enforcement Officer of the Borough of Lewistown, the formal warning shall be removed when the owner applies for license renewal at a time set by the Codes Enforcement Officer of the Borough of Lewistown.

- (2) Non-Renewal. The denial of the privilege to apply for license renewal after expiration of the license term. The Borough will permit the owner to maintain occupants in the premises until the end of the license term but will not accept applications for renewal of the license until a time set by the Codes Enforcement Officer of the Borough of Lewistown.
  - (3) Suspension. The immediate loss of the privilege to rent residential rental units for a period of time set by the Codes Enforcement Officer. 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.
  - (4) Revocation. The immediate loss of the privilege to rent residential rental units for a period of time set by the Codes Enforcement Officer and the loss of the privilege to apply for renewal of the license at the expiration of the time period. Upon the loss of the privilege to rent, the owner shall take immediate steps to evict the occupants.
5. Criteria. The Codes Enforcement Officer-when applying discipline, shall consider the following:
- A. The effect of the violation on the health, safety and welfare the occupants of the residential rental unit and other residents of the premises.
  - B. The effect of the violation on the neighborhood.
  - C. Whether the owner has prior violations of this Ordinance and other ordinances of the Borough or has received notices of violations as provided for in this Ordinance.
  - D. Whether the owner has been subject to disciplinary proceedings under this Ordinance.
  - E. The effect of disciplinary action on the occupants.

- F. The action taken by the owner to remedy the violation and to prevent future violations, including any written plan submitted by the owner.
  - G. The policies and lease language employed by the owner to manage the rental unit to enable the owner to comply with the provisions of this Ordinance.
  - H. In addition to applying discipline as set forth above, the Codes Enforcement Officer may impose upon the existing or subsequent licenses reasonable conditions related to fulfilling the purposes of this Ordinance.
6. Grounds for Imposing Discipline. Any of the following may subject an owner to discipline as provided for in this Ordinance:
- A. Failure to abate a violation of Borough codes and ordinances that apply to the premises within the time directed by the Codes Enforcement Officer.
  - B. Refusal to permit the inspection of the premises by the Code Enforcement Officer as required by this Ordinance.
  - C. Failure to take steps to remedy and prevent violations of this Ordinance by occupants of residential rental units as required by this Ordinance.
  - D. Failure to file and implement an approved plan to remedy and prevent violations of this Ordinance by occupants of the rental unit as required by this Ordinance.
  - E. Three (3) violations of this Ordinance or other ordinances of the Borough that apply to the subject premises within a license term. For purposes of this Ordinance, there need be no criminal conviction before a violation can be found to exist. Before a prior violation can be considered under this Section, the owner must be given notice in writing of the violation within thirty (30) days after the Codes Enforcement Officer received notice of the violation.
7. Consultant Appointment. Borough Council, upon recommendation of the Codes Enforcement Officer or on its own accord, may appoint a Consultant to assist the Codes Enforcement Officer in implementation of this Ordinance.
8. Procedure for Non-renewal, Suspension or Revocation of License.
- A. Notification and Hearing. Following a determination that grounds for non-renewal, suspension or revocation of a license exist, the Codes Enforcement Officer shall notify the owner of the action to be taken and

the reason therefor. Such notification shall be in writing, addressed to the owner in question and shall contain the following information:

- (1) The address of the premises in question and identification of the particular residential rental unit(s) affected.
- (2) A description of the violation which has been found to exist.
- (3) A statement that the license for said residential rental unit(s) shall be either suspended or revoked, or will not be renewed for the next license year beginning July 1 of that year, 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.
- (4) 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, leasing or permitting occupancy of the dwelling unit(s) from and during the period said action is in effect.
- (5) 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 the Board of Building Appeals by submitting the appeal, in writing, to the Administrative Secretary of the Board of Building Appeals, and by otherwise complying with the procedures set forth in and as relating to an appeal to the Board of Building Appeals created pursuant to Chapter 10, "Building Appeals Board," of the Code of the Borough of Lewistown, as amended from time to time, within thirty (30) days of the date set forth on the written notice of the decision suspending, revoking or declining to renew the license. The appeal shall include a detailed statement of the appeal including the grounds therefor and the reason(s) alleged as to why the determination of the Codes Enforcement Officer is incorrect or should be overturned, and a statement of relief requested by the appellant. Such notice of appeal shall be submitted on a form to be prescribed therefor by the Board of Building Appeals, and signed by the appellant. The manner of the filing of the appeal shall be by submitting the same to the Administrative Secretary of the Board of Building Appeals as set forth in Chapter 10, "Building Appeals Board." Thereupon, the proceedings shall be governed by the procedures, rules and regulations set forth in Chapter 10, "Building Appeals Board," of the Code of the Borough of Lewistown, as amended from time to time.

In accordance with Chapter 10, "Building Appeals Boards", of the Code of the Borough of Lewistown, as amended from time to time the appeal shall be accompanied by a fee in the amount determined and established, from time to time, and set forth in the Costs and Fees Schedule of the Borough of Lewistown.

B. Delivery/Service of Notification.

(1) Except for Notices after an appeal to the Board of Building Appeals, which shall be given in accord with Chapter 10, "Building Appeals Board", of the Code of the Borough of Lewistown, as amended from time to time, notices given under this Ordinance shall be (a) sent to the owner and manager, if applicable, by U.S. Certified mail, Return Receipt Requested or, (b) in the alternative, personally served by hand delivery to the owner and manager, if applicable. (c) Additionally, in either case, the premises shall be posted at a conspicuous place on the premises. (d) In the event that notice sent by U.S. Certified mail, Return Receipt Requested, is returned by the postal authorities marked "unclaimed" or "refused" and if personal service by hand delivery also cannot be accomplished after a reasonable attempt so to do, the Codes Enforcement Officer shall make service as per B (2) immediately hereinafter.

(2) If service cannot be accomplished in accord with B (1) above, after a reasonable attempt to do so, then the notice may be sent to the owner or manager at the addresses stated on the most current license application for the premises in question, by regular first-class mail, postage prepaid. A U.S. Postal Certificate of Mailing, PS Form 3817, or successor form, shall be obtained to confirm mailing. 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 (5<sup>th</sup>) day following its deposit in the U.S. Mail, and all time periods set forth above shall thereupon be calculated from said fifth (5<sup>th</sup>) day.

9. Nonexclusive Remedies. The penalty provisions of this Section and the license non-renewal, suspension and revocation procedures provided in this Ordinance shall be independent, non-mutually exclusive separate remedies, all of which shall be available to the Borough as may be deemed appropriate for carrying out the purposes of this Ordinance. The remedies and procedures provided in this Ordinance for violation hereof are not intended to supplant or replace to any degree the remedies and procedures available to the Borough in the case of a violation of any other code or ordinance of the Borough, whether or not such other code or ordinance is referenced in this Ordinance and whether or not an

ongoing violation of such other code or ordinance is cited as the underlying ground for a finding of a violation of this Ordinance

§110-54. Miscellaneous Provisions.

1. Notices.
  - A. 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 provided by this Ordinance.
  - B. 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.
2. Changes in Ownership and/or Occupancy. It shall be the duty of each owner of a residential rental unit to notify the Code Enforcement Officer, in writing, of any change in ownership of the premises or of the number of residential rental units on the premises. It shall also be the duty of the owner to notify the Code Enforcement Officer in writing of any increase in the number of occupants in any rental unit or of the changing of a rental unit from owner-occupied to non-owner-occupied, which thereby transforms the dwelling into a residential rental unit for purposes of this Ordinance.
3. Owners Jointly and Severally Responsible. If any rental unit is owned by more than one person, in any form of joint tenancy, as a partnership or otherwise, each person shall be jointly and severally responsible for the duties imposed under the terms of this Ordinance and shall be severally subject to prosecution for the violation of this Ordinance.
4. Confidentiality. All registration and contact information shall be maintained in a confidential manner by the Borough of Lewistown, but may be utilized by other departments of the Borough of Lewistown, including, but not limited to, the Sewer and Refuse Office and the Lewistown Police Department.

§110-55. Enforcement; Violations; Penalties.

1. Enforcement. This Article shall be enforced by the Codes Enforcement Officer, as defined herein, of the Borough of Lewistown.
2. Basis for Violation. It shall be unlawful for any person, as either owner or manager of a residential rental unit for which a license is required, to operate such without a valid, current license issued by the Borough of Lewistown authorizing such operation. It shall also be unlawful for any person, either owner or manager,

to allow the number of occupants of a residential rental unit to exceed the maximum limit as set forth on the license, or to violate any other provision of this Ordinance. It shall also be unlawful for any occupant to engage in any activity that per this Ordinance is a violation thereof or to otherwise as an occupant violate this Ordinance.

3. Penalties.

- A. In that this is an Ordinance regulating housing, property maintenance, health, fire and public safety, and noise pollution, it shall be enforced by an action brought before a Magisterial District Judge of competent jurisdiction in the same manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure. Accordingly, criminal fines imposed may be imposed by Borough Council not to exceed the limit as set forth in the Borough Code, as it may be amended from time to time, presently, not to exceed One Thousand Dollars (\$1,000.00) per violation.
- B. Any owner/landlord of a residential rental unit which violates any of the provisions of §110-49, Owners' Duties and Responsibilities, Subsection (6), Registration, shall upon conviction thereof be sentenced to pay a fine of Five Hundred Dollars (\$500.00) for each and every offense. Each day of the said violation shall be a separate offense.
- C. Any landlord and/or owner of a residential rental unit which/who violates any of the provisions of §110-49, Owners' Duties and Responsibilities, Subsections (1), General Duties and Responsibilities, (2), Designation of a Manager, (3), Disclosure, (4), Maintenance of Premises, (5), Rental Agreement/Lease, (6) Registration, (7), Owner Compliance with Landlord and Tenant Act, (8) Smoke Alarms (9) Carbon Monoxide Detectors, §110-50, Inspection, and §110-51, Tenant Registration, shall incur the following penalties.
- (1) For the first offense. Any owner/landlord violating any of the above listed sections shall upon conviction thereof in a summary proceeding be sentenced to pay a fine of Two Hundred Dollars (\$200.00) for each and every offense. Each day of the said violation shall be a separate offense.
- (2) For the second offense. Any owner/ landlord violating any of the above listed sections shall upon conviction thereof in a summary proceeding be sentenced to pay a fine of Three Hundred Dollars (\$300.00) for each and every offense. Each day of the said violation shall be a separate offense.



(3) For the third offense. Any owner/landlord violating any of the above listed sections shall upon conviction thereof in a summary proceeding be sentenced to pay a fine of not less than Five Hundred Dollars (\$500.00) nor more than One Thousand Dollars (\$1,000.00) for each and every offense and, in default thereof, shall be imprisoned for a period not to exceed ninety (90) days. Each day of the said violation shall be a separate offense.

D. Any landlord or owner of a residential rental unit who violates §110-53, Licenses, of this Ordinance shall upon conviction be sentenced to pay a fine of not less than One Thousand Dollars (\$1,000.00). Each day shall constitute a separate offense.

E. Any occupant of a residential rental unit who violates any of the provisions of §110-52, Duties of Occupants, shall, upon conviction, be sentenced to pay a fine as follows:

For the first offense, he/she/it shall pay the sum of One Hundred (\$100.00) Dollars for each and every offense. For the second offense, he/she/it shall pay the sum of Three Hundred (\$300.00) Dollars for each and every offense. For the third offense, he/she/it shall pay the sum of Five Hundred (\$500.00) Dollars for each and every offense. Each day of said violation shall be a separate offense.

4. Notices and Duty to Cure.

A. Within fifteen (15) days of the date of written notice from the Code Enforcement Officer that an occupant of a residential 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.

B. Within twenty-five (25) days of the date 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.

C. The Code Enforcement Officer shall review the report and, if adequate steps have been taken and the plan is adequate to address future violations, shall approve the plan. The owner shall, on his or her initiative, enforce the plan and failure to do so shall be a violation of this Ordinance.

5. Fines. Fines as imposed through this Ordinance shall be collected as allowable by law. Each day during which any owner/landlord of a residential rental unit violates any provision of this Article shall constitute a separate offense.
6. Equitable and other relief. This Article and the foregoing penalties shall not be construed to limit or deny the right of the Borough of Lewistown or its agents or representatives to such equitable or other remedies as may otherwise be available, at law, in equity or otherwise.
7. Attorney fees and costs. In addition to the fines set forth in this Part, the Borough of Lewistown shall be entitled to reasonable attorneys' fees and court costs incurred in enforcing this Ordinance. The said fees and costs shall be added to any penalties set forth above.

§110-56. Code Violations. Upon receiving notice of any code violations from the Codes 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.

§110-57. Borough's Right to Make Repairs; Municipal Liens. In case the owner of premises shall neglect, fail or refuse to comply with any notice from the Borough or its Code Enforcement Officer to correct a violation relating to maintenance and repair of the premises under any code in effect in the Borough of Lewistown within the period of time stated in such notice, the Borough may cause the violation to be corrected. There shall be imposed upon the owner a charge of the actual costs involved, plus 10% of said costs for each time the Borough shall cause a violation to be corrected and the owner of the premises shall be billed after same has been completed. Any such bill that remains unpaid and outstanding after the time specified therein for payment shall be grounds for the imposition of a municipal lien upon the premises as provided by law. Such a lien may be reduced to judgment and enforced and collected as provided by law, together with interest and court costs. The remedies provided by this subsection are not exclusive and the Borough and its Code Enforcement Officer may invoke such other remedies available under this Ordinance or the applicable codes, ordinances or statutes, including, where appropriate, condemnation proceedings or declaration of premises as unfit for human habitation or suspension, revocation or non-renewal of the license issued hereunder.

§110-58. Severability. The provisions of this Ordinance are severable and if any of its provisions shall be held invalid or unconstitutional, the decision of the Court shall not affect or invalidate any of the remaining provisions. It is hereby declared to be the legislative intent of the Borough Council of the Borough of Lewistown that this Ordinance would have been adopted if such illegal, invalid or unconstitutional provision had not been included herein.”

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APPENDIX A

TO LEASE DATED \_\_\_\_\_, 20\_\_.

TENANT'S COVENANTS AND OBLIGATIONS

1. Tenant shall comply with all applicable Codes and Ordinances of the Borough of Lewistown and all applicable laws of the Commonwealth of Pennsylvania.
2. Tenant agrees that the maximum number of persons permitted within the residential rental unit at any time shall be \_\_\_\_\_.
3. Tenant shall deposit all rubbish, garbage and other waste from the leased premises into containers in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with the Ordinances, rules and regulations of the Borough of Lewistown and all other applicable ordinances, laws, rules and regulations.
4. 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 Tenant permit others on the premises to engage in such conduct.
5. Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.
6. Tenant shall not cause, nor permit nor tolerate to be caused, damage to the leased premises, except for ordinary wear and tear.
7. Tenant shall not engage in, nor tolerate nor permit others on the leased premises to engage in, "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a residential rental unit that is so loud, untimely, offensive, riotous or that otherwise unreasonably disturbs other persons in their peaceful enjoyment of their premises such that a report is made to the police and/or to the Code Enforcement Officer. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for a person to have perpetrated, caused or permitted the commission of disruptive conduct as defined herein. 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.
8. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Residential Rental Unit Registration and Regulation Ordinance of the Borough of Lewistown and that the issuance by any municipal officer of the Borough of Lewistown of a Certificate of Noncompliance with said Ordinance relating to the leased premises shall constitute a breach of the rental agreement of which this Appendix is an addendum. Upon such breach, Landlord shall have the right and option to pursue any and all of the following remedies:
  - A. Termination of the rental agreement;
  - B. Bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs;
  - C. 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;
  - D. Bring an action for damages caused by tenant's breach, including reasonable attorney's fees and costs.

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

LESSOR:

\_\_\_\_\_

LESSEE:

\_\_\_\_\_

**SECTION 2. Amending of the Table of Contents.** The Table of Contents of Chapter 10, Codes, of the Code of the Borough of Lewistown is hereby amended by the addition of an Article IV, Residential Rental Unit Registration and Regulation, which shall read as follows:

“Article IV

Residential Rental Unit Registration and Regulation

§ 110-46. Short Title

§ 110-47. Purpose

§ 110-48. Definitions

§ 110-49. Owner’s Duties and Responsibilities. General Duties and Responsibilities

§ 110-50. Inspections

§ 110-51. Tenant Registration

§ 110-52. Duties of Occupants

§ 110-53. Licenses

§ 110-54. Miscellaneous Provisions

§ 110-55. Enforcement; Violations; Penalties

§ 110-56. Code Violations

§ 110-57. Borough’s Right to Make Repairs; Municipal Liens

§ 110-58. Severability”

Appendix A – Tenants Covenants and Obligations

**SECTION 3. Repealer and Savings.** Any Ordinance or part of any Ordinance, or Resolution or part of any Resolution or Motion or part of any Motion conflicting with the provisions of this Ordinance is hereby repealed insofar as the same affects this Ordinance or is inconsistent with this Ordinance; otherwise, those provisions of Ordinances, Resolutions or Motions not hereby repealed or amended and not conflicting or not inconsistent herewith are confirmed and incorporated herein by reference as if fully set forth.

**SECTION 4. Location, Renumbering and Relettering.** The location and numerical or alphabetical designation of this Ordinance and the sections and subsections included therein shall

be delegated to the discretion of then appointed Codifier of the Code of the Borough of Lewistown (presently the Codifier is "General Code") which may renumber and/or reletter this Ordinance and the sections and subsections therein as are necessary to accommodate this Ordinance in the Code of the Borough of Lewistown, The Codifier shall make no substantive changes to this Ordinance. Any such rearranging, renumbering, relettering and editing shall not affect the validity of this Ordinance or the provisions of the Code affected thereby.

**SECTION 5. Effective Date.** This Ordinance shall become effective July 1, 2015.

**ORDAINED AND ENACTED**, by the Borough Council of the Borough of Lewistown, Mifflin County, Pennsylvania, this \_\_\_\_ day of \_\_\_\_\_, 2015.

Attest: **BOROUGH OF LEWISTOWN,**  
Mifflin County, Pennsylvania

By

\_\_\_\_\_  
Secretary  
  
(SEAL)

\_\_\_\_\_  
(Vice) President of  
Borough Council

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**APPROVAL BY MAYOR**

Read and approved by me this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor  
  
(SEAL)