

DRAFT
RESIDENTIAL RENTAL UNITS

Title.

This Part shall be known and cited as the "Residential Rental Unit Ordinance of the Borough of Lewistown." Following codification, this Part shall become part of Chapter 11, Housing, of the Lewistown Borough Code.

Purpose.

It is the purpose of this Part and the policy of Borough Council 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 tenants relating to the rental of residential housing units in the Borough of Lewistown and to encourage owners to maintain and improve the quality of rental housing within the community.

Excluded Properties.

1. This Part and corresponding code section shall not apply to the following rental units:
 - A. Owner-occupied dwelling units; provided it is the owner's primary residence and that not more than two unrelated individuals, in addition to the children, parents, spouse, partner and/or siblings of the owner, occupy the dwelling unit at any given time.
 - B. Hotels and motels.
 - C. Hospitals and nursing homes.
 - D. Federally subsidized housing maintained by the Mifflin County Housing Authority are excluded from inspections but are still required to comply with 7. Registration of Rental Units.
 - E. Residential rental units, group homes or abuse shelters 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 have been determined by the Borough of Lewistown to be equal to or greater than those required herein. For properties to be excluded under this section, the Borough must be provided with a third-party inspection report from the property owner, Registration of rental units are still required.
 - F. Residential rental units, trailers and mobile home parks covered in § 110-16 and § 148-3. Registration of rental units are still required.

Definitions.

As used in this Part, the following terms shall have the meanings indicated:

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 Borough Property Maintenance Code, § 110 et seq., 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.

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.

COMMON AREA

Any open area within a structure shared by tenants or which the tenants 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.

DWELLING UNIT

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

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 due to default of a loan by the property owner.

PERSON

A natural person, partnership, corporation, unincorporated association, limited partnership, limited-liability company, trust or any other entity.

POLICE

The Lewistown Borough Police Department 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.

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.

RESIDENTIAL RENTAL UNIT LICENSE

The license issued to the owner of residential rental units under this Part, which is required for the lawful rental and occupancy of residential rental units.

TENANT or 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 "occupant").

Residential Rental Unit License.

1. License Requirement. Beginning on January 1, 2025, as a prerequisite to entering into a rental agreement or permitting the occupancy of any rental unit, the owner of every such residential rental unit

shall be required to apply for and obtain a license for each residential rental unit. The application for the license shall be in a form as determined by the Borough.

2. **Appeal Procedures.** In the event that a license is denied by the Code Enforcement Officer and/or the agent(s) thereof, the owner shall have the right to appeal to the Borough Council of the Borough of Lewistown within 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 a demand for appeal in writing to the Lewistown Borough Secretary.
3. **Annual License Term, Fee and Occupancy Limit.** Initially, each license shall have an annual term running from January 1 of a particular year through December 31 of the immediately succeeding year. If a license is granted between January 1 and the end of a particular year, it shall be for the remainder of the year in question. Upon application for a license prior to issuance or renewal thereof, each owner/applicant shall pay to the Borough an annual license/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. The Borough Manager shall have the right to change the date of renewal or otherwise stagger the period of renewal for some or all owners, however, the license shall not be for a period more than 12 months.
4. **Assignability.** The license shall be assignable and transferable, upon notice being given to the Borough Code Enforcement Officer 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.
5. **Unpaid Fines, Costs, Utilities or Taxes.** No license shall be issued, nor will an assignment or transfer of the license be issued, if the owner has unpaid Lewistown Borough refuse or sewer service, unpaid taxes owed to the Borough of Lewistown, unpaid fines and costs arising from enforcement of this Part 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 Part are due and owing to the Borough. The Borough has the right to not renew, assign or issue a license if the owner has been found in violation of this Part as more fully set forth in § _____ and § _____ below.
6. **Permission of Access.** As part of the license requirement, all owners of any parcels of real estate containing residential rental units shall permit access to the property so that the Code Enforcement Officer shall be able to complete all inspections necessary to determine compliance with this Part and any other applicable ordinances of the Borough of Lewistown. Refusal to allow entry of the residential rental unit by the Code Enforcement Officer to inspect the said unit shall be a violation of this Part.
7. **Registration of Residential Rental Unit.** In conformance with the Borough Code, and as a license requirement, every owner of a residential rental unit must register each rental unit and provide the Borough of Lewistown with a list of the tenants' names per unit. This must be updated within 10 days every time there is a change in occupancy of the rental unit.
8. **Requirement of Local Contact.** Owners residing more than 50 miles from Lewistown Borough must also provide a local contact in the application. This local contact can be any person, entity or business residing within 35 miles of Lewistown Borough who can be contacted by the Code Enforcement Officer or other Lewistown Borough officials regarding the inspection or condition of the residential rental unit. The local contact must possess a set of keys for the residential rental unit(s) of owner and must have the authority to provide access to the Code Enforcement Officer to inspect the residential rental unit(s) on behalf of owner.

Inspection of Residential Rental Unit.

1. **Triggers for Inspections.** The following events shall cause an inspection to be noticed and scheduled by the Code Enforcement Officer in accordance with this section:

- A. A written or verbal complaint from an existing tenant at a residential rental unit.
 - B. A written or verbal request from an owner of a residential rental unit.
 - C. The sale, transfer or conveyance of the residential rental unit by owner to a third party.
 - D. The submission of a new application for a residential unit rental license after January 1, 2025 (this provision does not apply to owners who are renewing a license, only to owners who did not previously apply for, or obtain, a license for the residential rental unit prior to January 1, 2025).
 - E. The Code Enforcement Officer has reason to believe that a residential rental unit is in violation of this Part.
 - F. At any time following January 1, 2026, Lewistown Borough Council reserves the right to pass a resolution which directs the Code Enforcement Officer to conduct regular periodic inspections of all residential rental units. The regular periodic inspections shall occur no more than one time every two years per residential rental unit and the owner will be charged an inspection fee as determined by Lewistown Borough Council, from time to time.
2. Notice of Inspection. The owner of residential rental unit(s) shall permit inspections of any residential rental unit by the Code Enforcement Officer at reasonable times upon reasonable notice. The owner shall allow and schedule inspections by the Codes Enforcement Officer of the premises during Borough business hours, after a minimum of five calendar days' notice have been provided to the owner. The owner shall provide a minimum of three calendar days' advance notice to at least one adult tenant of each regulated rental unit of the time and date of the inspection.
- A. These advance notice requirements for inspections, as set forth above, shall not apply under the following circumstances:
 - (1) When the Code Enforcement Officer has reason to believe that an imminent threat to public health and safety may exist;
 - (2) If the Code Enforcement Officer is invited on the premises by a tenant; and/or
 - (3) Where the Code Enforcement Officer has obtained an administrative search warrant. Upon a showing of probable cause that a violation of this Part or any other ordinance of the Borough of Lewistown has occurred, the Code 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.
 - B. For purposes of acknowledgment that the inspection has been made, the inspection report shall be provided to the owner by regular mail at the address listed on the application, electronic mail at the e-mail address listed on the application or hand delivery by an employee or agent of the Borough.
3. Scope of Inspection. The scope of inspections shall be to determine whether the mechanicals, electrical system, heating system, water system, interior and exterior of the residential rental unit are in a safe, habitable and properly maintained condition for a living space. The scope of inspections is not to determine whether the residential rental unit would comply with the Uniform Construction Code if the unit was constructed on the date of inspection. The scope of inspections shall be based on the current Federal Housing Quality Standards for Section 8 Housing as set forth in 24 CFR § 982.401, as amended, existing as of the date of the inspection. The scope of inspections shall include, but is not necessarily limited to, the following:
- A. 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:

- (1) The electrical panel box: verification of acceptable panel box;
 - (2) Wood-fuel-burning appliances;
 - (3) Hot water heater safety;
 - (4) Smoke detectors & CO detectors when required;
 - (5) Outlets, including random sampling of outlets for polarity and proper grounding and GFCI outlets within four feet of a water source, as applicable;
 - (6) The condition of the interior, including holes in walls, holes in flooring or weakness of flooring; and
- B. Facade/exterior (including Property Maintenance Code and Fire Code compliance, as such may be amended and revised from time to time), and including:
- (1) House number on the premises;
 - (2) Unit number displayed on unit entrance doors;
 - (3) Broken windows or doors;
 - (4) The condition of the entranceway, including porches; and
 - (5) The condition of the exterior.
4. Checklist for Inspections. An example of the checklist that will be used by the Code Enforcement Officer when conducting inspections is attached hereto as Exhibit A and incorporated herein by reference.
5. Inspection No-Show Fee. There shall be a fee for any no-show by an owner and/or their representative failing to appear at a scheduled inspection; the fee shall be 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.
6. Inspection Late Fee. There shall be a fee for anytime an owner and/or their representative is over 15 minutes late for a scheduled inspection; the fee shall be 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.

Notice of Violation and Noncompliance.

1. Notice of Violation. If 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 to the owner, 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. Noncompliance. The following procedure is to be followed after a notice of violation is issued by the Code Enforcement Officer:

- A. Within 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 Part 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.
- B. Within 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.
- 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, on his/her/its initiative, shall enforce the plan, and failure to do so shall be a violation of this Part of the Borough of Lewistown.
- D. If the owner fails to comply with the Code Enforcement Officer or otherwise fails to address the violation(s), the Code Enforcement Officer shall have grounds to issue penalties and determine whether the owner's license should be suspended, revoked or renewed.

Grounds for Nonrenewal, Suspension or Revocation of License.

- 1. General. The Code Enforcement Officer may initiate disciplinary action against an owner that may result in a formal warning, nonrenewal, suspension or revocation of the owner's license for violating any provision of this Part that imposes a duty upon the owner and/or for failing to regulate the breach by tenants as provided in this Part.
- 2. Levels of Discipline.
 - A. Formal warning: formal written notification of at least one violation of this Part.
 - B. Nonrenewal: the denial of the privilege to apply for license renewal after expiration of the license term. The Borough will permit the owner to maintain tenants 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 Code Enforcement Officer of the Borough of Lewistown.
 - C. Suspension: the immediate loss of the privilege to rent residential rental units for a period of time set by the Code Enforcement Officer, said suspension period shall be no longer than 12 months. Upon suspension, the owner shall take immediate steps to evict the tenants. 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, however, owner shall be responsible to fulfill all requirements for the issuance of a license.
 - D. Revocation: the immediate loss of the privilege to rent residential rental units for a period of time set by the Code Enforcement Officer to be no longer than 24 months, 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 tenants.
- 3. Criteria. The Code Enforcement Officer, when applying discipline, shall consider the following:
 - A. The effect of the violation on the health, safety and welfare of the tenants 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 Part and other ordinances of the Borough or has received

notices of violations as provided for in this Part.

- D. Whether the owner has been subject to disciplinary proceedings under this Part.
 - E. The effect of disciplinary action on the tenants.
 - 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 Part.
 - H. In addition to applying discipline as set forth above, the Code Enforcement Officer may impose upon the existing or subsequent licenses reasonable conditions related to fulfilling the purposes of this Part.
4. Grounds for Imposing Discipline. Any of the following may subject an owner to discipline as provided for in this Part:
- A. Failure to abate a violation of Borough codes and ordinances that apply to the premises within the time directed by the Code Enforcement Officer.
 - B. Refusal to permit the inspection of the premises by the Code Enforcement Officer as required by this Part.
 - C. Failure to take steps to remedy and prevent violations of this Part by tenants of residential rental units as required by this Part.
 - D. Failure to file and implement an approved plan to remedy and prevent violations of this Part by tenants of the rental unit as required by this Part.
5. Nonexclusive Remedies. The penalty provisions of this section and the license nonrenewal, suspension and revocation procedures provided in this section 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 Part. The remedies and procedures provided in this section for violations 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 section, article, code or ordinance.

Procedure for Nonrenewal, Suspension or Revocation of License.

- 1. Notification and Hearing. Following a determination that grounds for nonrenewal, suspension or revocation of a license exist, the Code 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:
 - A. The address of the premises in question and identification of the particular residential rental unit(s) affected.
 - B. A description of the violation which has been found to exist.
 - C. 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 January 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.
 - D. A statement that, due to the nonrenewal, 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.

- 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 the appeal, in writing, to the Lewistown Borough Secretary within 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 Code Enforcement Officer is incorrect or should be overturned, and a statement of relief requested by the appellant.
2. Service of Notification. Notices given under this Part shall be sent to the owner and manager, if applicable, by United States Certified Mail, return receipt requested, or in the alternative, personally served by hand delivery to the owner and manager, if applicable. Additionally, in either case, the notice shall be posted at a conspicuous place on the premises. In the event that notice sent by United States 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, 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 United States 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 days of its deposit in the United States 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 United States Mail, and all time periods set forth above shall thereupon be calculated from said fifth day.

Penalties for Renting Residential Unit without License.

1. Enforcement. This Part shall be enforced by the Code 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.
3. Penalties. This section 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. Criminal fines shall be imposed as follows:
 - A. Any owner/landlord of a residential rental unit violating this section shall upon conviction thereof be sentenced to pay a fine of not less than \$300 nor more than \$1000 for each and every offense. Each day of the said violation for each unlicensed rental unit shall be a separate offense.
 - B. In addition to the fines set forth in this section, the Borough of Lewistown shall be entitled to reasonable attorneys' fees and court costs incurred in enforcing this Part. The said fees and costs shall be added to any penalties set forth above.
4. Remedies. 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 Part or the applicable codes, ordinances or statutes, including, where appropriate, equitable proceedings and injunction proceedings.

Penalties for owner Failing to Correct Maintenance and/or Violation.

If the owner of the premises shall neglect, fail or refuse to comply with any notice from the Borough or its Code Enforcement Officer to correct a violation 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 section are not exclusive, and the Borough and its Code Enforcement Officer may invoke such other remedies available under this Part or the applicable codes, ordinances or statutes, including, where appropriate, equitable proceedings, injunction, condemnation proceedings or declaration of the premises as unfit for human habitation, or suspension, revocation or nonrenewal of the license issued hereunder.

Severability.

If any section or provision of this Part is declared by any court of competent jurisdiction to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality or invalidity shall not affect the constitutionality, legality or validity of this Part as a whole nor the constitutionality, legality or validity of any other section or provision of this Part other than the one so declared to be unconstitutional, illegal or invalid.

Repeal of Conflicting Ordinances.

All existing ordinances of the Borough or parts thereof inconsistent with the provisions of this Part are hereby repealed.

When Effective.

This Part shall take effect on the date enacted and ordained by Lewistown Borough Council.