

MONTOUR TOWNSHIP
COLUMBIA COUNTY, PENNSYLVANIA

ORDINANCE NO. 2021-12

AN ORDINANCE REPEALING AND REPLACING CHAPTER 11 OF THE CODE OF ORDINANCES OF MONTOUR TOWNSHIP RELATING TO HOUSING AND ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT THEREWITH

BE IT ENACTED, AND IT IS HEREBY ENACTED by the Board of Supervisors of Montour Township that Chapter 11 of the Montour Township Code of Ordinances, relating to Housing, is hereby repealed in its entirety and replaced as follows:

Chapter 11. Housing

Part 1. LANDLORD REGISTRATION AND RENTAL UNIT OCCUPANCY

§ 11-101. Title.

This Part shall be known as the Township of Montour "Landlord Registration Ordinance."

§ 11-102. Purposes.

1. It is the purpose of this Part and the policy of the Township of Montour, in order to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of owner and occupants relating to the rental of all residential rental units in the Township of Montour 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 Township of Montour that owners, managers, and occupants share responsibilities to obey the various Codes adopted to protect and promote public health, safety, and welfare. As a means to those ends, this Part provides for a system of inspections, issuance and renewal of occupancy licenses, and sets penalties for violations. This Part shall be liberally construed and applied to promote its purpose and policies. In considering the adoption of this Part, the Township of Montour makes the following findings.

2. In recent years rental units have oftentimes been rented to individuals who, because they have no ownership interest in the property, have allowed the properties to deteriorate. In many cases, the owners of the properties live long distances from the Township of Montour. As a

result, property maintenance of many rental units in the Township of Montour has been somewhat lax. In addition, problems have occurred because many tenants, because they have no ownership interest in the real estate, have not been concerned about following Codes of the Township of Montour, including Codes which govern maintenance and safety of the property. This, in turn, has caused problems for other homeowners near the rental units. In addition, there is a greater incidence of violation of various Codes of the Township of Montour in residential rental properties where owners rent properties to tenants.

§ 11-103. Definitions.

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

CODE

Any Code or Ordinance adopted, enacted, and/or in effect in and for the Township of Montour concerning fitness for habitation or the construction, maintenance, operation, occupancy, use, or appearance of any premises or residential rental unit. Included within, but not limited by, this definition are the following, which are in effect as of the date of the enactment of this Part: the Uniform Construction Code (hereinafter "UCC"); the International Property Maintenance Code; Chapter 8, Floodplains; and any duly enacted amendment or supplement to any Ordinance of the Township of Montour falling within this definition.

CODE ENFORCEMENT OFFICER

The duly appointed Code Enforcement Officer(s) having charge of the Office of Code Enforcement of the Township of Montour and any assistants or agents.

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 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.

DISRUPTIVE CONDUCT REPORT

A written report of disruptive conduct on a form to be prescribed therefor, to be completed by the police officer who investigates an alleged incident of disruptive conduct and which shall be maintained by the Code Enforcement Officer.

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 (same as "owner").

LANDLORD-TENANT ACT

The Landlord and Tenant Act of 1951, as amended, 68 P.S. 250.101, et seq.

MANAGER

An adult individual designated by the owner of a residential rental unit.

OCCUPANCY 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.

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 (same as "landlord").

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, trust, or any other entity.

PREMISES

Any parcel of real property in the Township, including the land and all buildings and appurtenant structures or appurtenant elements, on which one or more rental units are located.

RENTAL AGREEMENT

A written agreement between owner/landlord and occupant/tenant supplemented by the addendum required under § 11-104(5), embodying the terms and conditions concerning the use and occupancy of a specified residential rental unit or premises.

RESIDENTIAL RENTAL UNIT

Any structure within the Township of Montour which is occupied by someone other than the owner of the real estate as determined by the most current Deed and for which the owner of the said parcel of real estate received any value, including, but not limited to, money, or the exchange of services. Each apartment within a building is a separate structure 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").

TOWNSHIP OF MONTOUR

The Township of Montour, Columbia County, Pennsylvania.

§ 11-104. Owner's Duties.

1. General. It shall be the duty of every owner to keep and maintain all rental units in compliance with all applicable state laws and regulations and local Ordinances and to keep such property in good and safe condition. The owner/landlord shall be responsible for regularly performing all maintenance, including lawn mowing and ice and snow removal, and for making any and all repairs in and around the premises. As provided for in this Part, every owner/landlord shall be responsible for regulating the proper and lawful use and maintenance of every dwelling which he, she, or it owns. As provided for in this Part, every owner shall also be responsible for regulating the conduct and activities of the occupants of every rental unit which he, she, or it owns in the Township, which conduct or activity takes place at such rental unit or its premises. In order to achieve those ends, every owner of a rental unit shall regulate the conduct and activity of the occupants thereof, both contractually and through enforcement, 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 guest may have as a result of their conduct or activity under any private cause of action, civil or criminal enforcement proceeding, or criminal law; nor shall this section be construed so as to require an owner to indemnify or defend occupants or their guests when any such action or proceeding is brought against the occupant based upon the occupant's conduct or activity. Nothing herein is intended to impose any additional civil/criminal liability upon owners other than that which is imposed by existing law. This Part is not intended to, nor shall its effect be, to limit any other enforcement remedies which may be available to the Township against an owner, occupant or guest thereof.

2. Designation of Manager. Every owner who is not a full-time resident of the Township, and/or who does not live within 15 miles of the boundaries of the Township, shall designate a manager who shall reside in an area that is within 15 miles from the Township. 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 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. 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 Part 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 Township and such information shall be kept current and updated as it changes.

3. Disclosure.

A. The owner or manager shall disclose to the occupant in writing on or before the commencement of the tenancy:

- (1) The name, address, and telephone number of the manager, if applicable.
- (2) The name, address, and telephone number of the owner of the premises.

B. Before an occupant initially enters into or renews a rental agreement for a rental unit, the owner or manager shall furnish the occupant with the most recent inspection report relating to the property.

4. Maintenance of Premises.

A. The owner shall maintain the premises in compliance with the applicable Codes of the Township and shall regularly perform all routine maintenance, including lawn mowing and ice and snow removal 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 obligation 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 Part or other Ordinances or Codes for maintenance of the premises.

5. Rental Agreement.

A. All disclosures and information 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 Part 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 otherwise provided by this Part, no rental agreement may provide that the occupant or owner agrees to waive or to forego rights or remedies under this Part. A provision prohibited by this subsection included in a rental agreement is unenforceable.

D. Provision of Summary of Ordinance to Occupant. Following the effective date of this Part, a summary hereof 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. 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 Part, the owner shall provide the occupants with a copy of the summary within 60 days after enactment of this Part.

E. The owner shall secure a written acknowledgment from occupants that the occupants have received the disclosures and information required by this Part.

6. Registration. Every owner of a residential rental unit must register the unit with the Code Enforcement Officer in accordance with the following schedule:

A. All owners of residential rental units must register the units with the Code Enforcement Officer within 30 days after the effective date of this Part.

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 Township within 30 days of the completion of the conversion of the unit or units or within 30 days of the time when any rent, including the exchange of other services for the unit or units, is obtained or within 30 days of the date within which a tenant or tenants occupies the unit or units, whichever time period is sooner.

C. It shall be the responsibility of the grantee in the purchase of the said real estate, including the grantee's attorney or title company, to notify the Township within 72 hours of any purchase or transfer of a rental unit.

D. The owner of a residential rental unit must update the registration information on record with the Code Enforcement Officer within 10 days of any changes of the information set forth below.

E. All owners of any residential rental unit living outside of the 15 mile limit set forth in § 11-104(2) must have a local manager who shall reside within 15 miles of the Township and who shall be available as an emergency contact person.

F. Registration information shall be provided by all owners and shall include the following:

- (1) Owner name, address, telephone number.
- (2) Local manager name, address, telephone number (an emergency contact person).
- (3) Property address and number of units.
- (4) Maximum occupancy per unit.
- (5) Emergency telephone number.
- (6) Actual number of occupants.
- (7) Names and addresses of current tenants.

G. Any owner of a residential rental unit shall notify the Township at the Township Building within 10 days of a new tenant occupying, renting or residing in the landlord's or owner's residential rental unit.

H. Notwithstanding any other provisions of this Part, the names and addresses of a tenant shall not be disclosed by any Township personnel in the event that the tenant is the subject of a court order requiring that this information be kept confidential.

7. Complaints. The owner shall reply promptly to reasonable complaints and inquiries from occupants.

8. Landlord Tenant Act. The owner shall comply with all provisions of the Landlord Tenant Act, 68 P.S. § 250.101, et seq.

9. Code Violations. Upon receiving notice of any Code violations from the Code Enforcement Officer, the owner shall promptly take action, or cause the necessary action to be taken, to abate the offending condition and eliminate the violation.

10. Inspections. The owner shall permit inspections of any premises by the Code Enforcement Officer at reasonable times upon reasonable notice. The inspections shall be completed as follows:

A. The Code Enforcement Officer of the Township shall inspect all units on a bi-yearly basis and record the inspection on a written Inspection Report. The Inspection Report shall be signed and dated by the owner of the rental unit or by his or her manager . Inspections may be made by the Code Officer anytime within the said year. The owner shall pay a fee, as set forth in the Township Fee Resolution, for the bi-yearly inspection at the time of the inspection. In alternate years, the inspection shall be completed by the landlord or a representative of the landlord and the inspection form shall be submitted to the Code Enforcement Office.

11. Smoke Alarms. All owners of residential rental units in the Township shall be required within five days of the passage of this Part to install smoke alarms, regardless of the occupant load at the following locations:

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;

C. In each story within a dwelling unit, including basements and cellars, but not including crawl spaces and uninhabitable attics.

12. Noncompliance.

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

(1) Each residential rental unit referred to above shall be inspected annually. A particular residential rental unit which contains a violation of this Part shall be re-inspected as set forth above.

(2) In addition, each residential rental unit shall be inspected each time one of the residential rental units is vacant.

B. In the event of a violation, a residential rental unit cannot be occupied unless and until the unit is approved as meeting the criteria of this Part and any other applicable Codes of the Township as determined by the Code Enforcement Officer.

C. 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 of the Township, the Code Enforcement Officer shall provide a Notice of Violation which shall, at a minimum, set forth the following:

(1) Street address of the property.

(2) Date of the inspection.

(3) Name of the inspector.

(4) List of violations.

D. Notice of Violations and Enforcement.

(1) Within 10 days after receipt of a notice of violation from the Code Enforcement Officer that there has been a violation of this section or any other applicable Ordinances of the Township, the owner shall take immediate steps to remedy the violation and take steps to ensure that there will not be a reoccurrence of the violation.

(2) Within 20 days after receipt of a notice of violation from the Code Enforcement Officer, the owner of a residential rental unit shall file with the Code Enforcement Officer a report on a form provided by the Township setting forth what action the owner has taken to remedy the violation and what steps he or she has taken to prevent a reoccurrence of the violation. The report shall also set forth a plan as to steps the owner will take in the future if the violation reoccurs.

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

(4) In the event that a second violation occurs within a twelve-month period, involving the same occupant or occupants, the Code Enforcement Officer may direct the owner to evict the occupant or occupants who have violated the Ordinance and to not permit the occupant to occupy the premises during any subsequent period.

E. If, after a violation as set forth above, a parcel of real estate containing residential rental units has no violations of applicable Codes of the Township for a period of two years, said property shall then be deemed to be back in compliance with the terms and conditions of this Part and shall not then be subject to the inspections set forth in this section until there are other violations.

F. If a parcel of real estate in noncompliance with the terms and conditions of this Part or other Ordinances of the Township is sold, then the parcel of real estate shall remain in noncompliance until the sooner of the following has occurred:

(1) The original two-year period with no violations passes with no further violations; or,

(2) Twelve months passes after purchase by the new owner with no violations of any Ordinances of the Township.

G. All owners of any real estate containing or upon which are erected any residential rental unit which are in noncompliance with this Part 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 Part. 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 Part shall notify the Code Enforcement Officer, in writing, within 30 days prior to closing on the sale of said parcel of real estate.

H. 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 Township or his or her designee shall be able to complete all inspections necessary to determine compliance with this Part and any other applicable Ordinances of the Township. Refusal to allow entry of the residential rental unit by the Code Enforcement Officer of the Township or designee to inspect the said unit shall be a violation of this Part.

I. For the purpose of enforcing this Part, the Code Enforcement Officer or designee 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 Part.

J. The Code Enforcement Officer may reinspect 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.

K. The owner of any property containing or upon which is erected a residential rental unit shall pay a fee, as set forth in the Township's Fee Resolution, for each and every reinspection to cover the cost of a reinspection each time a reinspection is required under the terms of this Part or each time a reinspection is requested by the Code Enforcement Officer to determine compliance with this Part or any other applicable Ordinances of the Township.

13. The owner shall maintain at the licensed residential rental unit and provide upon demand the following:

A. The current license and current inspection report issued by the Code Enforcement Officer of the Township.

B. The addendum to the license application required by this Part showing the names of the authorized occupants of the residential rental unit.

C. The total number of persons who may occupy the residential rental unit or units and any common areas located within the residential rental unit.

§ 11-105. Occupant Duties.

1. General. The occupant shall comply with all obligations imposed upon occupants by this Part, all applicable Codes and Ordinances of the Township of Montour and all applicable provisions of State law.

2. Health and Safety Regulations.

A. The maximum number of persons permitted in any residential rental unit at any time shall not exceed one person for each 40 square feet of habitable floor space in said residential rental unit.

B. The occupant shall deposit all rubbish, garbage, and other waste from his or her rental unit into containers provided by the owner or landlord in a clean and safe manner and in compliance with 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 residential 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 residential 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.).

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 Part.

B. When police investigate an alleged incident of disruptive conduct, the police officer 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 working days of receiving the report from the police officer.

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. **Damage to Premises.** The occupant shall not intentionally cause, nor permit or tolerate others to cause, damage to the premises. Conduct which results in damages in excess of \$500 shall be considered a violation of this Part.

9. **Inspection of Premises.** The occupant shall permit inspections by the Code Enforcement Officer of the premises at reasonable times, upon reasonable notice. The tenant should be present or have given written permission when the inspection is performed.

10. **Removal or Defacement of Notice.** It shall be a violation of this Part 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.

11. **Violation.** It shall be a violation of this Part for any occupant or any other person to engage in disruptive conduct as defined by this Part.

§ 11-106. Licenses and Inspection.

1. License Requirement.

A. As a prerequisite to entering into a rental agreement or permitting the occupancy of any residential 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, and shall not, therefore, be subject to the permitting provision of this Part:

(1) Owner-occupied dwelling units; provided, that not more than two 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) Bed-and-breakfast units as defined in Chapter 27, Zoning.

D. The application for the license shall be in a form as determined by the Township.

E. The owner shall maintain a current and accurate list of the occupants in each rental unit which shall include their name, and current telephone number which shall be available to the Township for inspection upon reasonable notice. The owner shall notify the Township of changes in the occupancy or of contact information within 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. In the event that a license is denied or revoked by the Code Enforcement Officer, the owner shall have the right to appeal the decision as set forth in Section 11-108 of this Ordinance.

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 following year.

B. Upon application for a license prior to issuance or renewal thereof, each owner/applicant shall pay to the Township an annual license and inspection fee, in an amount to be established, from time to time, by Resolution of the Board of Supervisors of the Township, as set forth in the Township Fee Resolution. The said fee shall be paid by July 10 of each year.

C. The license shall indicate thereon the maximum number of occupants in each rental unit.

D. No license shall be issued if the owner has not paid any fines and costs arising from enforcement of this Part or any of the Ordinances of the Township relating to land use and/or Code enforcement, or if any licensing fees under this Part are due and owing to the Township.

3. Search Warrant. Upon a showing of probable cause that a violation of this Part or any other Ordinance of the Township has occurred, the Code Enforcement Officer may apply to the Magisterial District Judge having jurisdiction in the Township for the search warrant to enter and inspect the premises.

§ 11-107. 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 occupants as provided for herein.

A. Definition of Options.

(1) Formal Warning. Formal written notification of at least one violation of this Part. Upon satisfactory compliance with this Part and any conditions imposed by the Code Enforcement Officer and/or the Township Board of Supervisors, the formal warning shall be removed when the owner applies for license renewal at a time set by the Code Enforcement Officer or by the Township Board of Supervisors.

(2) Nonrenewal. The denial of the privilege to apply for license renewal after expiration of the license term. The Township shall 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 Code Enforcement Officer or by the Township Board of Supervisors.

(3) Suspension. The immediate loss of the privilege to rent residential rental units for a period of time set by the Code Enforcement Officer or Township Board of Supervisors. 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 Code Enforcement Officer or the Township Board of Supervisors 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) Appeals. The owner may take an appeal by requesting a hearing on the suspension, nonrenewal, or revocation as set forth in Section 11-108 of this Ordinance.

2. Criteria for Applying Discipline. The Code Enforcement Officer, when recommending discipline, and the Township Board of Supervisors, when applying discipline, shall consider the following:

A. The effect of the violation on the health, safety, and welfare of 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 Part and other Ordinances of the Township 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 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 Part.

H. In addition to applying discipline as set forth above, the Code Enforcement Officer may recommend, and Township Board of Supervisors may impose upon the existing or subsequent licenses, reasonable conditions related to fulfilling the purposes of this Part.

3. 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 Township Codes and Ordinances that apply to the premises within the time directed by the Code Enforcement Officer.

B. Refusal of owner 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 occupants 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 occupants of the residential rental unit as required by this Part.

E. Failure to evict occupants after having been directed to do so by the Code Enforcement Officer of the Township as provided for in this Part.

F. Three violations of this Part or other Ordinances of the Township that apply to the premises within a license term. For purposes of this Part, 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 have received notice, in writing, of this violation within 30 days after the Code Enforcement Officer received notice of the violation.

4. Procedure for Nonrenewal, Suspension, or Revocation of License.

A. Notification. 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, be sent via certified mail 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 January 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 the right to appeal the decision suspending, revoking, or denying the renewal of the license in accordance with § 11-108 of this Part.

B. Delivery of Notification.

(1) All notices shall be sent to the owner and manager, if applicable, by certified mail. In the event that the notice is returned by the postal authorities marked "unclaimed" or "refused," then the Code Enforcement Officer shall attempt delivery by personal service on the owner or manager, if applicable. The Code Enforcement Officer shall also post the notice at a conspicuous place on the premises.

(2) If personal service cannot be accomplished 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. If such notice is not returned by the postal authorities within five days of its deposit in the U.S. Mail, then it shall be deemed to have been delivered to and received by the addressee on the fifth day following its deposit in the U.S. Mail, and all time periods set forth above shall thereupon be calculated from said fifth day.

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

§ 11-108. Appeals.

Any person aggrieved by a decision of the Montour Township Code Enforcement Officer relating to the administration of the provisions of this Ordinance may file an appeal to the Board of Supervisors of Montour Township within thirty days of the date of the decision in accordance with the provisions of the Local Agency Act. If an appeal is filed, the Board of Supervisors shall conduct a hearing in accordance with the provisions of the Local Agency Act (1978, April 28, P.L. 202, No. 53, § 5, effective June 27, 1978, as amended).

§ 11-109. Miscellaneous Provisions.

1. Notices. For purposes of this Part, any notice required hereunder to be given to a manager shall be deemed as notice given to the owner.

A. There shall be a rebuttable presumption that any notice required to be given to the owner under this Part shall have been received by such owner if the notice was given to the owner in the manner provided by this Part.

B. A claimed lack of knowledge by the owner of any violation hereunder cited shall be no defense to license nonrenewal, 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 Part.

2. Changes in Ownership 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 residential rental unit or of the changing of a residential rental unit from owner-occupied to non-owner-occupied, which thereby transforms the dwelling into a residential rental unit for purposes of this Part.

3. Owners Severally Responsible. If any residential rental unit is owned by more than one person, in any form of joint tenancy, such as a partnership or otherwise, each person shall be jointly and severally responsible for the duties imposed under the terms of this Part and shall be severally subject to prosecution for the violation of this Part.

4. Confidentiality. All registration and contact information shall be maintained in a confidential manner by the Code Enforcement Officer and shall only be utilized for the purpose of enforcement of this Part by the Code Enforcement Officer and the Township Secretary.

§ 11-110. Enforcement, Violations, and Penalties.

1. This Part shall be enforced by the Code Enforcement Officer of the Township.

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 without a valid, current license issued by the Township of Montour 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 section. It shall be unlawful for any occupant to violate this section.

3. Penalties.

A. Any landlord or owner of a residential unit which violates any of the provisions of § 11-104(6), together with all of the subsections thereunder, shall upon conviction thereof be sentenced to pay a fine of \$500 for each and every offense. Each day of the said violation shall be a separate offense.

B. Any landlord or owner of a residential rental unit which violates any of the provisions of § 11-104(11), (12), and (13) shall incur the following penalties:

(1) For the First Offense. Any owner or landlord violating any of the above listed sections shall upon conviction thereof in a summary proceeding be sentenced to pay a fine of \$100 for each and every offense. Each day of the said violation shall be a separate offense.

(2) For the Second Offense. Any owner or landlord violating any of the above listed sections shall upon conviction thereof in a summary proceeding be sentenced to pay a fine of \$300 for each and every offense. Each day of the said violation shall be a separate offense.

(3) For the Third Offense. Any owner or landlord violating any of the above listed sections shall upon conviction thereof in a summary proceeding be sentenced to pay a fine of \$500 for each and every offense or shall be imprisoned for a period not to exceed 90 days or both. Each day of the said violation shall be a separate offense.

C. Any landlord or owner of a residential rental unit who violates § 11-106 of this Part shall upon conviction be sentenced to pay a fine of not less than \$1,000.

D. Any occupant of a residential rental unit who violates any of the provisions of § 11-105 shall incur the following penalties:

(1) For the First Offense, no monetary penalty.

(2) For the Second Offense, the occupant shall pay the sum of \$300 for each and every offense.

(3) For the Third Offense, the occupant shall pay the sum of \$500 for each and every offense. Each day of said violation shall be a separate offense.

4. Fines as imposed through this Part shall be collected as allowable by law.

5. Each day during which any owner of a residential rental unit violates any provision of this Part shall constitute a separate offense.

6. This Part and the foregoing penalties shall not be construed to limit or deny the right of the Township of Montour or its agents or representatives to such equitable or other remedies as may otherwise be available with or without process of law.

7. In addition to the fines set forth herein, the Township shall be entitled to reasonable attorney's fees incurred in enforcing this Part. The said fees shall be added to any penalties set forth above.

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

§ 11-111. Repealer.

All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

§ 11-112. Severability.

The provisions of this Part shall be severable. If any provision hereof shall be held to be unconstitutional, invalid, or illegal by any Court of competent jurisdiction, such decision shall not affect the validity of any of the remaining provisions of this Part. It is hereby declared as legislative intent that this Part would have been enacted had such unconstitutional, invalid, or illegal provision not been included herein.

§ 11-113. Effective Date.

This Part shall take effect and be enforced upon its adoption as provided by law.

DULY ENACTED AND ORDAINED this 8th day of July, 2021.

MONTOUR TOWNSHIP:

BY: *Lori Ebright*
LORI EBRIGHT, CHAIR

ATTEST:

Lori Ebright
LORI EBRIGHT, SECRETARY

(SEAL)



APPENDIX A

TENANT'S COVENANTS AND OBLIGATIONS

1. Tenant shall comply with all applicable Codes and Ordinances of the Township of Montour and all applicable State laws.

2. Tenant agrees that the maximum number of persons permitted within the residential rental unit at any time shall be _____ and the maximum number of persons permitted within the common areas of the leased premises at any time shall be _____.

3. Tenant shall deposit all rubbish, garbage, and other waste from the leased premises into containers provided by the owner or landlord in a clean and safe manner and shall comply with all applicable Ordinances, laws 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. 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 police 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 Landlord Registration Ordinance of the Township of Montour and that the issuance by any municipal officer of the Township of Montour of a Certificate of Noncompliance with said Ordinance relating to the leased premises shall constitute a breach of the Tenant's rental agreement. 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 without prior notice;
- 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 of _____, 20____.

TENANT

TENANT

LANDLORD/OWNER OR MANAGER

PROPERTY ADDRESS INCLUDING UNIT NO:
