

CO 5406

GENERAL FILE NO. 3228.3

CALENDAR NO. 15

SESSIONS 2014

AMEND ORDINANCE GENERAL FILE NO. 3228

“AN ORDINANCE AMENDING AN ORDINANCE OF THE CITY OF BRADFORD, MCKEAN COUNTY, PENNSYLVANIA, PROVIDING FOR RENTAL PROPERTY.”

IT IS HEREBY ENACTED AND ORDAINED by the City Council of the City of Bradford, County of McKean, Pennsylvania, that Ordinance General File No. 3228 be amended to now read as follows:

Chapter 169: RENTAL PROPERTY

- § 169-1 Purpose; Legislative Authority; Intent.
- § 169-2 Definitions.
- § 169-3 Rental Unit Registration Required.
- § 169-4 Rental Unit Registration and Application and Renewal.
- § 169-5 Inspections.
- § 169-6 Posting of Certificate of Compliance or Notice of Noncompliance Required.
- § 169-7 Fees.
- § 169-8 Out of Compliance Units.
- § 169-9 Rental Agreement and Addendum.
- § 169-10 Disclaimer of Liability.
- § 169-11 Violations and Penalties.

Article I: Registration and Inspection of Residential Rental Units

§ 169-1 Purpose; Legislative Authority; Intent.

- A. The City of Bradford recognizes the need for a registration program for residential rental units which are located within the City to ensure that residential rental units meet all applicable building, property maintenance, fire, health, safety and zoning codes and to provide an efficient system for compelling both absentee and local landlords to correct violations and to maintain, in proper condition, residential rental units within the City.
- B. The City recognizes that its citizens have an imperative need to be free from diverse public nuisances which injure, or which threaten to injure, their health, safety and welfare, including, but not limited to, any structurally unsafe or code-deficient residential rental units, any fire hazards and any public nuisances known at public law or equity jurisprudence or as provided by the laws of the Commonwealth of Pennsylvania or the ordinances of the City.
- C. The City has concluded that the promotion of the foregoing purposes mandates the creation of a program requiring the registration of residential rental units within the City which will create an inventory of residential rental units, which will ensure the inspection of inventoried rental units and which will assure compliance with all applicable building, property maintenance, fire, health, safety and zoning codes. This article is enacted pursuant, inter alia, to the authority granted by Title 53 P.S. § 37403, subparagraph 60.

§ 169-2 Definitions.

As used in this article, the following terms and words shall have the following meanings, unless the context clearly indicates that a different meaning is intended.

CERTIFICATE OF COMPLIANCE

A document issued by the Property Maintenance Officer indicating that a rental unit registered under §§ 169-3 and 169-4 of this article complies with all applicable building, property maintenance, fire, health and safety codes, ordinances, laws and regulations.

CITY

The City of Bradford, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania established pursuant to the authority of the Third Class City Code, 53 P.S. § 35101 et seq., or any of its various divisions, agencies, committees, employees or representatives.

PROPERTY MAINTENANCE OFFICER

The City of Bradford Property Maintenance Officer appointed by City Council to enforce the Codes of the City of Bradford or any of his nominees, designees or agents.

LANDLORD

Any person, as hereinafter defined, who owns or controls one or more rental units and rents, or who seeks to rent, such rental unit or rental units, either personally or through a designated agent, to any person.

LAW ENFORCEMENT OFFICER

Shall have the meaning which is set forth in the Pennsylvania Rules of Criminal Procedure.

OWNER

The legal title holder or holders of a rental unit or the premises within which the rental unit is situated.

OWNER-OCCUPIED RENTAL UNIT

A rental unit that is occupied, in whole or in part, by an individual whose name specifically appears on the deed for the premises where the rental unit is located.

PERSON

Any natural individual, firm, partnership, association, joint-stock company, joint venture, public or private corporation, or receiver, executor, personal representative, trust, trustee, conservator or any representative appointed by order of a court of competent jurisdiction.

PREMISES

A lot, plot or parcel of land, including the buildings or structures thereon.

RENTAL UNIT

Any dwelling unit intended to be used as the living quarters for one or more individuals and not occupied by the owner of the property. This term shall include any non-owner occupied living quarters; regardless of whether or not rent or other remuneration is being paid/given for the occupancy thereof-except those premises which are specifically exempted by this article. Hotels and motels as defined in the Code of the City of Bradford at Chapter 220, § 220-5 (the Zoning Ordinance), shall be exempt from this article.

RESPONSIBLE LOCAL AGENT

A natural person having his or her place of residence in McKean County, or who conducts business in McKean County on a regular or continuing basis, who has been granted legal authority by the owner, in accordance with the laws of the commonwealth, as the agent responsible for operating one or more rental units in compliance with the ordinances adopted by the City and for accepting all legal notices or services of process with respect to said rental unit(s).

STRUCTURE

Anything constructed or erected which requires permanent location on the ground or attachment to something having such location.

TEMPORARY CERTIFICATE OF COMPLIANCE

A document issued by the Property Maintenance Officer indicating that a rental unit is registered under §§ 169-3 and 169-4 of this article. This document will contain a list of all violations of any applicable building, property maintenance, fire, health and safety codes, ordinances, laws and regulations. This document shall be valid for a period of up to 30 days unless additional time is approved by the Property Maintenance Officer.

TENANT

Any individual who has the temporary use and occupancy of real property owned by another person in subordination to that other person's title and with that other person's consent—for example, a person who rents or leases a rental unit from a landlord.

§ 169-3 Rental Unit Registration Required.

No person shall lease, rent, occupy or otherwise allow a rental unit within the City to be occupied without first registering that rental unit with the Property Maintenance Officer.

- A. The owner of the rental unit shall register the rental unit with the City by fully completing and filing a current registration form with the City, as provided in § 169-4 of this article.
- B. Registration will be denied unless, inter alia, all of the following requirements are met:
 - (1) All requirements of § 169-5, pertaining to inspection, including payment of required fees for inspection.
 - (2) All fees, if any, charged by the City for the registration of the rental units are paid in full.
 - (3) All City real estate taxes, all City utilities, including, but not limited to, water, garbage and sewage, and all fines imposed pursuant to this article are paid in full.
 - (4) The owner or responsible local agent of the rental unit has provided the Property Maintenance Officer, with inter alia, the name(s) and telephone number(s) of the tenants who will occupy the rental unit. It shall also provide the length of their occupancy. This information shall be supplied annually or, upon change of occupancy or transfer of property, in accordance with § 169-4.

§ 169-4 Rental Unit Registration Application and Renewal.

No person shall lease, rent, occupy or otherwise allow a rental unit within the City to be occupied without first registering the rental unit with the City and designating a responsible local agent. Not later than March 1 of each year, all owners shall register each rental unit within the City in accordance with the requirements of this article. Failure to register annually by March 1

of each year, failure to reregister when required by this article or willful failure to provide accurate information on the registration form shall constitute violations of this article.

A. Registration forms. Registration shall be made upon forms furnished by the City and shall, for every structure, require all of the following information:

- (1) The street address, ward and lot number of the rental unit(s);
- (2) The number and the type of rooms within each rental unit within a structure;
- (3) The name, residence address, telephone number and, where applicable, an e-mail address, mobile telephone number and facsimile number of all owners of the rental unit(s);
- (4) Name, residence address, telephone number and, where applicable, an e-mail address, mobile telephone number and facsimile number of the responsible local agent designated by the owner or owners;
- (5) The maximum number of tenants permitted by the owner and/or responsible local agent in each unit;
- (6) The name, address, telephone number and, where applicable, an e-mail address, mobile telephone number and facsimile number of the person authorized to make or order repairs or services for each rental unit, if the person is other than the owner or the responsible local agent;
- (7) The name, address and telephone number of any lien holder(s) on each rental unit or on the real property on which each rental unit is located at time of annual registration;
- (8) The name, listed telephone number and address of all tenants, the authorized number of occupants, the actual number of occupants and the termination date of the leasehold interest;
- (9) The name, address and telephone number of any entity which insures the rental unit for fire or casualty.

B. Accurate and complete information. All information provided on the registration form shall be accurate and complete. No person shall willfully provide inaccurate information for the registration of a rental unit or fail to provide the information required for such registration. The registration form shall be signed by the owner(s). When the owner is not a natural person, the owner information shall be that of the president, general manager or other chief executive of the organization. When more than one person has an ownership interest, the required information shall be provided for each owner.

C. Transfer of property. If a premise is transferred to a new owner, the new owner of a registered rental unit shall reregister the rental unit at the time of transfer.

- D. **Change in designated responsible local agent.** Owners shall notify the Property Maintenance Officer, in writing, of any change in the designation of the responsible local agent, including a change in name, address, e-mail address, telephone number, mobile telephone number or facsimile number of the designated responsible local agent, within five business days of the change.
- E. **Registration term and renewals.** Registration of a rental unit shall be effective for one calendar year. All registrations shall expire on December 31 of each year.
- F. **Registration fees.** Registration fees shall be paid on an annual basis at the time the rental unit(s) is registered. The fee shall be for thirty-five dollars (\$35.00) per unit for up to four units per property and twenty-five dollars (\$25.00) per unit for units in excess of four units per property.

§ 169-5 Inspections.

- A. Inspections may be made to obtain and maintain compliance with the purposes, intent and requirements of this article based upon any one of the following:
- (1) A complaint received by the City, or by any law enforcement officer, indicating that there is a violation of any ordinance adopted by the City or county or of any state law;
 - (2) An observation by any law enforcement officer, or by the Property Maintenance Officer, of a violation of the standards or the provisions of any ordinance adopted by the City or the county or of any state law;
 - (3) A report or observation of a rental unit that is unoccupied and unsecured or a rental unit that is damaged by fire;
 - (4) The failure to register or comply in any manner with the provisions of this article;
 - (5) An order of the Board of Health;
 - (6) The need to determine compliance with a notice or an order issued by the City or by its Board of Health;
 - (7) An emergency observed or reasonably believed to exist;
 - (8) A request for an inspection by the owner; or
 - (9) Requirements of law where a rental unit is to be demolished by the City or where ownership is to be transferred to the City;
 - (10) A biennial inspection as described in Subparagraph B below.

B. Inspection procedures:

- (1) Each rental unit shall be inspected at least once every two years. This inspection shall occur no later than 24 months from the issuance of the current Certificate of Compliance. In the event that a Temporary Certificate of Compliance is issued following an inspection, the date of that inspection, rather than the date of any reinspection, shall begin the 2 year period.
- (2) If the inspection discloses violations, the Property Maintenance Officer shall issue a letter to the owner or owner's agent with seven (7) days of said inspection. The letter shall set forth the following:
 - (a) Street address or appropriate description of the property
 - (b) Date of inspection
 - (c) Statement of code violations
 - (d) Number of days which the owner is to accomplish repairs and which the Temporary Certificate of Compliance will be in effect.
 - (e) Statement that if the repairs are not completed within the stipulated time frame owner will be subject to fines and penalties including revocation of the Temporary Certificate of Compliance.
- (3) When the Property Maintenance Officer has determined that a rental unit is in compliance with all applicable City ordinances, codes and regulations, with all applicable county ordinances, codes and regulations and with all applicable state laws and regulations, he shall issue a Certificate of Compliance for the inspected rental unit.
- (4) If, upon completion of an inspection, a rental unit is found to be in violation of one or more provisions of applicable City, county or state codes and ordinances, the Property Maintenance Officer shall take one of the following actions:
 - (a) Provide the owner(s) and/or responsible local agent with written notice of such violation(s) and require that they be corrected within a time frame stipulated by the Property Maintenance Officer. The time period for correcting most violations shall be thirty (30) days or less, however if a violation cannot reasonably be expected to be corrected within that time period an extended period shall be permitted at the discretion of the Property Maintenance Officer. For serious violations that pose a serious risk to the health and safety of the tenants but do not require the property be immediately vacated under § (b) below, the Property Maintenance Officer may require that the violations be corrected within a period as short as twenty-four (24) hours. By

mutual agreement with the owner or responsible local agent, the Property Maintenance Officer shall set a reinspection date before which such violation(s) shall be corrected.

If such violation(s) have not been corrected within the stipulated period of time, the Property Maintenance Officer shall not issue the Certificate of Compliance and may take any action necessary to enforce compliance with applicable City, county and state codes and ordinances pursuant to §169-11.

- (b) Provide the owner with written notice of violations and make a determination that the rental unit is unfit for human habitation, in which case it shall be vacated.
- (5) If there is a complaint filed about a rental unit or premises with the City, the owner(s) and/or responsible local agent shall be notified in writing. In the event that the complaint is of an emergency nature, as determined by the City, it will require immediate compliance and remediation by the owner and/or the responsible local agent. In the absence of adequate compliance and remediation, any code violation(s) may be abated by the City and charged to the owner(s) and/or the responsible local agent. If the complaint is not of an emergency nature, the owner and/or responsible local agent shall be afforded a reasonable period of time to correct such violation(s). The time period for correcting most violations shall be thirty (30) days or less; however if a violation cannot reasonably be corrected within a thirty (30) day period an extended period may be granted by the Property Maintenance Officer. In the absence of adequate compliance and remediation, any code violation(s) may be abated by the City and charged to the owner(s) and/or the responsible local agent.
- (6) No inspection shall be complete until, inter alia, all inspection fees are paid in full. If the inspection is rescheduled and the owner or responsible local agent fails to appear a second time, failure to appear shall constitute a violation of this article. Failure to secure the required inspection within 30 days of the first scheduled inspection shall result in revocation of any existing Certificate of Compliance for the rental unit.
- (7) All owners and responsible local agents shall allow any and all agents, employees and contractors of the City access to the premises, and to any owner-occupied rental unit and/or rental unit situate thereon, to enable the City to make any examinations and investigations that it deems necessary and proper and shall further all the City and all of its agents, employees, representatives and contractors to take any compliance action authorized by this article or by an order of the Board of Health. No owners and/or responsible local agents shall obstruct, impede or otherwise interfere with the entry and actions of the City or of its agents, employees, representatives or

contractors. If entry is refused or not obtained, the City and its agents are authorized to pursue recourse as provided by law, including, but not limited to, seeking the issuance of a search warrant.

- (8) In extreme circumstances when health and safety of the public is compromised, the City reserves the right to make repairs to correct the violation when the owner shall neglect, fail, or refuse to comply with the notice from the City regarding violations. The owner of the premises shall be billed after the work is completed and the City may place a lien against the property in the amount of its actual costs plus a 10% penalty to cover administrative costs in the event the bill is not paid.
- (9) Subject to §169-5B (8) a Temporary Certificate of Compliance may not be upgraded to a Certificate of Compliance if all associated fees have not been paid in full. Furthermore, a Certificate of Compliance shall be revoked if all associated fees have not been paid in full within ninety (90) days from original billing date.

§ 169-6 Posting a Certificate of Compliance or Notice of Noncompliance Required.

- A. The Certificate of Compliance shall, at all times, be displayed in a conspicuous place in each rental unit along with the name, address and telephone number of the owner or owners and the responsible local agent. Willful failure to so display the said Certificate of Compliance shall be a violation of this article. In lieu of displaying the Certificate of Compliance, the owner or responsible local agent may give the tenant a copy of the Certificate of Compliance. The owner or responsible local agent shall prepare and have the tenant sign a writing which acknowledges every tenant's receipt of the copy of the Certificate of Compliance. The signed writing shall be filed with the City within five days (5) of the tenant(s) taking occupancy of the rental unit.
- B. If the owner or the responsible local agent does not comply with this article, a Notice of Noncompliance shall be placed on the building in a manner determined by the Property Maintenance Officer. Willful removal of a Notice of Noncompliance shall constitute a violation of this article.

§ 169-7 Inspection Fees.

- A. Inspection fees for the biennial inspection shall be included with the registration fees.
- B. If an inspection is initiated by a complaint and no violation is found to exist, no inspection fee will be assessed against the owner of the inspected rental unit. If the inspection discloses a violation a thirty-five dollars (\$35.00) per unit inspection fee will be charged.
- C. Where a reinspection must be made to ensure conformity with this article for those rental units that have been issued violation notices either through the biennial inspection program or otherwise, the City will charge a separate inspection fee of thirty-five dollars (\$35.00) per unit for every reinspection.

- D. If an inspection is scheduled and the owner or responsible local agent fails to appear within fifteen (15) minutes of the scheduled time, an inspection fee shall be assessed against the owner and/or the responsible local agent.

§ 169-8 Out of Compliance Rental Units.

Any rental unit which lacks a Certificate of Compliance or Temporary Certificate of Compliance is in violation of this article and shall be treated as an unlawful structure consistent with the standards adopted in §163-1 of the City's Property Maintenance Code.

§ 169-9 Owner and Tenant Obligations.

- A. Owner shall not include language in a rental agreement that is contrary to the provisions of this article.
- B. Owner obligations shall include:
- (1) Notwithstanding any lease provisions, the City shall hold the owner responsible for regularly performing all routine maintenance, including lawn mowing and ice snow removal, and for making any and all repairs of the premises.
 - (2) The owner and/or the designated responsible local agent shall be responsible for all of the following:
 - (a) Owner shall operate the rental unit in compliance with all applicable City ordinances, codes and regulations, with all applicable county ordinances, codes and regulations, and with all applicable state laws and regulations;
 - (b) Owner shall provide access to the rental unit for the purpose of making any and all inspections necessary to ensure compliance with all applicable City ordinances, codes and regulations, with all applicable county ordinances, codes and regulations, and with all applicable state laws and regulations;
 - (c) Owner shall maintain a list of the names of any tenants and the number of occupants of each rental unit which he owns or for which he is responsible; and
 - (d) Owner shall accept all legal notices or services of process with respect to a rental unit.
- C. Tenant shall comply with all applicable Codes and Ordinance of the City including but not limited to the maximum number of unrelated persons permitted to live in the unit, disposal of rubbish, garbage and other waste, and granting access for the purpose of inspections by the Property Maintenance Officer.

§ 169-10 Disclaimer of Liability.

The issuance of a Certificate of Compliance or a Temporary Certificate of Compliance shall not impose any liability upon the City for any errors or omissions which resulted in the issuances of such Certificate, nor shall the City be responsible for any liability not otherwise imposed by law.

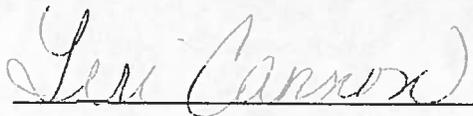
§ 169-11 Violations and Penalties.

- A. Pursuant to Title 53 P.S. §37403, subparagraph 60, and pursuant to Title 53 P.S. §39131.1(c), a violation of this article shall constitute a summary offense punishable as follows:
- (1) First violation: Costs of prosecution and a fine of three hundred dollars (\$300), or thirty (30) days imprisonment or both.
 - (2) Second violation: Costs of prosecution and a fine of six hundred dollars (\$600), or sixty (60) days imprisonment or both.
 - (3) Third and each subsequent violation: Costs of prosecution and either a fine of one thousand dollars (\$1,000) or ninety (90) days imprisonment or both.
- B. Each violation of this article and each day the violation is continued shall be deemed a separate offense. A separate violation shall exist for each unregistered unit and shall be deemed a separate offense.
- C. The owner and the agent designated by the owner shall be subject to the penalties referenced above.

This Ordinance shall be effective immediately upon adoption.

INTRODUCED THIS 28th DAY OF OCTOBER, A. D., 2014

FINALLY PASSED THIS 25th DAY OF NOVEMBER, A. D., 2014



CITY ADMINISTRATOR



MAYOR