

JESSUP BOROUGH
ORDINANCE NO. 5-2011

ESTABLISHING A REGISTRATION PROGRAM FOR RESIDENTIAL RENTAL PROPERTIES; REQUIRING ALL OWNERS OF RESIDENTIAL RENTAL PROPERTIES TO DESIGNATE AN AGENT; PRESCRIBING DUTIES AND OBLIGATIONS OF OWNERS, AGENTS AND OCCUPANTS; ESTABLISHING FEES FOR THE COSTS ASSOCIATED WITH THE REGISTRATION OF RENTAL PROPERTIES; PRESCRIBING PENALTIES FOR VIOLATIONS AND ESTABLISHING ENFORCEMENT PROCEDURES THEREFORE.

BE IT ORDAINED BY COUNCIL OF THE BOROUGH OF JESSUP, as follows:

SECTION 1. Purpose. It is the purpose of this Ordinance and the policy of Jessup Borough Council to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of owners and occupants to maintain and improve the quality of rental housing within Jessup Borough. It is also the intent of Jessup Borough Council that owners and occupants share responsibilities to obey the various codes and Ordinances adopted to protect and promote the public health, safety and welfare. As a means to these ends, this Ordinance provides a registration program for residential properties and permits within the Borough of Jessup and sets forth penalties and enforcement for violations. This Ordinance shall be liberally construed and apply to promote its purposes and policies. Borough Council believes that the health, safety and welfare of owners and occupants of rental units within the Borough would be enhanced by a system of residential rental licensing, registration, designation of agent and to ensure compliance with the various codes and Ordinances regarding maintenance of existing structures.

SECTION 2. Definitions and Interpretation. The following words, when used in this Ordinance, shall have the meanings ascribed to them in this section, except in those instances where the context clearly indicates otherwise. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number; words in the singular shall include the plural, and words in the masculine shall include the feminine and the neuter.

- a. **AGENT** – Individual of legal age and majority who has been designated under the provisions of this ordinance by the owner.
- b. **BOROUGH** – The Borough of Jessup, its officers, agents or employees so designated.
- c. **BOROUGH CODE** – The building code officially adopted by the governing body of the Borough of Jessup, and all such other codes or Ordinances officially designated by the governing body of the Borough for the regulation of construction, alteration, addition, repair removal, demolition, location, occupancy and maintenance of buildings, properties or structures.

- d. **ZONING ORDINANCE** – Zoning ordinance as officially adopted by the Borough of Jessup, as amended.
- e. **DISRUPTIVE CONDUCT**- Means any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant, person or visitor of a Rental Unit that is so loud, offensive, riotous or that otherwise disturbs other persons of ordinary sensibility in their peaceful enjoyment of their premises such that a report is made to the law enforcement 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 any criminal charges be filed against any occupant, person or visitor in order for a person, occupant or visitor to have perpetrated, caused or permitted the commission of the Disruptive Conduct, as defined herein. Provided, however, that no Disruptive Conduct shall be deemed to have occurred unless law enforcement shall have investigated and made a determination that such did occur, and keep written record, including a Disruptive Conduct Report or Police or Incident Report, of such occurrence.
- f. **DISRUPTIVE CONDUCT REPORT** – Means a written report, police or incident report issued by law enforcement to the Code Officer or his/her designee regarding a complaint. Disruptive Conduct reports shall be maintained by the Code Enforcement Office. A copy of the report shall also be forwarded to the owner or agent within ten days of receipt by the Code Officer. A copy of such report shall be submitted to the Code Enforcement Officer.
- g. **DWELLING UNIT** – Means a single habitable living unit, having its own toilet, bath or shower, sink, sleeping or cooking facilities and separate access to the outside whether or not separately rented. There may be more than one Dwelling Unit on a premises.
- h. **FAMILY** – One or more persons living in a single dwelling unit and functioning as a common household unit sharing household expenses and sharing joint use of the entire dwelling unit. If a dwelling is rented, in order to qualify as a family, there shall not be more than one (1) lease among the occupants. A family shall not include more than four (4) persons who are not “related” to each other.
- i. **INSPECTOR** – Means any person authorized by Law or Ordinance to inspect buildings or systems, e.g. zoning, housing, plumbing, electrical systems, heating systems, mechanical systems and health necessary to operate or use buildings within the Borough of Jessup. An inspector may also include Fire Prevention Officer, Fire Fighter, Fire Chief or any person designated to inspect buildings for safety and compliance with the current International Property Maintenance Code of 2000, as amended, or any Code or Ordinance in effect within the Borough of Jessup.
- j. **FIRE DEPARTMENT** – Means any Fire Department of the Borough of Jessup or any member thereof, includes Fire Prevention Officer and Fire Inspectors, and the Fire Chief or his designee.

- k. **LET FOR OCCUPANCY** – To permit possession or occupancy of a building or dwelling unit by a person who is not the legal owner of record thereof, pursuant to a written or unwritten lease and irregardless of any fee paid or not.
- l. **OCCUPANT** – Means a person who resides at a premises, such as a tenant, or any other individual that is allowed on premise by such resident or tenant, including any visitor.
- m. **OPERATOR** – Any person who has charge, care of control of a rental property.
- n. **OWNER** – Means one or more persons, jointly or separately, in who is vested all or part of the legal title to the premises, or all or part of the beneficial ownership and right to present use and enjoyment of the premises, including a mortgage holder in possession of a Rental Unit. For purposes of this Ordinance this term also includes a LANDLORD.
- o. **OWNER – OCCUPANT** – Means an owner who resides in a dwelling unit within the same building or structure as a residential lease unit on a regular permanent basis.
- p. **PERSON** – Any natural person, partnership, firm, association, corporation, or municipal authority.
- q. **POLICE DEPARTMENT** – Means the Police Department of the Borough of Jessup or any member thereof sworn to enforce laws and ordinances in the Borough or any other law enforcement authority.
- r. **PREMISES** – Means any parcel or real property in the Borough, including the land and all buildings and apartment structures or apartment elements on which one or more rental or dwelling units are located.
- s. **PROPERTY OWNER** – Any person, agent, or operator having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title on the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a Court of competent jurisdiction.
- t. **REGISTRATION CERTIFICATE** – A certificate issued by the Code Enforcement Officer or his designee indicating that the owner of rental property has complied with this Ordinance and paid the annual registration fee.
- u. **RELATED OR RELATIVE** – Persons who are related by blood, marriage, adoption or formal foster relationship to result in one of the following relationships: brother, sister, parent, child, grandparent, grandchild, great grandchild, uncle, aunt, nephew, niece, sister-in-law, brother-in-law, father-in-law, mother-in-law, or first cousin. This term shall not include relationships such as second, third and fourth cousins.

- v. **RENTAL UNIT** – Means a dwelling unit occupied by one or more tenants, regardless of any amount of money paid for such rental.
- w. **TENANT** – An person who occupies a rental unit within a rental property regardless of whether such person has executed a lease for said premises. This term includes the term occupant.

SECTION 3. APPOINTMENT OF AN AGENT

Each property owner who is not an owner-occupant, or who does not reside within the Borough of Jessup, shall be required to appoint an agent who shall live either in the Borough or within ten (10) miles from the Borough. Otherwise, each owner-occupant shall be designated as an agent.

SECTION 4. DUTIES OF THE OWNER OR AGENT

- a. The duties of an owner or agent shall be to receive notices and correspondence, including service of process, from the Borough of Jessup: to arrange for the inspection of the rental units: do or arrange for the performance of maintenance, cleaning, repair, pest control, snow and ice removal, and ensure continued compliance of the premises with the International Property Maintenance Code of 2000, as amended, Building Codes and Zoning Code in effect in the Borough of Jessup, as well as arrange for garbage registration and removal.
- b. The name, address and telephone number of an agent shall be reported to the Code Officer or his designee of the Borough of Jessup in writing upon registering the rental units.
- c. It shall be the duty of the owner or agent to permit inspection of the premises or any rental unit therein by inspectors, the Code Officer or his/her designee, the Police and Fire Departments at reasonable times after designation as may be necessary to ensure health safety and welfare of the tenants, to respond after disruptive conduct, maintain peace and order, compliance with current International Property Maintenance Code of 2000, as amended, Building Codes, Zoning Code and all Ordinances. In the event that access is refused, the Borough is authorized to obtain a warrant from a judicial officer, and may issue a disruptive conduct report and/or issue citations for violations, any alleged violation of this or other Borough Ordinances, and any facts suggesting any threat to the public health or safety.
- d. The owner has the duty to maintain the premises in good repair, clean and sanitary condition, and to maintain the premises in compliance with the current International Property Maintenance Code of 2000, as amended, Building Codes and Zoning Code and all Ordinances of the Borough of Jessup, including this Ordinance. The owner may delegate implementations of these responsibilities to an agent.

- e. It shall be the duty of the owner and agent to discourage and prevent as many as possible incidents of Disruptive Conduct, which may result in damage to the premises, breach of the peace and disturbances of the community.
- f. It shall be the duty of the owner or agent, upon the receipt of Disruptive Conduct Reports from the Borough, to contact the occupants, and to remind them of their responsibility for their conduct, and that under this Ordinance, occupancy of the rental unit can be closed for a period of up to six (6) months and citations issued.
- g. It shall be the responsibility of the owner or agent to produce a lease upon request from the Code Officer whenever it is deemed necessary by the Code Officer to enforce the Borough and Zoning Codes.
- h. If a rental unit is closed for any violations of this Ordinance, it shall be the responsibility of the occupant to find housing at their own expense and the responsibility of the owner to see to it that the occupant is properly removed from the property.
- i. If a rental unit is condemned due to the negligence of the owner, it shall be the responsibility of the owner to find housing for the occupants at the owner's expense.

SECTION 5. DUTY OF THE OCCUPANTS

- a. It is the duty of occupants to maintain their rental unit in good and sanitary condition inside and out, free of accumulations of personal property, junk, clutter or debris; to report necessary repairs, to properly dispose of garbage, and to avoid Disruptive Conduct which may damage the premises or be a breach of the peace and disturb the community.
- b. An occupant shall not intentionally cause, nor permit, nor tolerate others to damage the rental unit, common areas, or the premises or to disturb the peace.
- c. An occupant shall not intentionally cause, nor permit, nor tolerate others committing, Disruptive Conduct in the rental unit, in the common areas, and on the premises, inside or out.

SECTION 6. REGISTRATION

- a. Any person who owns a rental unit or units in the Borough shall be required to have the rental units registered with the Borough.
- b. The registration form shall include, but not be limited to the name, address and telephone number of the property owner, the location of the rental property, the number of rental units and the number of occupants per unit at the particular location. The property owner shall also provide the Department with the insurance information required in Section 9 of this Ordinance.

- c. Any property owner who owns a rental unit in the Borough and does not reside in the Borough shall provide the Department with the name, address and telephone number

of an agent residing within a ten (10) mile radius of the Borough who is authorized to accept service of process on behalf of the property owner or of said rental property. Said authorization shall be signed by the agent so designated to accept service and the property owner or operator or agent shall be required to contact the Borough each year and/or upon the change of any agency or owner in order to update the Borough records with regard to the name, address and telephone number of the locally designated agent. Failure to provide this information may result in the closure of the property to renters for a period of up to six (6) months or any other penalty allowed hereunder.

- d. The Borough shall issue a Registration Certificate to any persons who are required to register a rental property after said person has complied with the aforementioned standards and said person has paid the Annual Rental Registration as provided in **Section 10**.
- e. Said Registration Certificate must be conspicuously displayed (plainly visible from the outside) inside the rental property within three (3) feet of the principal means of ingress and egress to the property. In addition to the issuance of the Registration Certificate, each owner of rental property shall be issued a decal, which shall be permanently affixed to the door through which access is gained to the rental property, or in a window in the rental property, in such a way that the decal is visible from the exterior of the premises in which the rental property is located. The failure to affix the decal as required by this Ordinance shall constitute a violation hereof.
- f. The maximum number of occupants shall be posted in each dwelling unit. It shall be unlawful for any person, including a tenant, to allow a greater number of persons than the posed maximum number of occupants to sleep in or occupy overnight dwelling unit. Any person violating this provision shall be subject to the penalty provisions provided herein.
- g. Any property owner who owns a rental unit(s) in the Borough shall notify the Department within thirty (30) days of any change in ownership of the property.
- h. Failure to register the rental units with the Department within ninety (90) days from the date of passage of this Ordinance or within thirty (30) days following the purchase or legal conversion of a structure to a rental property shall constitute a violations of this ordinance.
- i. At the time of registration the owner shall have the name, address and telephone number of the agent of the rental units of applicable.
- j. No registration certificate shall be issued to an owner or agent whose Borough property tax or annual garbage fee is delinquent. (proof is required at time of registration).

SECTION 7. CLOSURES OF RENTAL UNITS

The Department may close a rental unit and order the eviction of any and all occupants pursuant to this Ordinance when one (1) or more of the following events occurs:

1. A riot as defined in Title 18 of the Pennsylvania Statutes occurs on the premises.
2. Three (3) disruptive conduct reports or police reports are generated from any activity upon the premises in any one (1) year period.
3. Three (3) or more violations of this Ordinance have occurred in a rental unit or on the premises within any one (1) year period.
4. An occupant of a rental unit who has implied or actual knowledge of drug activity or is convicted in a Court of Competent Jurisdiction of selling, distributing, or possessing any narcotics or controlled substances or drug paraphernalia as these terms are defined in the Pennsylvania Statutes, in the rental unit, common areas or upon the premises.
5. The rental unit, common areas or the premises are condemned by the Borough, or the Fire Department, or Borough Engineer as unsafe for human occupancy, or for being structurally unsafe.
6. The owner has failed to appoint an AGENT to respond to NOTICES from the Borough or if an owner or agent fails to respond to notices if requested or has violated any provision of this Ordinance.
7. The Owner has failed to comply with the International Property Maintenance Code of 2000, as amended, Building Codes or Zoning Code or Ordinances of the Borough, if violations thereof are found in inspection when an owner after written notice of Violations has failed to come into compliance with them within such time as the Notice may state.

Appeal: Any person aggrieved by an Order of the Borough for closure of a rental unit issued under this ordinance relating to housing, building, health or disruptive conduct may appeal such order within twenty (20) days from the date thereof, to the Borough Council by filing an appeal and paying an appeal fee of four hundred (\$400.00) dollars. A hearing will be held within twenty (20) days from the filing of the appeal before Borough Council or its committee, in accordance with local agency rules and laws.

Any person found to be in violation of any of the above numbered items one (1) through seven (7) shall be ordered to be closed by the Borough for a period of time which will be the lesser of the time needed to cure the violating event or six (6) months. Each reopening without having cured the violating event shall be considered a new violation subject to a new closure order.

SECTION 8. NOTICES

- a. All notices shall be sent to the owner or agent, if applicable, by certified mail. In the event that the notice is returned by the postal authorities marked “unclaimed” or “refused”, then the Code Officer or Police Department shall attempt delivery by personal service on the owner or agent, if applicable. The Code Officer shall also post the notice at a conspicuous place on the premises.
- b. If personal service cannot be accomplished after a reasonable attempt to do so, then the notice may be sent to the owner or agent at the address stated on the most current registration application for the premises in questions, by regular first class mail, postage prepaid. If such notice is not returned by the postal authorities within five (5) days of its deposit in the US 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.
- c. For purposes of this Ordinance, any notice required hereunder to be given to the agent shall be deemed as notice given to the owner.
- d. There shall be a rebuttable presumption that any notice required to be given to the owner under this ordinance shall have been received by such owner if the notice was given to the owner in the manner provided by this ordinance.
- e. A claimed lack of knowledge by the owner, or agent, if applicable, or any violation hereunder cited shall be no defense to closure of rental units, as long as all notice prerequisite to such proceedings have been given and deemed received in accordance with the provision of this ordinance.

SECTION 9. CASUALTY AND FIRE LEGAL LIABILITY INSURANCE

In order to protect the health, safety and welfare of the residents of the Borough, it is hereby declared that the Borough shall require casualty and fire legal liability insurance for all property owners letting property for occupancy in the Borough.

- a. **Minimum coverage; use of insurance proceeds.** All property owners owning property in the Borough shall be required to obtain a minimum of fifty thousand (\$50,000.00) dollars in fire legal liability insurance, casualty insurance in an amount sufficient to either restore or remove the building. Further, in the event of any fire or loss covered by such insurance, it shall be the obligation of the property owner to use such insurance proceeds to cause the restoration or demolition or other repair of the property in adherence to the Borough Code and all applicable ordinances.
- b. **Property owners to provide Borough with insurance information.** All property owners shall be required to place their insurance company name, policy number and policy expiration date on their Rental Property Registration form, or in alternative, to provide the Borough with a copy of their actual casualty and fire legal liability

insurance policies. A Registration Certificate shall not be issued to any person unless the aforementioned information has been provided to the Department. The Borough shall be informed of any change in policies for a particular rental property or cancellation of a policy for said property within ten (10) days of said change or cancellation.

SECTION 10. FEES

Fees for the administration of the RENTAL REGISTRATION PROGRAM shall be assessed against the property owners and shall be determined from time to time by resolution of Borough Council. If the Borough Council does not pass a resolution setting a Registration Fee, no fee shall apply.

SECTION 11. ENFORCEMENT

- a. The following persons are hereby authorized to enforce this Ordinance: The Chief of Police and any Police Officer of the Borough of Jessup or having lawful jurisdiction in same; the Code Enforcement Officer of the Borough of Jessup or his/her designee; Inspectors, Zoning Officer, Solicitor or any of their designees.
- b. The designation of any person to enforce this Ordinance or authorization of an Inspector, when in writing, and signed by a person authorized by Section (11 a) to designate or authorize an inspector to enforce this Ordinance, shall be prima facie evidence of such authority before the District Justice, Court of Common Pleas, or any other Court, administrative body of the Borough, or of this Commonwealth, and the designating person need not be called as a witness thereto.

SECTION 12. FAILURE TO COMPLY WITH THIS ORDINANCE

If any person shall fail, refuse or neglect to comply with any provisions of this Ordinance, or any rules or regulations, or any reasonable orders or directions of a Borough representative in reference thereto, the Borough may order the closure of the rental units, until such conditions or orders are complied with, in addition to all other remedies available.

SECTION 13. VIOLATION AND PENALTIES

Any person, firm or corporation who shall violate any provision of the Ordinance shall, upon conviction thereof, be sentenced to pay a fine of not less than \$300.00 and not more than \$600.00, plus costs, or imprisonment for a term not to exceed ninety (90) days in default of payment. Every day that a violation of this Ordinance continues shall constitute a separate and distinguishable offense.

SECTION 14. APPLICABILITY and EXEMPTIONS

The provisions of the ordinance shall not apply to properties which are:

- a. Hotels or dormitories;

- b. Rental units owned solely by a public authority, as defined under the Municipal Authorities Act;
- c. Elderly multi-dwelling units where 75% or more of the occupants are persons over the age of sixty-five (65); and
- d. Properties in which the owner maintains a bonafide domicile and in which there are no more than two (2) rentals units.

SECTION 15. SAVING CLAUSE

This ordinance shall not affect violations of any other ordinance, code or regulation existing prior to the effect date hereof, and any such violations shall be governed and shall continue to be punishable to the full extent of the law under the provisions of those ordinances, codes or regulations in effect at the time the violation was committed.

SECTION 16. SEVERABILITY

In any sections, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other sections, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The Borough reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and effective administration thereof.

SECTION 17. EFFECTIVE DATE

This Ordinance shall become effective immediately upon approval.

Approved, enacted and ordained this 3 day of October, 2011, by Jessup Borough Council by a vote of 6 in favor 0 against and 1 abstentions.

ATTEST:

Sharon Mauck
SECRETARY

JESSUP BOROUGH

James Bruggs
COUNCIL PRESIDENT

EXAMINED AND APPROVED:

10-3-2011
DATE

Beverly Valvano Merkel
MAYOR BEVERLY VALVANO MERKEL