

TOWNSHIP OF HARMONY

ORDINANCE NO. 419

AN ORDINANCE OF THE TOWNSHIP OF HARMONY, BEAVER COUNTY, PENNSYLVANIA, ENACTING THE LICENSING AND INSPECTION OF ALL RENTAL UNITS INCLUDING SINGLE FAMILY, TWO-FAMILY, AND MULTIPLE FAMILY DWELLINGS, BOARDING AND ROOMINGHOUSES INCLUDING PERSONAL CARE HOMES, MOTELS, AND HOTELS; ESTABLISHING A SCHEDULE FOR INSPECTIONS BY THE TOWNSHIP CODE ENFORCEMENT OFFICER AND DESIGNEES; AND ESTABLISHING A FEE SCHEDULE FOR REGISTERING AND INSPECTING; PRESCRIBING PENALTIES FOR THE VIOLATIONS OF THIS ORDINANCE AND REPEALING CERTAIN CONFLICTING ORDINANCES.

WHEREAS, the Township desires to enact an Ordinance establishing a rental registration program in Harmony Township; and,

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Commissioners of the Township of Harmony, a First Class Township under the laws of the Commonwealth of Pennsylvania, and it is hereby ordained and enacted by virtue of the authority of the same as follows:

SECTION 1 PURPOSE/SCOPE/DECLARATION OF POLICY AND FINDINGS

It is the purpose of this Ordinance and the policy of the Township of Harmony, in order to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of Owners and Occupants relating to the rental of certain dwellings units in the Township of Harmony 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 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 Ordinance provides for a system of inspections, issuance and renewal of rental registration and licensing; owner's duties, occupant's duties; and sets penalties for violations. This Ordinance shall be liberally construed and applied to promote its purposes and policies.

In considering the adoption of this Ordinance, the Township of Harmony makes the following findings:

1. There is a greater incidence of violations of various codes of the Township of Harmony at residential properties where Owners do not reside in the Township and rent such property to individuals other than at Owner-occupied residential properties or family-occupied residential rental properties.

2. There is a greater incidence of problems with the maintenance and upkeep of residential properties where Owners do not reside in the Township and rent such property to three or more unrelated individuals than at Owner-occupied residential or family-occupied residential properties.

3. There is a greater incidence of disturbances, which adversely affect the peace and quiet of the neighborhood at residential properties where Owners rent to three or more unrelated individuals than at Owner occupied residential properties or family occupied residential rental properties.

SECTION 2 DEFINITIONS

1. TOWNSHIP - Township of Harmony, Beaver County, Pennsylvania.
2. CODE - Any CODE or ordinance adopted, enacted, and/or in effect in and for the Township of Harmony concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any PREMISES or DWELLING UNIT.
3. DISRUPTIVE CONDUCT - Any form of conduct, action, incident, or behavior, perpetrated, caused, or permitted by any occupant or visitor of a regulated dwelling unit that is so loud, untimely (time of 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 complaining of such action, conduct, incident or behavior. It is not necessary that such action, conduct 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 disruptive conduct the commission of disruptive conduct as defined herein. Provided, however, no disruptive conduct shall be deemed to have occurred unless the police shall investigate and make a determination that such did occur, and keep a written record of such occurrence.
4. DISRUPTIVE CONDUCT REPORT - A written report of DISRUPTIVE CONDUCT on a form to be prescribed therefore, to be completed by the POLICE who actually investigates an alleged incident of DISRUPTIVE CONDUCT and which shall be maintained by the Code Enforcement Officer or designated representative.
5. DORMITORY - A college or university building containing living quarters for Students.
6. DWELLING - A building having one or more DWELLING UNITS.
7. DWELLING UNIT - A room or group of rooms within a DWELLING and forming a single unit and used for living and sleeping purposes, having its own Cooking facilities, and a bathroom with a toilet and a bathtub or Shower.
8. GUEST - A PERSON on the PREMISES with the actual or implied Consent of an OCCUPANT.
9. ILLEGAL ACTIVITIES - The occupant shall not engage in nor tolerate nor permit others on the premises to engage in any conduct declared illegal under Pennsylvania Crimes Code (47 PS 1-101 et seq) or the Controlled Substance, Drug, Device and Cosmetic Act (35 PS 780-101 et seq).

10. 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 present use and enjoyment of the PREMISES, including a mortgage holder in possession of a REGULATED RENTAL UNIT. (Same as OWNER).

11. MANAGER - An adult individual designated by the OWNER of a REGULATED RENTAL UNIT. The MANAGER shall be the agent of the OWNER for services of process and receiving notices or demands and to perform the obligation of the OWNER under the Ordinance and under RENTAL AGREEMENTS With OCCUPANTS.

12. MULTIPLE-UNIT DWELLING - A building containing three (3) or more independent DWELLING UNITS, including but not limited to, double houses, townhouses, Condominiums, apartment houses, and Conversion apartments.

13. OCCUPANCY LICENSE - The license issued to the OWNER of REGULATED RENTAL UNITS under this Ordinance, which is required for the lawful rental and occupancy of REGULATED RENTAL UNITS.

14. OCCUPANT - An individual Who resides in a REGULATED 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 written lease or by the laws of the Commonwealth of Pennsylvania.

15. 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 present use and enjoyment of the PREMISES, including a mortgage holder in possession of REGULATED RENTAL UNIT.

16. OWNER-OCCUPIED DWELLING UNIT - A DWELLING UNIT in which the OWNER resides on a regular, permanent basis.

17. PEACEFUL ENJOYMENT - The occupant shall conduct him or herself and require other persons, including, but not limited to, guests on the premises and within his or her regulated rental unit with his or her Consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of adjacent nearby dwellings by the persons occupying the same.

18. PERSON - A natural PERSON, partnership, corporation, unincorporated association, limited partnership, trust, or any other entity.

19. PERSONAL CARE HOME (PCH) - A residence that provides shelter, meals, supervision, and assistance with personal care tasks, typically for people with physical, behavioral health, or cognitive disabilities who are unable to care for themselves but do not need nursing home or medical care. While available services vary and are based on the individual needs of each resident, services provided at a typical PCH include assistance with eating/drinking, walking/getting in and out of a bed or chair, toileting. Bowel and bladder management, bathing, personal hygiene, arranging for and managing health care, making/keeping doctor's appointments, assisting with or administering medications, positioning in bed or chair, doing laundry, arranging for transportation, shopping/managing finances, using the telephone/Writing

letters, caring for possessions, participating in social/recreational activities, using prosthetics, getting and caring for seasonal clothes.

20. **POLICE** - The POLICE DEPARTMENT of the Township of Harmony or any properly authorized member or officer thereof any other law enforcement agency having jurisdiction within the Township of Harmony.

21. **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 REGULATED RENTAL UNITS is located.

22. **REGULATED RENTAL UNIT** - Any dwelling unit that is rented, leased, let out, or otherwise permitted to be occupied by a person(s) other than the owner. Vacant dwelling units are classified as regulated rental units.

23. **RENTAL AGREEMENT** - A written agreement between OWNER/LANDLORD and OCCUPANT/TENANT supplemented by the Addendum embodying the terms and conditions concerning the use and occupancy of a specified REGULATED RENTAL UNIT or PREMISES.

24. **RESIDENTIAL USE** - The occupant shall, unless otherwise permitted by applicable law or ordinance, occupy or use his or her regulated rental unit for no other purpose than as a residence.

25. **ROOMING HOUSE** - Any DWELLING or that part of any DWELLING containing one (1) or more rooming units, in which space is let by the OWNER or operator to three (3) or more PERSONS who are not husband or wife, son or daughter, mother or father or sister or brother of the owner or operator.

26. **SINGLE-FAMILY DWELLING** - A detached building containing one dwelling unit, designed and intended to be occupied by one family for living purposes.

27. **TENANT** - An individual who resides in a REGULATED 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 written lease or by the laws of the Commonwealth of Pennsylvania. (Same as OCCUPANT).

28. **TWO-FAMILY DWELLING** - A detached building containing two dwelling units, each entirely separate from each other, designed and intended to be occupied to be occupied for living purposes.

29. **UNRELATED** - Of or pertaining to two (2) or more PERSONS not related to one another through blood to the level of second cousins, adoption, or marriage.

30. **VICINITY OF PREMISES** - The condition of being near or proximity to a REGULATED RENTAL UNIT in which an occupant resides.

SECTION 3 OWNER'S DUTIES

A. General

1. It shall be the duty of every OWNER to keep and maintain all REGULATED RENTAL UNITS in compliance with all applicable Codes and provisions

of all other applicable state laws and regulations and local ordinances and to keep such property in good and safe condition.

2. As provided for in this Ordinance, every OWNER 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 Ordinance, every OWNER shall also be responsible for regulating the conduct and activities of the OCCUPANTS of every REGULATED RENTAL UNIT that he, she or it owns in the TOWNSHIP, which conduct or activity takes place at such REGULATED RENTAL UNIT Or its PREMISES.

3. In order to achieve those ends, every OWNER of a REGULATED RENTAL UNIT shall regulate the conduct and activity of the OCCUPANTS thereof, both contractually and through enforcement, as more fully set forth below.

4. This section shall not be construed as diminishing or relieving, in any way, the responsibility of OCCUPANTS or their GUESTS for their conduct or activity; nor shall it be construed as an assignment, transfer, or projection over or onto any OWNER of any responsibility or liability which OCCUPANTS or their GUESTS may have as a result of their conduct or activity under any private cause of action, civil or Criminal 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.

5. This Ordinance is not intended to, nor shall its effect be to limit other enforcement remedies, which may be available to the TOWNSHIP against an OWNER, OCCUPANT, or GUEST thereof.

B. Designation of Manager

Every OWNER who is not a full-time resident of the Township of Harmony, or elsewhere in an area that is a local call from the Township of Harmony, shall designate a MANAGER who shall reside in an area that is a local call from the Township of Harmony. If the OWNER is a corporation, a MANAGER shall be required if an officer of the corporation does not reside in the aforesaid calling 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 in the aforesaid calling area. Said partner shall perform the same function as 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 Ordinance and under RENTAL AGREEMENTS with OCCUPANTS. The identity, address and telephone number(s) of a PERSON who is designated as MANAGER hereunder shall be provided by OWNER or MANAGER to the Township, and such information shall be kept current and updated as it changes.

C. Disclosure

1. The OWNER or MANAGER shall disclose to the OCCUPANT in writing on or before the commencement of tenancy:

- a. The name, address and telephone number of MANAGER; if

applicable, and

b. The name, address and telephone number of the OWNER of the PREMISES.

2. Before an OCCUPANT initially enters into or renews a RENTAL AGREEMENT for a REGULATED RENTAL UNIT, the OWNER or MANAGER shall furnish the OCCUPANT with the most recent inspection report relating to the property.

D. Maintenance of Premises

1. The OWNER shall maintain the PREMISES in compliance with the 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.

2. The OWNER and OCCUPANT may agree that the OCCUPANT is to perform specific 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:

a. 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; and

b. The agreement does not diminish or affect the obligation of the OWNER to Other OCCUPANTS in the PREMISES.

3. In no case shall the existence of any agreement between OWNER and OCCUPANT relieve an OWNER of any responsibility under this Ordinance or other Ordinances or Codes for maintenance of PREMISES.

E. Written Rental Agreement

1. All RENTAL AGREEMENTS for REGULATED DWELLING UNITS shall be in writing and shall be supplemented with the Addendum. No oral leases and no oral modifications thereof are permitted. All disclosure and information is required to be given to OCCUPANTS by the OWNER shall be furnished before the signing of the RENTAL AGREEMENT. The OWNER shall provide OCCUPANT with copies of the RENTAL AGREEMENT and Addendum upon execution.

2. Term and Conditions - OWNER and OCCUPANT may include in a RENTAL AGREEMENT terms and conditions not prohibited by this Ordinance or other applicable ordinances, regulations, and laws, including rent, term of agreement, and other provisions governing the rights and obligations of the parties.

3. Prohibited Provisions - Except as otherwise provided by this Ordinance, no RENTAL AGREEMENT may provide that the OCCUPANT or OWNER agrees to waive or to forego rights or remedies under this Ordinance. A provision prohibited by this subsection included in a RENTAL AGREEMENT is unenforceable.

4. Attachment of Ordinance to Rental Agreement - Following the effective date of this Ordinance, a copy hereof shall be provided to OWNER by the TOWNSHIP, at the time of initial licensing. Before executing a Rental Agreement with a TENANT, the OWNER shall inform the TENANT (S) that a copy of the Ordinance is available for them

to review and shall provide the TENANT with a copy thereof, if requested by the TENANT.

5. The OWNER shall secure a written acknowledgement from OCCUPANTS that the OCCUPANTS have received the disclosures and information required by this ORDINANCE.

6. Upon oral or written request by the Township of Harmony, the OWNER, within ten (10) days of the request, shall furnish to the Township , copies of the acknowledgement that the OCCUPANTS received the disclosures and information required by this Ordinance.

7. Upon oral or written request by the Township of Harmony, the OWNER, within ten (10) days of the request, shall furnish to the Township for inspection purposes only, copies of the leases the OWNER has entered into for regulated rental units.

8. All OWNERS, LANDLORDS, or PROPERTY MANAGERS within ten (10) days after new OCCUPANTS move-in to a REGULATED RENTAL UNIT or additional TENANTS are added or in Case of real estate thereafter acquired or thereafter rented or becoming available for rental, within ten (10) days of the acquisition, rental or availability for rental thereof, as the case may be, shall report to the TOWNSHIP the DWELLING address, the number of units hereafter rented and available for rental, and the first and last names of the OCCUPANTS at the time of registration at which unit is Occupied.

F. Complaints

The OWNER shall reply promptly to reasonable complaints and inquiries from OCCUPANTS.

G. Landlord/Tenant Act

The OWNER shall comply with all provisions of the LANDLORD-TENANT Act of the Commonwealth of Pennsylvania.

H. Commons Areas

Where an OWNER does not regulate the use of COMMON AREAS and the behavior of OCCUPANTS and GUESTS in the COMMON AREAS, the OWNER shall be directly responsible for the behavior of OCCUPANTS and GUESTS in the COMMON AREA as if the OWNER Were an OCCUPANT.

I. Enforcement

In the event that the same occupant is convicted of a third DISRUPTIVE CONDUCT violation within a one-year period, the Code Enforcement Officer or designated representative shall direct the OWNER to evict the OCCUPANT who violated the Ordinance and not to permit the OCCUPANT to occupy the PREMISES.

J. 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.

SECTION 4 OCCUPANT'S DUTIES

A. General

The OCCUPANT shall comply with all obligations imposed upon OCCUPANTS by this Ordinance, all applicable Code and Ordinances of the Township and all applicable provisions of state law.

B. Health and Safety Regulations

1. The maximum number of persons permitted in any REGULATED RENTAL UNIT at any time shall not exceed the standards outlined in Township Property Maintenance Code Section 404.5 concerning occupant load. The maximum number of persons permitted in the COMMON AREAS of any MULTIPLE-UNIT DWELLING at any time shall not exceed one (1) person for each fifteen (15) square feet of COMMON AREA On the PREMISES.

2. The OCCUPANT shall dispose from his or her REGULATED RENTAL UNIT all rubbish, garbage, and other waste in a clean and safe manner prescribed in Township Ordinances and separate and place for collection all recyclable materials in compliance with the Recycling Plan of Harmony Township Solid Waste and Recycling Ordinance.

3. The OCCUPANT must also abide by Township Ordinances regulating the collection, removal and disposal of solid waste. All discarded trash, debris, rubbish, etc. must be maintained in garbage bags in garbage containers with lids. Garbage is not to be placed on Curb for pick up no earlier than 6 p.m. the night before garbage pick-up and emptied Containers must be removed from curb immediately after.

C. 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 REGULATED 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.

D. Residential Use

The OCCUPANT shall, unless otherwise permitted by applicable law or ordinance, occupy or use his or her REGULATED RENTAL UNIT for no other purpose than as a residence.

E. Illegal Activities

The OCCUPANT shall not engage in, not tolerate not permit others on the PREMISES to engage in, any conduct declared illegal under the Pennsylvania Crimes Code (18 Pa C.S.A. s 101, et seq) or Liquor Code (47 P.S. s 1-101 et seq), or the Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. x 780-101 et seq).

F. Disruptive Conduct

1. The OCCUPANT shall not engage in, not tolerate nor permit others on the PREMISES or VICINITY of PREMISES to engage in, DISRUPTIVE CONDUCT, or other violations of the Ordinance.

2. When POLICE investigate an alleged incident of DISRUPTIVE CONDUCT, he or she shall complete a DISRUPTIVE CONDUCT REPORT upon a finding that the reported incident did, in his or her judgment, constitute "disruptive conduct" as defined herein. The information filled in on said report shall include, if possible, the identity or identities of the alleged perpetrator(s) of the DISRUPTIVE CONDUCT and all other obtainable information including the factual basis for the DISRUPTIVE CONDUCT requested on the prescribed form. Where the POLICE make such investigation, said POLICE officer shall then submit the completed DISRUPTIVE CONDUCT REPORT to the Code Enforcement Officer or designated representative. In all cases, the CODE ENFORCEMENT OFFICE shall mail a notification of the DISRUPTIVE CONDUCT REPORT to the OWNER or MANAGER within fourteen (14) working days of the occurrence of the alleged DISRUPTIVE CONDUCT.

3. The third occurrence of disruptive conduct within one-year period from the most current alleged DISRUPTIVE CONDUCT will result in the OWNER, LANDLORD, and/or PROPERTY MANAGER to take action to repossess the REGULATED RENTAL UNIT.

a) OWNER, LANDLORD, and/or PROPERTY MANAGER must file a Tenant/Landlord Complaint against OCCUPANTS at the District Justice Office within thirty (30) days from date of written notice.

b) OWNER, LANDLORD, and/or PROPERTY MANAGER is responsible to notify RENTAL REGISTRATION OFFICE of the time and date of hearing or request that the District Justice Office Send a notice to the TOWNSHIP.

c) OCCUPANTS can voluntarily remove themselves from the PREMISES within thirty (30) days from date of written notice.

G. 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.

H. Damage to Premises

The OCCUPANT shall not intentionally cause, nor permit nor tolerate others to cause, damage to the PREMISES. Conduct which results in damages in excess of \$500 shall be considered a violation of this Ordinance.

I. Inspection of Premises

The OCCUPANT shall permit inspections by the Code Enforcement Officer or designated representative or his designated representative of the PREMISES at reasonable times, upon reasonable notice from the LANDLORD.

SECTION 5 REGISTRATION REQUIREMENTS

A. Registration Requirements

1. No PERSON, firm or corporation owning, managing, conducting, or operating a DWELLING UNIT shall rent, lease, let out, or permit the same to be occupied without first Securing registration for each Occupied DWELLING UNIT issued pursuant to the provisions of this Ordinance and other applicable ordinances and regulations enacted by TOWNSHIP Board. In addition to the foregoing, registration is required for every vacant DWELLING UNIT that the OWNER intends on renting, leasing, letting out or permitting the same to be occupied.

2. The OWNERS of each dwelling listed herein will be subject to the following registration requirements and fees:

 a) Each person who allows a one-family dwelling to be occupied by a person or persons other than the owner of the one-family dwelling, and where this action by the owner has occurred for a period in excess of thirty (30) days within the calendar year, shall be required to annually file with the TOWNSHIP 'S Rental Registration Office.

 b) Each person who operates a two-family dwelling, multiple family dwelling, personal care homes, boarding and rooming houses including motels, and hotels shall be required to annually file with the Rental Registration Office.

 c) The rental registration and accompanying registration fees shall be filed and paid on or before January 31, 2017 or on or before August 31 of the first year in which initial fee and/or renewal fee hereof apply and annually thereafter.

 d) The rental registration and accompanying registration fees shall be filed and paid annually on or before January 31 each year the REGULATED RENTAL UNIT is occupied for more than thirty (30) days in the registration period of January 1' to December 31 of each year and annually thereafter.

 e) The OWNERS, LANDLORDS, and/or PROPERTY MANAGERS who register a DWELLING must provide the TOWNSHIP first and last names of all OCCUPANTS of each DWELLING UNIT at the time of registration.

3. All OWNERS, LANDLORDS, and/or PROPERTY MANAGERS are required to have all potential OCCUPANTS at time of application must provide one form of identification, which shall be a document with photo identification, such as a driver's license, college identification or passport. Copies of such must be provided to the TOWNSHIP at the time of registration.

4. All OWNERS, LANDLORDS, and/or PROPERTY MANAGERS within ten (10) days after new OCCUPANTS move-in a REGULATED RENTAL UNIT or additional TENANTS are added to a REGULATED RENTAL UNIT or in case of real estate thereafter acquired or thereafter rented or becoming available for rental, within ten (10) days of the acquisition, rental or availability for rental thereof, as the case may be, shall report to the TOWNSHIP within ten (10) days the DWELLING address, the number of units hereafter rented and available for rental, and the first and last names of the OCCUPANTS at which unit is occupied. OWNER'S shall also provide the name of the Agent, PROPERTY MANAGER, and repairperson for each building.

B. Registration Fees

1. Every PERSON initially registering shall supply all information requested by the TOWNSHIP and pay an initial registration fee as follows:

1 - family rental unit.....	\$50
2-family rental unit.....	\$100
Multi-family 3-10 units.....	\$125 plus \$10 per unit
Multi-family over 10 units.....	\$150 plus \$10 per unit
Rooming houses, Dormitories & Hotels.....	\$150 plus \$10 per unit

2. Thereafter, the subsequent registration fee for annual renewal shall be as follows:

1 - family rental unit.....	\$50
2-family rental unit.....	\$75
Multi-family 3-10 units.....	\$35 per unit
Multi-family over 10 units.....	\$35 per unit
Rooming houses, Dormitories & Hotels.....	\$30 per unit

3. The fee schedules in this ordinance shall be amended from time to time by resolution.

4. The registration fees are for the period of January 1 to December 31. The fees are due to the TOWNSHIP on or before January 31 each year when those other than the property OWNER have occupied the DWELLING for more than thirty (30) days at any time during that year.

5. Initial registrations filed after January 31st will not be prorated. The listed fees are as is at any time throughout the year.

C. Late Fees

That the reasonable cost incurred by the Township of Harmony when registration fees are submitted after the annual deadline date of January 31st and prior to filing of citation is as follows:

Late fee per REGULATED UNIT.....	\$100.00
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D. Exemptions

OWNER of a one-family dwelling listed herein will be subject to the following registration requirements and fees:

a) Each PERSON who allows a one-family dwelling to be occupied by a tenant under a Land Installment Contract/Article of Agreement/Lease with Purchase Option to purchase the PROPERTY for ownership must provide written documentation, which must be signed by all parties. The Code Enforcement Officer or designated representative upon review of adequate written documentation will decide exemption.

b) Each PERSON who allows a one-family dwelling to be occupied by a PERSON who was the former OWNER of property being occupied but is no longer the listed OWNER due to health, financial difficulties, etc.

c) Each PERSON who allows an immediate family member such a mother/father, brother/sister, daughter/son, grandson/granddaughter, to reside at questioned property rent free will be exempt. Copy of Birth Certificates will need to be provided for exemption.

d) Niece/Nephew, Aunt/Uncle, Cousin is NOT included in the exemptions.

SECTION 6 LICENSES AND INSPECTIONS

A. License Requirement

1. As a prerequisite to entering into a RENTAL AGREEMENT or permitting the occupancy of any REGULATED RENTAL UNIT (except as provided in subparagraph 3, below), the OWNER of every such REGULATED RENTAL UNIT shall be required to apply for and obtain a License for each REGULATED RENTAL UNIT.

2. A license shall be required for all REGULATED RENTAL UNITS.

3. The following categories of rental properties shall not require Licenses, and shall not, therefore, be subject to the permitting provision of this Ordinance:

a) OWNER-occupied DWELLING UNIT 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.

b) Hospitals and nursing homes.

c) Bed and Breakfast.

4. The application for the License shall be in a form as determined by the TOWNSHIP.

5. The OWNER shall maintain a Current list of OCCUPANTS in each REGULATED DWELLING UNIT that shall include correct spelling of their first and last name, permanent address, number of occupants per unit, and indication over/under the age of 18. The OWNER shall furnish the list to the TOWNSHIP and shall notify the TOWNSHIP of any changes in the number of OCCUPANTS SO that revisions can be made to the License.

6. The OWNER shall furnish with his or her application for license a copy of written lease form or detailed written summary of the terms and conditions of any lease form or detailed written summary of the terms and conditions of any lease agreement the OWNER intends to have the OCCUPANTS of each licensed dwelling unit execute or otherwise agree to. If a copy has been provided when the application was first executed, a copy does not have to be provided upon renewal unless changes have been made. If the OWNER uses more than one form of lease, the OWNER shall furnish a copy of each form. The license will not be issued if the lease form does not meet the requirements of Section 3.E., Written Rental Agreement of this Ordinance.

7. The OWNER shall furnish with his or her application, for inspection purposes only, the leases that have been entered into that will cover all or part of the license term. The license will not be issued if such leases are not furnished for inspection. Leases shall be furnished for all persons who have paid a down payment at the time that the OWNER applies for a license or have committed to residing in the premises.

B. Occupancy Limit

The License shall indicate thereon the maximum number of OCCUPANTS allowed in each REGULATED RENTAL UNIT as described in Section 4, B. Health and Safety Regulations. This number is set by the Code Enforcement Officer or designated representative at the time of initial inspection.

C. Other Fees

1. Transfer Fee - A \$10.00 per property transfer fee will be charged for every REGULATED RENTAL UNIT that is transferred to new ownership.

2. Re-inspection Fee - A Fifty (\$50.00) Dollar fee will be charged for re-inspections.

a) Each unit after the initial visit by the Code Enforcement Officer or designated representative to the REGULATED RENTAL UNIT scheduled for inspection shall incur a Fifty (\$50.00) Dollar re-inspection fee, whether or not the REGULATED RENTAL UNIT passes the inspection.

b) If the OWNERS, LANDLORDS, and/or PROPERTY MANAGERS have not paid past inspection or registration fees, then no further inspections on any properties owned by the OWNER will be conducted until all the fees are paid in full.

c) Should an inspection fail for any reasons it shall be OWNER'S responsibility to contact the Code Enforcement Officer or designated representative when the repairs are complete.

D. Inspection: Inspector

1. The Code Enforcement Officer or designated representative is hereby designated as the official authorized to enforce this Ordinance and to take appropriate measures to abate violations hereof, for and on behalf of the Township of Harmony.

2. This section shall not be construed so as to limit or restrict the Code Enforcement Officer or designated representative authority to conduct inspections of PREMISES, whether or not subject to the permitting and inspection requirements of this Ordinance, pursuant to any other ordinance or Code.

E. Inspection, Issuance

1. All inspections require the attendance of the OWNERS, LANDLORDS, and/or PROPERTY MANAGERS for all REGULATED RENTAL UNIT inspections.

2. The Code Enforcement Officer or designated representative shall, upon receipt of an initial application for a license, inspect the rental dwelling. Such inspection may take place within 30 days of the initial application.

3. An initial inspection is to be conducted before a REGULATED RENTAL UNIT becomes occupied with OCCUPANTS/TENANTS, and the RENTAL UNIT shall be inspected every twenty-four (24) months thereafter, unless new occupants move into the unit.

4. In the event that the inspection is in compliance with CODES, the license applied for shall be issued. In the event that such DWELLING UNIT is not in compliance with CODES, the Code Enforcement Officer or designated representative shall document violations of CODES and indicate repairs that must be completed in a given timeframe. Failure by OWNERS, LANDLORDS, and/or PROPERTY MANAGERS to complete repairs will result in the property being posted uninhabitable/unfit for human occupancy until necessary Corrections have been made and re-inspected and approved by the Code Enforcement Officer or designated representative.

5. All PREMISES shall be subject to periodic inspection by the CODE ENFORCEMENT OFFICER or another duly authorized agent of the TOWNSHIP .

F. Inspection: Periodic Inspection

1. The Code Enforcement Officer or designated representative shall inspect each one-family and two-family dwelling at least once every second year on or before the annual anniversary of the initial inspection following the filing of the rental registration. These periodic inspections shall occur notwithstanding more frequent inspections, which may be required in the investigation of complaints regarding the dwelling.

2. The Code Enforcement Officer or designated representative shall inspect each multiple family dwelling, personal care homes, boarding and rooming houses including motels, and hotels at least Once every Second year on or before the annual anniversary of the initial inspection following the filing of the rental registration. These periodic inspections shall occur notwithstanding more frequent inspections, which may be required in the investigation of Complaints regarding the dwelling.

3. The frequency of the inspections will be at the Code Enforcement Officer's or designated representative's discretion, every one to three years. MINIMUM OF ONE INSPECTION DURING A TWO-YEAR PERIOD.

G. Number of Occupants Specified

1. Every license shall specify the maximum number of occupants allowed to occupy a DWELLING UNIT, PERSONAL CARE HOME, ROOMING HOUSE, DORMITORY or HOTEL.

2. Every license shall be displayed in a conspicuous place within the PERSONAL CARE HOME, ROOMINGHOUSE, DORMITORY or HOTEL.

H. License Duration

Every DWELLING UNIT license shall remain in force for one-year period from the date of issuance or otherwise indicated on the license.

I. License Transfers

No license required by the Ordinance shall be transferable unless the new operator shall give notice in writing to the Code Enforcement Officer or designated representative within (10) days after the transfer in any manner of ownership or control of the interest in such DWELLING UNIT. Such notice shall include the name and address of the person succeeding to the ownership or control.

J. Multi-Family Dwelling Display of License

Every license shall be displayed in a conspicuous place within the multifamily dwelling.

K. Licensing of Personal Care Homes, Rooming Houses, Dormitories and Hotels

No person shall operate a personal care home, rooming house, dormitory or hotel unless he has first obtained for the Code Enforcement Officer or designated representative a license to operate such personal care home, rooming house, dormitory or hotel.

L. Compliance with Code

The Code Enforcement Officer or designated representative shall not issue a license unless the personal care home, rooming house, dormitory or hotel for which the license is required is in compliance with the Property Maintenance Code.

M. Non-Compliance

In the event the rental dwelling is not in compliance with the Property Maintenance Code, the Code Enforcement Officer or designated representative shall notify the OWNER and applicant in writing and shall specify the non-compliance with the Property Maintenance code. Upon completion of the changes, the Code Enforcement Officer or designated representative shall issue the license applied for.

N. Violation; License Revocation, Notice

1. Whenever the Code Enforcement Officer or designated representative determines that there exists a violation of the Property Maintenance Code, it shall serve notice as provided in the Property Maintenance Code and may notify the owner or operator in writing that unless the Notice of Violation is complied with, the rental dwelling license may be revoked. After the expiration of the time for Compliance as stated on the Notice of Violation, a re-inspection shall be made determine Compliance. If the violation has not been corrected and no appeal is pending, the Code Enforcement Officer or designated representative may revoke the DWELLING UNIT license and in such event shall serve written notice upon the owner or operator of such action.

2. Property will be posted uninhabitable/unfit of human occupancy until compliant.

O. Appeal

Any person whose rental dwelling license has been revoked, or whose application for license to operate a multi-family dwelling has been denied, may appeal to the Board as provided in ICC Property Maintenance Code Section 111.0.

P. Search Warrant

Upon a showing of probable cause that a violation of this Ordinance or any other ordinance of the Township of Harmony has occurred, the Code Enforcement Officer or designated representative may apply to the District Justice having jurisdiction in the Township of Harmony for a search warrant to enter and inspect the PREMISES.

SECTION 7 **GROUND FOR NON-RENEWAL SUSPENSION, OR
REVOCATION OF LICENSE**

A. General

The Code Enforcement Officer or designated representative may initiate disciplinary action against an OWNER that may result in a formal warning, non-renewal, suspension or revocation of the OWNER'S License, for violating any provision of this Ordinance that imposes a duty upon the OWNER and/or for failing to regulate the breach of duties by OCCUPANTS as provided for herein.

B. Definitions of Options to the Code Enforcement Officer or Designee

1. *Formal Warning* - Formal written notification of at least one violation of this Ordinance. Upon satisfactory compliance with this Ordinance any conditions imposed by the Code Enforcement Officer or designated representative and/or the Township of Harmony, the formal warning shall be removed when the OWNER applies for License renewal at a time set by the Code Enforcement Officer or designated representative or by the Township of Harmony.

2. *Non-Renewal* - The denial of the privilege to apply for License renewal after expiration of the License term. The TOWNSHIP will permit the OWNER to maintain OCCUPANTS in the PREMISES until the end of the license term but will not accept applications for renewal of the License until a time set by the Code Enforcement Officer or designated representative or by the Township of Harmony such time not to exceed one year from the renewal date.

3. *Suspension* - The immediate loss of the privilege to rent REGULATED RENTAL UNITS for a period of time set by the Code Enforcement Officer or designated representative or Township of Harmony such time not to exceed one year from the date of suspension. 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 privilege to rent REGULATED RENTAL UNITS for a period of time set by the Code Enforcement Officer or designated representative or Township of Harmony and the loss of the privilege to apply for renewal of the License at the expiration of time period such time not to exceed one year from the date of revocation. Upon the loss of privilege to rent, the OWNER shall take immediate steps to evict the OCCUPANTS.

5. *Reinstatement* - A Rental Registration shall be reinstated if the OWNER or operator of a REGULATED RENTAL UNIT corrects the reason for the revocation of License, re-files for the Rental Registration Program and pays the initial registration fee.

C. Criteria for Applying Sanctions

The Code Enforcement Officer or designated representative, when recommending sanctions, and the Township of Harmony, when applying sanctions, shall consider the following:

- a) The effect of violation on the health, safety, and welfare of the OCCUPANTS Of the REGULATED 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 the Ordinance and other Ordinances of the TOWNSHIP or has received notices of violations as provided for in this Ordinance.
- d) Whether the OWNER has been subject to sanctions under this Ordinance.
- e) The effect of sanctions against the OWNER 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 REGULATED DWELLING UNIT to enable the OWNER to comply with the provisions of this Ordinance.
- h) In addition to enforcing sanctions as set forth above, the Code Enforcement Officer or designated representative may recommend and Township of Harmony may impose upon the existing or subsequent licenses reasonable conditions related to fulfilling the purposes of this Ordinance.

D. Grounds for Imposing Sanctions

Any of the following may subject an OWNER to sanctions as provided for this Ordinance:

Failure to abate a violation of TOWNSHIP CODES and ordinances that apply to the premises within the time directed by the Code Enforcement Officer or designated representative.

a) Refusal to permit the inspection of the PREMISES by the Code Enforcement Officer or designated representative as required by Section 6, Licenses and Inspections of this Ordinance.

b) Failure to take steps to remedy and prevent violations of this Ordinance by OCCUPANTS of REGULATED RENTAL UNITS as required by Section 3.A., Owner's Duties. General of this Ordinance.

c) Failure to evict OCCUPANTS after having been directed to do so by the Code Enforcement Officer or designated representative of the TOWNSHIP as provided for in Section 3.I., Owner's Duties. Enforcement of this Ordinance.

d) Three violations of this Ordinance or other ordinances of the TOWNSHIP that apply to the PREMISES within a Registration term. For purposes of this Ordinance, there need be no criminal conviction before a violation can be found to exist. Before a prior violation can be considered under this Section, the OWNER must have received notice in writing of this violation within thirty days after the Code Enforcement Officer or designated representative received notice of the violation.

E. Procedure for Non-Renewal, Suspension or Revocation of License and Appeal.

Notification. Following a determination that grounds for non-renewal, suspension or revocation of a License exist, the Code Enforcement Officer or designated representative shall notify the OWNER of the action to be taken and the reason thereof. Such notification shall be in writing, addressed to the OWNER/MANAGER in question, and shall contain the following information:

a) The address of the PREMISES in question and identification of the particular REGULATED RENTAL UNIT (S) affected.

b) A description of the violation, which has been found to exist.

c) A statement that the License for said REGULATED RENTAL UNIT (S) shall be either suspended or revoked, or will not be renewed for the next Registration period or that the OWNER will receive a formal warning. In the case of a Suspension or revocation, the notice shall state the date upon which such suspension or revocation will commence, and in the case of a suspension shall also state the duration of said suspension.

d) A statement that, due to the 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, letting, or permitting occupancy of the DWELLING UNIT (S) by any individuals subject to said enforcement action, from and during the period said action is in effect.

e) Any person affected by a decision of the Code Enforcement Officer or designated representative or a notice or order issued by the Code Enforcement Officer or designated representative shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within ten (10) days after the day the decision, notice or order was served. An application for appeal may be made when it is claimed that: the true intent of the CODES or rules legally adopted hereunder has been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better method can be used. See ICC International Property Maintenance Code, Section 111, Titled "Means of Appeal".

F. Delivery of Notification

1. All violation 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 or designated representative shall attempt delivery by personal service on the OWNER or MANAGER, if applicable. The Code Enforcement Officer or designated representative 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 address 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 under above, shall thereupon be calculated from said fifth day.

SECTION 8 VIOLATIONS AND PENALTIES

A. Basis for Violation

It shall be unlawful for any PERSON, as either OWNER or MANAGER of a REGULATED RENTAL UNIT for which a license is required, to operate without a valid, current license issued by the TOWNSHIP authorizing such operation. It shall also be unlawful for any PERSON, either OWNER or MANAGER, to allow the number of OCCUPANTS of a REGULATED RENTAL UNIT to exceed the maximum limit as set forth on the license, or to violate any other provision of the ordinance. IT SHALL BE UNLAWFUL FOR ANY OCCUPANT TO VIOLATE THIS ORDINANCE.

B. Penalties

1. Any person who shall violate a provision of this Ordinance or shall fail to comply with any of the requirements hereof, or the Building Code of the Township, or shall be in violation of an approved plan or directive of the Code Enforcement Officer or designated representative shall, upon conviction thereof before the District Magistrate of the Township of Harmony, Pennsylvania be liable to pay the following penalties:

- a) First Violation - A fine of \$200.00, or thirty (30) days imprisonment, or both;
- b) Second Violation - A fine of \$500.00, or thirty (30) days imprisonment, or both;
- c) Third and each subsequent violation - A fine of \$1,000.00, or thirty (30) days of imprisonment, or both.

Each day of violation shall constitute a separate and distinct offense.

2. In cases where an OWNER, LANDLORD, and/or PROPERTY MANAGER rents a DWELLING UNIT that has not passed a CODE inspection, he or she shall be liable to pay a One Thousand (\$1,000.00) Dollar penalty per month for each DWELLING UNIT that is in Violation.

3. Cost for Missed inspections:

a) That the reasonable costs incurred by the Township of Harmony when an appointment for an inspection by The Code Enforcement Officer or designated representative of the Township of Harmony is missed by the OWNERS, LANDLORDS, and/or MANAGERS is as follows:

Scheduling appointment and preparation of forms	.75 hours	\$20.00
Appointment preparation, waiting at property and travel to and from property	1.0 hours	\$25.00
Certified Mailing-Return Receipt		\$5.00
TOTAL FINE		\$50.00

b) OWNERS, LANDLORDS, and/or MANAGERS whom are not properly prepared for the inspection such as having keys or PERSONS to access the DWELLING will be fined.

C. Non-Exclusive Remedies

The penalty provisions of this Article and the license non-renewal, suspension and revocation procedures provided in the Ordinance 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 purpose of the Ordinance. The remedies and procedures provided in the Ordinance 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 the Ordinance and whether or not an ongoing violation of such other Code or ordinance is cited as the underlying ground for a finding of a violation of this Ordinance.

SECTION 9 MISCELLANEOUS PROVISIONS

A. Notices

1. For purposes of this Ordinance, any notice required hereunder given to a MANAGER shall be deemed as notice given to the OWNER.

2. 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.

3. A claimed lack of knowledge by the OWNER of any violation hereunder cited shall be no defense to license non-renewal, suspension or revocation proceedings as long as all notices prerequisite to institution of such proceedings have been given and deemed received in accordance with the applicable provisions of this Ordinance.

B. Changes in Ownership Occupancy

It shall be the duty of each OWNER of a REGULATED RENTAL UNIT to notify the Code Enforcement Officer or designated representative in writing of any change in Ownership of PREMISES or of the number of REGULATED RENTAL UNITS on the PREMISES. It shall be the duty of the OWNER to notify the Code Enforcement Officer or designated representative in writing of any increase in the number of OCCUPANTS in any REGULATED RENTAL UNIT or of the changing of a DWELLING UNIT from OWNER-OCCUPIED to nonowner-occupied, which thereby transforms the DWELLING into a REGULATED RENTAL UNIT for purposes of this Ordinance.

C. Owners Severally Responsible

If more than one PERSON, owns any REGULATED RENTAL UNIT in any form of joint tenancy, as a partnership, or otherwise, each PERSON shall be jointly and severally responsible for the duties imposed under the terms of this Ordinance, and shall be severally subject to prosecution for the violation of this Ordinance.

SECTION 10 SEVERABILITY

If any provision of this Ordinance or the application thereof to any PERSON or circumstances is held invalid, such holding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of the Ordinance are declared severable.

SECTION 11 REPEALER

All ordinances or parts of ordinances, which are inconsistent herewith, are hereby repealed to the extent of such inconsistency.

SECTION 12 EFFECTIVE DATE

This Ordinance shall become effective immediately upon final passage.

ORDAINED and ENACTED on the 21st day of December, 2016.

ATTEST:

Tina Spragg
Township Secretary

Glenn Angus
President, Board of Commissioners