

PLAINS TOWNSHIP

ORDINANCE NO.

1 OF 201~~2~~3

AN ORDINANCE ESTABLISHING A LANDLORD REGISTRATION, LICENSING, INSPECTION AND OCCUPANCY FOR LANDLORDS WITHIN THE MUNICIPALITY OF PLAINS TOWNSHIP

RECITALS

WHEREAS, the municipality of Plains Township in the interest of the health, safety and welfare of the citizens and residents of the Township, the Board of Commissioners intends implementing requirements on Landlords, Owners and Tenants of Plains.

WHEREAS, in the interest of the health, safety and welfare of the citizens and residents of the Township, the Board of Commissioners intends implementing requirements on Landlords, Owners and Tenants within the Township of Plains;

WHEREAS, this Ordinance is intended to create a mechanism of control and enforcement on behalf of the citizens, residents, taxpayers, Landlords, Owners, Tenants and guests to protect the aforesaid safety of those same individuals and/or entities;

WHEREAS, this Ordinance is not intended to abridge any Constitutional rights or liberties which have been duly granted to the individuals, companies and other entities in the Commonwealth of Pennsylvania of the United States of America; and

NOW, THEREFORE, in consideration of the foregoing Recitals, BE IT ORDAINED by the Board of Commissioners, Township of Plains this Ordinance is hereby set forth as follows:

SECTION 1. **SHORT TITLE**

This Ordinance shall be known and may be cited as the Plains Township Landlord/Tenant Regulations, Licensing and Occupancy Ordinance.

SECTION 2. **DEFINITIONS**

As used in this Ordinance, the following terms shall have the following meanings; unless the context clearly indicates that a different meaning is intended;

- a. Dwelling Unit: A single unit providing complete independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

- b. Rooming Unit: Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

Renters Report - This is a form which will be submitted to the Plains Township Code Enforcement Office within thirty (30) days of the execution of any Rental Agreement of the date which the possession of the Rental unit is transferred to the Occupant or Tenant. This document shall contain the property location, the contact information of the Owner, Manager (if applicable), Occupant and Tenant and the start date for the term of the Rental Agreement.

SECTION 3. INSPECTION REQUIRED

- a. All two-family and single family dwellings, multifamily dwellings, Boarding houses, rooming houses, lodging houses, tourist houses, hotels that rent to permanent residents and dormitories shall be inspected systematically for compliance with this Ordinance and all other applicable laws.
- b. The provisions of this section shall not apply to:
 - 1. Dwellings, buildings, structures and uses owned and operated by any governmental agency, hospitals and nursing homes;
 - 2. Dwelling, buildings, structures and uses licensed and inspected by the state;
 - 3. Hotels that do not rent to permanent residents.
 - 4. Residential units occupied by members of a group home under the IRC 501(c) (3) recognized entity.
- c. Where a nonresidential business or activity, or a state licensed and inspected use occupies a portion of a building and premises which would be otherwise subject to this Ordinance, the provisions of this Ordinance shall be applicable to the residential and common or public areas of such building and premises.

SECTION 4. FREQUENCY OF INSPECTIONS

- a. All rental dwellings subject to the section shall be inspected upon entering into a lease agreement written or otherwise for any new tenant occupying a dwelling.
- b. Neither the common areas nor the dwelling or rooming units in structures newly constructed shall be further inspected after the completion and issuance of Certificate of Occupancy for a period of three years from the date of said certificate, unless a complaint is made thereof Thereafter said areas and units shall be inspected in accordance with the requirements of this Ordinance.

- c. Nothing in this section shall preclude the inspection of said dwellings before occupying by a new tenant upon written complaint by tenant occupying any residential or commercial unit.
- d. Residential rental units occupied by immediate members of the Owners family provided that not more than two (2) unrelated individuals, in addition to the immediate members of the owners family occupy the dwelling unit at any time.

SECTION 5. **INSPECTION CERTIFICATE HOUSING STATISTICAL REPORT
REQUIRED PROCEDURE**

No person shall rent, let or let for occupancy any dwelling subject to this division without having a valid, current certificate of inspection for that dwelling Housing Report.

SECTION 6. **INSPECTION PROCEDURE**

- 1. If, upon completion of the inspection, the premises are found to be in compliance with all applicable Township codes and Ordinance and the appropriate fee has been paid, the Township shall issue a certificate of inspection for the premises.
- 2. If, upon completion of the inspection, the premises are found to be in violation of one or more provisions of applicable Township codes and Ordinances, the Township shall provide written notice of such violations and shall set a re-inspection date before which such violation shall be corrected. If such violations have been corrected within that period, the Township shall issue a certificate of inspection for the premises. If such violations have not been corrected within that period, the Township shall not issue the certificate of inspection and may take any action necessary to enforce compliance with applicable Township codes and Ordinances. If such uncorrected violations do not pose an immediate threat to the health, safety, and welfare of the occupants, the Township Code Enforcement Officer or the Township Code Enforcement Officer's designee may authorize the occupancy of the premises for a period not to exceed 90 days.
- 3. The Code Enforcement Officer shall review the information contained within the Renter's Report to determine the issuance or denial of an occupancy' as provided in Section 2 of this Ordinance.

SECTION 7. **INSPECTION OF DWELLING FOR LEASE OR RENT**

It shall be the obligation of every Owner" Landlord and Manager of a Dwelling Unit, as defined in Section 2 of this Ordinance to notify the Code Enforcement Officer, upon listing,

advertising or offering said Dwelling unit(s) for lease or rent. The Code Enforcement Officer shall provide a "Housing Report" for said Rental Unit(s) based upon physical inspection of said Rental Units, Housing Report shall be valid for so long as that tenant or tenants remain at that dwelling unit.

SECTION 8. **CONTENTS OF HOUSING REPORT**

The Housing Report furnished by the Code Enforcement Officer to the Owner, Landlord and/or Manger will contain the following:

1. The street address or other appropriate description of subject dwelling unit(s).
2. A statement of Zoning Classification applicable to the subject dwelling unit(s).
3. A Statement concerning the conformity or non-conformity of existing uses maintained within the dwelling unit(s) and violations of the Zoning Ordinance, if any, existing at the time of inspection.
4. A statement concerning variances and/or use permits issued to date which affect said dwelling unit(s).
5. A statement of housing code violations, if any, existing at the time of inspection in conformance with Ordinance.

SECTION 9. **REQUEST FOR INSPECTION**

The owner of any dwelling subject to this division may request inspections of said dwelling at any time subject to the fee schedule in Section 17.

SECTION 10. **HOUSING REPORT**

The Code Enforcement Officer when preparing a Housing Report shall inspect the following items for conformance with the Township Building Codes and shall determine whether a minor or major infraction exists for each and any item listed. If said infraction shall be considered a hazard of the safety, health and welfare of the Occupants or the public and declared unfit for human habitations then no occupancy permit shall be issued until such time as these infractions are corrected. Said information shall include but are not limited to the following:

Basic Equipment and Facilities

Kitchen sink not provided

Lavatory basin not provided

Toilet not provided

Tub or shower not provided

Bathroom or toilet not properly enclosed

Hot and cold water not provided to kitchen sink, lavatory basin, tub or shower

Water heating facilities not provided

Light, Ventilation and Heating

Ventilation not adequate for bathroom

Two electrical outlets, or one outlet and one light fixture, not provided for each habitable room

Heating facilities inadequate or of unapproved type

Fire Sensor/Alarm

Structural

Porch defective

Outside steps defective

Exterior wall structurally weather tight

Exterior wall structurally unsafe

Roof not weather tight

Chimney in need of repairs

Exterior openings not weather tight

Exterior openings not in working condition

Foundation not watertight or rodent-proof

Inside stairs not safe

Handrails not provided on exterior nor interior stairs

Floors are defective

Joists are defective

Patch plastering needed Lack of adequate fire escape

Structural

Plumbing fixture or pipes leaking or obstructed

Plumbing fixture or pipes not properly installed

Plumbing fixtures not maintained in sanitary conditions

Bathroom or lavatory floor not impervious

Bathroom or lavatory floor not maintained in sanitary condition

Heating facilities not maintained in safe, working condition

Drainage system defective

Structural

Kitchen range defective

Defective wiring

Lighting fixtures broken, defective or improperly installed

Flexible cords used for branch wiring

Sockets, switches, or receptacles broken

Cover-plates broken or missing from switches, receptacles or outlet boxes

Any such requirements under the UCC or IMPC adapted by the Township

Range Hood for open flame gas stove/tops

SECTION 11. ISSUANCE OR DENIAL OF OCCUPANCY

- a. Code Enforcement Officer shall review the information contained within the "Housing Report". Based upon said review the Code Enforcement Officer may issue an Occupancy License, and deliver said Occupancy Certificate the Owner/Landlord and/or agent who lists, advertises, or offers a Rental unit(s) for lease or rent.
- b. The Code Enforcement Officer shall deliver the Occupancy Certificate to the Owner/Landlord and/or agent of said Rental unite(s). The Occupancy Certificate shall be transferred and delivered by the Owner/Landlord and/or Manager to the Occupant and Tenant(s) of said Rental unite(s) upon execution of the Rental Agreement and/or at the time the Occupant and Tenant(s) may take-possession, whichever is earlier.
- c. The Code Enforcement Officer shall provide and deliver to the Owner/Landlord and/or Manager written notice and explanation for the denial of a Occupancy Certificate for any Rental Unit listed, advertised or offered for lease or rent.

- d. In the event the Code Enforcement Officer denies the Occupancy Certificate the Owner/Landlord and/or Manager shall be permitted to apply for an inspection of the failed Rental unit(s). In the event the Occupancy Certificate is denied three (3) times within a one (1) year period, the Owner/Landlord and/or Manager shall not be permitted to apply for an inspection for at least ninety (90) days from the date of the third failed inspection in order to provide adequate time for the correction of any and all outstanding problems as listed by the Code Enforcement Officer. No Owner/Landlord and/or agent shall permit any Occupants or Tenants to occupy the Rental unit until the Occupancy License is issued. Failure to adhere to this Section shall cause the Owner/Landlord and/or agent to be subject to the same penalties set forth in Section 27 governing penalties.
- e. Should the Rental unit be occupied at the time of an inspection and said inspection fails, the Tenant shall be permitted to remain for thirty (30) days to provide ample time for the corrections, repairs or upgrades to be made by the Owner, Landlord, Manager or Tenant. A re-inspection shall be held no later than thirty-five (35) days from the failed inspection. If the second inspection, fails, and Owner, Landlord, Manager or Tenant cannot provide good cause for why the repairs, corrections or upgrades have not been made and there is no hazard to health, safety or welfare of the tenant or any other individual as determined by the Code Enforcement Officer, the Tenant shall be permitted to remain for an additional thirty (30) days. At no time shall a Code Enforcement Officer be permitted to allow any Tenant to remain in a Rental unit which has failed an inspection for more than sixty (60) days, after a failed second inspection.

SECTION 12. CERTIFICATE REVIEW PRIOR TO TENANT OCCUPANCY

It shall be the obligation of every Owner, Landlord and Manager to allow the Occupant(s) and Tenant(s) to review the Occupancy Certificate or written notice denying the Occupancy as provided in Section 11 to the Occupant(s) and Tenant(s) prior to the execution of any Rental Agreement for the dwelling(s), prior to the transfer of possession of the dwelling(s) and prior to the exchange of any monetary sum relative to the lease of the Rental unit(s)

SECTION 13. OPTION OF REVIEW BY OCCUPANT/TENANT

- a. The Occupant(s) and Tenant(s) shall have the right to review the information contained within the Housing Report or to waive the right to review the Housing Report prior to entering into a Rental Agreement.

- b. The Code Enforcement Officer shall deliver to the Owner, Landlord and Manager a "Renter Report" as defined in Section 2. Said form shall be delivered to the Owner, Landlord and Manager at the time when the Code Enforcement Officer delivers the Occupancy Certificate or written notice denying the Occupancy Certificate. It shall be the obligation of every Owner, Landlord and Manager to deliver the "Renter Report to the Occupant(s) and/or Tenant(s) prior to execution of the Rental Agreement for the dwelling(s), prior to the transfer of possession of the Rental unit(s) and prior to the exchange of any monetary sum relative to the lease of the dwelling(s), should a Rental Agreement not be utilized.
- c. Should the Occupant(s) and Tenant(s) wish to review the Housing Report, the Code Enforcement Officer will make arrangements for such and such Occupant(s) and Tenant(s) shall sign such report acknowledging they have reviewed the report.

SECTION 14.

PERIOD OF NOTICE

- a. Six (6) months from date of inspection, if a Rental unit(s) has not been rented or leased, the conclusiveness of the Housing Report must be either endorsed, as described in Section 10, or altered, by a new inspection to indicate appropriate changes. The Housing Report will only indicate violations and conditions as of the date of inspection. Said Housing Report does not indicate violations and/or corrections of such occurring between the date of inspection and the date of a Rental Agreement for a dwelling(s), or transfer of possession of the Rental Unit(s) when a Rental Agreement is not utilized, and of exchange of a monetary sum relative to the lease of a Rental unit(s).
- b. However, upon the request of Owner/Landlord and/or Manager, prior to the expiration of the six (6) month period referred to in Paragraph (a), the Code Enforcement Officer may request an additional inspection extending its conclusiveness for up to two (2) additional three-month periods, showing any change to the information shown on the original Housing Report. Each re-inspection however, shall extend the conclusiveness of the Housing Report for only three (3) months.

SECTION 15.

NOTTCE TO PLAINS TOWNSHIP ZONING OFFICER

After the Occupancy Certificate has been issued, and within thirty (30) days of the execution of any Rental Agreement, or upon transfer of possession of the Regulated Rental unit(s) to any Occupant(s) and/or Tenant(s), whichever is earlier, the Owner/Landlord and/or Manager must file a Renter's Report with the Plains Township Zoning Officer which shall list the following:

- a. Name, address and contact number of Owner/Landlord and/or Manager;
- b. Name of the Occupants and Tenants;
- c. Location, including street address and apartment number, of Rental Unites);
- d. Term of Rental Agreement; and
- e. Date Term shall commence.

Forms for obtaining this information shall be made available at the Plains Township Municipal Building during regular business hours.

It shall be the intent of this Section to maintain the proper information on record for such needs of the Township, including, but limited to tax collection, census counting and head counting used in obtaining state and/or federal aid or grants.

SECTION 16. FEES

- a. There is hereby established the following fee schedule for each inspection required by this Ordinance.

Residential Inspection	Fee
1.....	\$50.00/unit
Commercial Inspection	
2.....	\$100.00/unit

- b. There is hereby established the following fee schedule for each re-inspection required by this Ordinance and which is necessitated by the existence of violations of this ordinance ascertained during inspection should be as follows:

Residential Inspection	Fee
1.....	\$25.00/unit
Commercial Inspection	
2.....	\$50.00/unit

- c. The units enumerated above shall include units used to occupied by the owner of the Owner's representative..
- d. For purposes of this section the term "unit" shall mean either residential or commercial unit.

SECTION 17. **EXCEPTIONS**

The Housing Report set forth in Section 5 shall not be required for Rental Unit(s) should any of the following conditions be applicable:

- a. Where such Rental unit(s) is intended to be demolished and a valid demolition permit has been obtained from the Township of Plains.
- b. Where such Rental unit(s) is given as a gift inter-family, i.e. husband and wife, parents and children and spouses of children.

SECTION 18. **DISCLAIMER WAIVER**

Notwithstanding any other law or Ordinance, the provisions of this Ordinance may not be waived or disclaimed by an oral or written agreement executed by any Owner/Landlord and/or Manager or Occupant or Tenant.

SECTION 19. **LIABILITY OF THE TOWNSHIP**

The Housing Report shall be compiled from the records of the Township of Plains and from an inspection of the Rental Unit(s). Neither the enactment of this Ordinance nor the preparation and delivery of any Housing Report required hereunder shall impose any liability upon the Township of Plains, or officers or employees thereof, for any errors or omissions contained in such Housing Report nor shall the Township of Plains bear any liability not otherwise imposed by law.

SECTION 20 **FILING OF APPEAL**

Appeals from the findings set forth in the Housing Report must be filed in writing with the Board of Commissioners of Plains Township within seven (7) business days after issuance of said Housing Report, who will refer the appeal to the Board or Boards as follows:

1. UCC Board of Appeals, where the conditions reported constitute violations of the applicable codes of the Township of Plains or deal with the suitability of any Rental unit or structure, with regard to the health, safety and welfare of our citizens for continued occupancy; or
2. The Zoning Hearing Board, where the findings set forth in the Housing Report relate to matters concerning the classification and the use of property under the Zoning Ordinance of the Township of Plains.

Any party(s) may appeal decisions of the UCC Board of Appeals or the Zoning Hearing Board to any Court of competent jurisdiction. Said appeal shall be taken within thirty (30) days of the date of the written decision.

1. All appeals under the article must be made in writing to the Appeal Board and directed to the care of the Municipal Secretary addressed to the Municipal Building. Said appeal must specify the decision that is being appealed and state the reason or reasons thereof and facts in support of said appeal. Further any said appeal must be accompanied by a fee of \$150.00 payable to the Municipality which should be applied to cover the costs of this hearing. This fee should be refunded to the appellant if the Board hearing the appeal reversed the decision of the Code enforcement Officer.
2. The Board whom the appeal is to be heard should schedule a hearing within thirty (30) days of receipt of this appeal. A stenographer record shall be made by the Hearing Board as to any testimony concerning the appeal. A written decision shall be made by the Hearing Board and its Solicitor within twenty (20) days of the date of the completion of any testimony provided at the appeal. Said decision shall be served upon the appellant and the Code Enforcement Officer.

SECTION 21.

OWNERS DUTIES

A. GENERAL

1. It shall be the duty of every Owner to keep and maintain all 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 Rental unit 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 Rental unit which he, she or it owns in the Township, which conduct or activity takes place at such Rental unit or its premises.
3. In order to achieve those ends, every owner of a Rental Unit shall regulate the conduct and activity of the Occupants thereof both contractually and through enforcement, as more fully set forth below.
4. This section shall not be construed as diminishing or relieving, in anyway, the responsibility of Occupants or their guest 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, 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 responsibility 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 any other enforcement remedies which may be available to the Township against an Owner, Occupant, or Guest thereof.

B. DESIGNATION OF MANAGER

1. Every Owner who is not a full-time resident of the Township of Plains, or elsewhere in an area that is not within a twenty (20) mile radius of the Township of Plains, shall designate Manager who shall reside in an area that is within a twenty (20) mile radius of the Township of Plains. If the owner is a corporation; a Manager shall be required if an officer of the corporation does not reside within the aforesaid area. If an officer does reside in the area, the officer shall preform the same function as a manager. If the Owner is a partnership, a Manager shall be required if all partners do not reside within the aforesaid area. Any partner that does reside in the area shall perform the same function as a Manager. The Manager shall be the agent of the Owner for service of process and receiving of notices and demands, as well as for performing the obligations of the Owner under this Ordinance and under Rental Agreement 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. Owner or Manager shall disclose to the Occupant in writing on or before the commencement of the tenancy:
 - a. The name, address and telephone number of the Manager, if applicable; and
 - b. The name, address and telephone number of the Owner of the premises.
1. 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. Housing Report relating to the Rental unit.

D. MAINTENANCE OF PREMISES

1. The Owner shall maintain the Premises in compliance with the applicable codes of the Township and shall regularly perform all routine maintenance, including lawn mowing and ice and snow removal, and shall promptly make any and all repairs necessary to fulfill his obligation.
2. The Owner and Occupant may agree that the Occupant is to perform specified repairs, maintenance tasks, alterations, or remodeling. In such case, however, such agreement between the Owner and Occupant must be in writing. Such an agreement may be entered into between the Owner and Occupant only if:
 - a. The agreement of the parties is entered into as 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 my agreement between Owner and Occupant relieve an Owner of any responsibility under this Ordinance or other Ordinances or codes for maintenance of premises.

E. COMPLAINTS

1. The Owner or Manager shall reply promptly to reasonable complaints and inquiries from Occupants.

F. LANDLORD/TENANT ACT

1. The Owner shall comply with all provisions of the Landlord/Tenant Act of the Commonwealth of Pennsylvania.

G. COMMON AREA

1. 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 and Occupant.

H. ENFORCEMENT

1. In the event that the same Occupant is convicted of a third disruptive conduct violation within a license year, the Code Enforcement Officer shall direct the Owner to take all action necessary to evict the Occupant who violated the Ordinance and. not to permit the Occupan.t to occupy the premises during any subsequent licensing.

I. CODE VIOLATIONS

1. 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.

J. TOWNSHIP CAN MAKE REPAIRS

1. In case the Owner of premises shall neglect, fail or refuse to comply with any notice from, the Township or its Code Enforcement Officer to correct a violation relating to maintenance and repair of the premises under any code within the period of time stated in such notice, the Township may cause the Violation to be corrected. There shall be imposed upon the Owner a charge of the actual costs involved, plus ten percent (10%) of said costs for each time the Township shall cause a violation to be corrected; and the Owner of the premises shall be billed after same has been completed.. Any such bill which remains unpaid and outstanding after the time specified therein for payment shall be grounds for the imposition of a municipal lien upon the premises as provided by law. Such a lien may be reduced to judgment and enforced and collected as provided by this paragraph are not exclusive and the Township and its Code Enforcement Officer may invoke such other remedies available under this Ordinance or other applicable codes, Ordinances or Statutes, including where appropriate, condemnation proceedings or declaration of premises as unfit for habitation, or suspension, revocation, or non-renewal of the Occupancy Certificate issued hereunder.

SECTION 22. OCCUPANT DUTIES

A. GENERAL

1. All applicable Codes and Ordinances of the Township and all applicable provision of state law. The Occupant shall dispose from his or her Rental unit all rubbish, garbage, and other waste in a clean and safe manner, and separate and place for collection all recyclable materials in compliance with the recycling schedule and garbage collection set forth by the Township.

B. PEACEFUL ENJOYMENT

1. 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 Rental Unit with his or her consent, to conduct themselves in a manner compliant with the Ordinances and regulations of the Township of Plains that will not disturb the peaceful enjoyment of adjacent or nearby Dwellings by the persons occupying same.

C. RESIDENTIAL USE

1. The Occupant shall, unless otherwise permitted by applicable law or Ordinance, occupy or use his or her Rental unit for no other purpose than as a residence .

D. ILLEGAL ACTIVITIES

1. The Occupant shall not engage in, nor tolerate nor permit others on the premises to engage in, any conduct declared illegal under any federal criminal statute, and/or. Under the Pennsylvania Crimes Code (18 Pa. C.S.A. §101, et seq.) or Liquor Code (47 P.S. §1-101 et seq.), or the controlled substance, drug, device and cosmetic act (35 P.S. §780-101 et seq). Any misdemeanor or felony arrests shall be considered the basis for immediate Occupant eviction proceedings by owner

E. DISRUPTIVE CONDUCT

1. The Occupant shall not engage in, nor tolerate nor permit others on the 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 report incident did, in his or her judgment" constitute "disruptive conduct" as determined by the investigative officer and shall provide the same to the Code Enforcement Officer of the Township of Plains. The information filled in on said report shall include, if possible, the identity or identities of the alleged perpetrator(s) of the disruptive conduct and all other obtainable information including the factual basis for the disruptive conduct requested on the prescribed form. Where the police make such investigation, said police officer shall then submit the completed disruptive conduct report to the Code Enforcement Officer. In all cases, the Code Enforcement Officer shall mail a copy of the disruptive conduct report to the owner or manager within five working days of the occurrence of the alleged disruptive conduct.

F. DAMAGE TO PREMISES

1. The occupant shall not intentionally cause, nor permit nor tolerate others to cause, damage to the premises. Any conduct which results in damages in excess of \$500.00 shall be considered a violation of this Ordinance.

G. INSPECTION OF PREMISES

1. The occupant shall permit inspections by the code enforcement officer of the premises at reasonable times, upon reasonable notice (twenty-four hour notice, either written or oral, by the Code Enforcement Officer).

SECTION 23. OCCUPANCY CERTIFICATE and INSPECTION

A. CERTIFICATE REQUIREMENT

1. As a prerequisite to entering into a Rental Agreement or permitting the occupancy of any Rental unit (except as provided in subparagraph C, below), the Owner of every such Rental unit shall be required to apply for and obtain an Occupancy Certificate for each Rental unit.
2. An Occupancy Certificate shall be requested for all rental units except those excluded under section 3.
3. An Occupancy shall not be required for Multi-unit dwellings, although an Occupancy Certificate shall be required for each Rental Unit within the structure. The foregoing notwithstanding, all other provisions of this Ordinance shall apply to the common areas of the structure.
4. The application for the Occupancy Certificate shall be in a form as determined by the Township.
5. The Owner shall maintain a current list of Occupants in each rental unit which shall include their name, permanent address and permanent telephone number. The owner shall furnish the list to the Township upon request and shall notify the Township of any changes in the number of occupants so that revisions can be made to the certificate.

B. INSPECTION

1. All premises shall be subject to periodic inspection by the code enforcement officer or another duly authorized agent of the Township. Such inspection may take place when an application is submitted for an Occupancy Certificate or at any time during the year when a property becomes subject to this Ordinance. The fees for inspections are contained in Section 17 of this Ordinance.
2. The Code Enforcement officer 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 Plains.
3. This Section shall not be construed so as to limit or restrict the Code Enforcement Officer's 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.

C. SEARCH WARRANT

1. Upon a showing of probable cause that a violation of this Ordinance or any other Ordinance of the Township of Plains has occurred the Code Enforcement Officer may apply to the District Justice having jurisdiction in the Township of Plains for a search warrant to enter and inspect the premises.

D. POSTING OF CONTACT INFORMATION

1. Any multi-unit regulated rental unit shall be required to conspicuously post the contact name and address of the owner, landlord and manager for the benefit of all tenants and residents. Said information shall be posted in the Common Area of the Multi-unit rental unit.

SECTION 24. INSPECTION BEFORE OR AFTER SALE OF PREMISES

A. GENERALLY

If a rental inspection has occurred within three (3) months before the sale of the Premises (the date is defined as the date of settlement) the specific unit, but not the entire premises is exempt from the inspection prior to sale. Verification of the inspection must be shown to the Code Enforcement Officer prior to the inspection for sale.

If an inspection was conducted for the sale of a property and the inspection for a sale has occurred. three (3) months prior to the need for an inspection (i.e. a change in a tenant), the Code Enforcement Officer may waive the need for an inspection provided there is not circumstances which would necessitate a re-inspection (i.e. drug activity, criminal activity, probable cause to believe there is a. nuisance or that the Rental unit(s) are not up to code). Such decision as to whether an inspection is necessary within three (3) months after the inspection for sale is at the sole discretion of the Code Enforcement Officer.

B. SALE OF PREMISES

It shall be unlawful for any owner of any premises within the Township of Plains which has one (1) or more Rental units unless the inspections herein are conducted or lawfully exempt, to sell the premises until the inspections have been completed as set forth herein.

SECTION 25. GOUNDS FOR NON-RENEWAL, SUSPENSION OR REVOCATION OF CERTIFICATE OF OCCUPANCY

A. GENERALLY

1. The Code Enforcement Officer may initiate action against an, Owner that may result in a formal warning, non-renewal, suspension or revocation of the Occupancy Certificate, 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

1. Formal Warning – Formal written notification of at least one violation of this Ordinance. Upon satisfaction compliance with this Ordinance and any conditions imposed by the Code Enforcement Officer and/or the Township of Plains the formal warning shall be removed when the Owner applies for Certificate renewal at a time set by the Code Enforcement Officer or by the Township of Plains.

2. Non-Renewal- the denial of the privilege to apply for Occupancy Certificate renewal after expiration of the occupancy term. The Township will permit the Owner to maintain Occupants in the premises until the end of the occupancy term but will not accept applications for renewal of the Occupancy Certificate until a time set by the Code Enforcement Officer or by the Township of Plains such time not to exceed one year from the renewal date.
3. Suspension - the immediate loss of the privilege to rent the Rental units for a period of time set by the Code Enforcement Officer or the Township of Plains. Upon suspension, the Owner shall take immediate steps to evict the Occupants.
4. Revocation - the immediate loss of the privilege to rent the rental, units for a period of time set by the Code Enforcement Officer or the Township of Plains and the loss of the privilege to apply for renewal of the Occupancy Certificate at the expiration of the time period as determined by the Code Enforcement Officer from the date of revocation. Upon the loss of the 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 rental unit corrects the reason for the revocation of the Residential Rental Registration and has paid the Residential Rental Registration reinstatement fee.

C. CRITERIA FOR APPLYING SANCTIONS

1. The Code Enforcement Officer, when recommending sanctions, and the Township of Plains when applying sanctions, shall consider the following:
 - a. The effect of the violation on the health, safety and welfare of the Occupants of the Rental unit and of the residents of the premise.
 - b. The effect of the violation on the neighborhood.
 - c. Whether the Owner has prior violations of this Ordinance and other Ordinances of the Township or has received notices of the 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 and the Occupants.
 - f. The action taken by the Owner to remedy the violations and to prevent future violations, including any written plan submitted by the Owner.
 - g. The policies and lease language employed by the Owner to manage the rental unit to enable the owner to comply with the provisions of this Ordinance.
 - h. In addition to enforcing sanctions as set forth above, the Code Enforcement Officer may recommend and Township of Plains may impose upon the existing or subsequent license reasonable conditions related to fulfilling the purpose of this Ordinance.

D. GROUNDS FOR IMPOSING SANCTIONS

1. Any of the following may subject an owner to sanctions as provided for in this Article:

- a. Failure to abate a violation of the Township Codes and Ordinances that apply to the Premises within and directed by the Code Enforcement Officer.
- b. Refusal to permit inspection of the premises by the Code Enforcement Officer
- c. Failure to take steps to remedy and percent violations of this Ordinance by Occupants of Rental Unit.
- d. Failure to evict Occupants after having been directed to do so by the Code Enforcement Officer.
- d. Three violations of this Ordinance or other Ordinances of the Township that apply to the premises within a License 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 received notice of the violation.

E. PROCEDURE FOR NON-RENEWAL, S'USPENSION OR REVOCATION OF OCCUPANCY CERTIFICATE AND APPEAL

- 1. Notification, following a determination that grounds for non-renewal, suspension or revocation of a Occupancy Certificate exist, the code enforcement officer shall notify the owner of the action to be taken an the reason therefore. Such notification shall be in writing, addressed to the Owner in question, and shall contain the following information:
 - a. The address of the premises in questions and identification of the particular rental units affected.
 - b. A description of the violation which has been, found to exist.
 - c. A statement that the Occupancy Certificate for said rental units) shall be either suspended or revoked, or will not be renewed for the next Occupancy Certificate 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 rental unit(s) by more than two unrelated individuals subject to said enforcement action, from and during said action is in effect.
 - e. Any person affected by a decision of the Code Enforcement Officer or a notice or order issued by the Code Enforcement Officer shall have the right to appeal to the board of appeals, provided that a written application for appeal is file within ten (10) days after the day the decision, notice or order was served. All application for appeal may be made when it is claimed that: the true intent of the Codes or rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better method can be used. See International Property Maintenance Code. See also the Codified Ordinances of the Township of Plains.

F. DELIVERY OF NOTIFICATION

1. All notices shall be sent to the Owner and Manager, if applicable, by certified mail. In the event that the notice is returned by the postal authorities marked "unclaimed" or "refused" then the Code Enforcement Officer or other agent of the City shall attempt delivery by personal service on the Owner or Manager if applicable. The Code Enforcement Officer or other agent of the Township 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 Occupancy Certificate 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 Section 1 above, shall thereupon be calculated from said fifth day.

SECTION 26. VIOLATIONS AND PENALTIES

A. BASIS FOR VIOLATION

It shall be unlawful for any person as either Owner or Manager of a rental unit for which a Occupancy Certificate is required, to operate without a valid, current Occupancy Certificate issued by the Township authorizing such operation. It shall also be unlawful for any person, ether owner or manager, to allow the number of occupants of a regulated rental unit to exceed the maximum limit as set forth on the Occupancy Certificate, or to violate any other provision of this Ordinance. It shall be unlawful for any Occupant to violate this Ordinance.

B. PENALTIES

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 in violation of an approved plan or directive of the Code Enforcement Officer shall, upon conviction thereof before the district Magistrate of the Township of Plains, Pennsylvania, be liable to pay the following penalties:

1. First Violation - a fine of \$500.00, or thirty days imprisonment, or both;
2. Second Violation - A fine of \$750.00, or sixty days imprisonment, or both;
3. Third and each subsequent violation - A fine of \$1,000.00, or ninety days imprisonment, or both.

Upon conviction of a third offense, the Owner of the property will be required to begin eviction of the tenants/occupants of the property. A separate offense shall be deemed committed 011 each day for which a violation occur or continues.

C. NON-EXCLUSION REMEDIES

The penalties provisions of this Article and the Occupancy Certificate non-renewal, suspension and. revocation procedure provided. in this 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 purposes of this Ordinance. The remedies and procedures provided in this 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 cited is cited as the

1. For purposes of this Ordinance, any notice required hereunder to be 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 Occupancy Certificate 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 rental unit to notify the Code Enforcement Officer in writing within five (5) days of any change in Ownership of the premises or of the number of rental units on the premises. It shall also be the duty of the owner to notify the code enforcement officer in writing within five (5) days of any increase in the number of occupants in any regulated rental unit or of the changing of a rental unit from Owner occupied to non-Owner-occupied, which thereby transforms the rental unit into a rental unit for purposes of this Ordinance. Failure to so notify the Code Enforcement Officer shall be considered a violation of this Ordinance.

C. OWNERS SEVERALLY RESPONSIBLE

If any rental unit is owned by more than one person, 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.

D. 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 provisions or application, and to this end, the provisions of this Ordinance are declared severable.

SECTION 27. NUISANCE INJUNCTION

Any violation of this ordinance is hereby declared to be a nuisance. In addition to any other relief provided by this Ordinance, the Township Solicitor may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this Ordinance, Such application for relief may include seeking a temporary restraining order, temporary injunction and permanent injunction.

SECTION 28. CONFLICTS

All Ordinances or parts of Ordinances of the Township of Plains in conflict with this Ordinance to the extent of such conflict further are hereby repealed. The provisions of this Ordinance are severable. If any part of this Ordinance is declared to be unconstitutional, illegal or invalid, the validity of the remaining provisions shall be affected thereby.

SECTION 29. APPLICATIONS

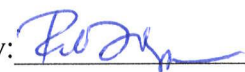
All dwelling units in the Township of Plains must be inspected in accordance with the guidelines and requirements herein no later than June 30, 2007. Additionally, any information which may be necessary and/ or must be provided by the owner, Landlord or Manager under this Ordinance must be provided to the Office of Code Enforcement no later than April 30, 2007, regardless of whether an inspection is required.

ATTEST:

TOWNSHIP OF PLAINS



SECRETARY

By: 

CHAIRMAN

By: _____
CHAIRMAN