

ORDINANCE NO. _____

AN ORDINANCE OF THE BOROUGH OF CRESSONA, SCHUYLKILL COUNTY, PENNSYLVANIA ESTABLISHING A PROACTIVE RENTAL HOUSING INSPECTION PROGRAM AND THE REQUIREMENTS THEREOF.

WHEREAS, the Council of the Borough of Cressona recognizes that the preservation of existing rental housing stock is of tremendous importance. There are more than ninety (90) rental housing properties within the Borough of Cressona. Rental housing provides needed, affordable housing for many and is a valuable asset that must be preserved and maintained. The Borough of Cressona has a significant interest in ensuring that rental housing remains a safe and desirable housing option for its citizens;

WHEREAS, there exists in the Borough of Cressona substandard and unsanitary residential buildings and rental housing units whose conditions violate state and local building, housing, and safety Codes and ordinances. Property owners may be unaware of some hazardous conditions, or may choose not to make the necessary repairs due to costs;

WHEREAS, substandard and deficient rental housing units are unfit or unsafe for human occupancy and their conditions jeopardize the health, safety, and welfare of their occupants and of the public. Substandard housing conditions pose a particularly acute risk to young children (from lead poisoning or asthma attacks from mold and other air-borne irritants), seniors (from falls), and people with chronic illnesses;

WHEREAS, relying on a complaint-based enforcement program is inadequate to ensure that rental housing properties are safely and adequately maintained. Inspection authorities often do not receive complaints about rental units with the worst violations of health and safety codes. Tenants may fear being evicted or that their rent will be raised for reporting violations or may face language or education barriers preventing them from using complaint-based programs;

WHEREAS, deteriorating and substandard buildings and dwelling units also threaten the physical, social, and economic stability of neighboring structures and surrounding neighborhoods and the community as a whole. By ensuring that landlords are aware of poor conditions before they worsen, proactive inspections encourage preventative maintenance, which is more cost effective than deferred maintenance, and thereby helps landlords to maintain their properties. Proactive rental inspection programs can ensure that properties don't become blighted, thereby preserving neighboring property values and the local tax base;

WHEREAS, public interest demands that all rental housing properties comply with the minimum standards regarding the health and safety of the public. The most effective way to seek universal compliance with the minimum standards is through routine, periodic inspections of all rental housing properties; and

WHEREAS, it is the intent of the Borough of Cressona to enact the provisions of this Chapter to establish a rental housing inspection program to secure Borough-wide compliance of

rental housing properties with minimum standards. Borough-wide compliance will reduce blight and help to ensure that all persons who live in rental housing units are provided decent, safe and sanitary housing.

NOW, THEREFORE, be it enacted and ordained by the Borough Council of the Borough of Cressona, Schuylkill County, Pennsylvania as follows:

SECTION 1—TITLE, PURPOSE, FINDINGS, EXEMPTIONS, AND APPLICABILITY

- A. Title. This Ordinance shall be codified as Chapter 11, Part 2 in the Borough Code of Ordinances and shall be known as the “Proactive Rental Housing Inspections Code.” Hereinafter, this Ordinance shall be referred to as “this Chapter.”

- B. Purpose. The purpose of this Chapter is to establish periodic, systematic inspection of rental housing within the Borough of Cressona to protect the health and safety of the public, prevent blight, and preserve property values.

- C. Exemptions. All Rental Housing Units shall be subject to the requirements of this Chapter, except for the following:
 - i. Rental Housing Unites for transient lodging, including hotels, motels, inns, and tourist homes.

 - ii. Rental Housing Units in a state licensed hospital, hospice, community care facility or nursing home; convent, monastery, or other facility occupied exclusively by members of a religious order; on-campus fraternity or sorority houses; or on-campus housing accommodations owned, operated, or managed by an institution of higher education or secondary school for occupancy by its students.

 - iii. Rental Housing Units that are owned, operated by, or receive funding or subsidies from federal, state, or local government entities and are inspected by the governmental entity at least once every five years.

- D. Applicability. Nothing in this Chapter shall limit or prohibit the authority of Borough officers or employees from enforcing any other provision of this Code or any state or federal law under their jurisdiction. None of the inspection provisions shall prohibit, condition, or otherwise limit any inspection conducted under any other provision of this Code or other applicable law.

SECTION 2—DEFINITIONS

As used in this Chapter, the following words shall have the following definitions:

CODE ENFORCEMENT OFFICER means a sworn or non-sworn inspector, officer, or investigator, who possesses specialized training in and whose primary duties are the prevention, detection, investigation, and enforcement of violations of laws regulating public nuisance, public health, safety, and welfare, public works, business activities and consumer protection, building standards, land-use, or municipal affairs.

COMMON AREAS means the areas in a rental housing building that are accessible to all occupants of the property, including, but not limited to, lobbies, laundry rooms, recreation areas, common kitchens, hallways, stairs, courtyards, light wells, garbage areas, boiler rooms, storage rooms, basements, roof areas, or parking garages or areas.

ENGAGE IN THE BUSINESS OF RENTAL HOUSING means renting or offering to rent a rental housing unit.

OWNER means a person, persons, corporation, partnership, limited liability company, or any other entity holding fee title to the subject real property.

RENTAL HOUSING UNIT means a single unit providing living facilities for one or more persons that has permanent provisions for living, sleeping, and sanitation and is rented or available for rent to tenants.

SECTION 3—REGISTRATION AND FEES

A. The follow fees shall apply:

- i. **Registration and Inspection Fee.** An Owner of any rental housing properties subject to this Chapter shall pay a registration fee of \$65.00 per unit to finance the costs of inspection and enforcement by the Borough of Cressona. This fee shall be paid annually by January 31.
- ii. **Re-scheduling Fee.** An Owner of a Rental Housing Unit shall pay a fee of \$25.00 per unit for re-scheduling an inspection, as required by Section 4(D).
- iii. **Re-inspection Fee.** There shall be no fee for the initial re-inspection. An Owner of a

Rental Housing Unit shall pay a fee of \$50 per unit for the second re-inspection and \$75.00 for per unit for any subsequent re-inspection any rental property or rental housing unit as required under Section 4(F)(iv).

B. Registration and Fee Required.

- i. It shall be unlawful for any Owner to Engage in the Business of Rental Housing, unless:
 - a. Each Rental Housing Unit is registered with the Borough of Cressona, and
 - b. The Proactive Rental Inspection Program fee is paid for each Rental Housing Unit.
- ii. A Rental Housing Unit is registered with the Borough of Cressona when the Owner of the rental property submits a completed registration form, made available by the Borough of Cressona, signed under penalty of perjury to the Borough Secretary. The registration form must contain the following information:
 - a. Description of the rental housing property, including, but not limited to, the street address and Assessor's Parcel Number;
 - b. Number and address or other description of all Rental Housing Units on the rental housing property;
 - c. Name and current contact information for the Owner of the rental housing property;
 - d. Name and current contact information for the Local Contact Representative, as described in Section 3(C)below;
 - e. Name, address, and telephone number of the person or entity that a tenant is to contact when requesting repairs be made to their Rental Housing Unit and the contact's business relationship to the Owner;
 - f. Any other information reasonably required by the Code Enforcement Officer to carry out this Chapter.
- iii. Effective January 1, 2021, the registration requirement established by this Section shall go into effect. Initial registration of rental housing units is due within 90 days

of January 1, 2021. After the initial registration, the owner shall register each housing unit annually within 90 days of January 1, or a change of ownership or occupancy.

C. Local Contact Representative

- i. Each Owner of rental housing property shall designate a Local Contact Representative with full authority to act on behalf of the Owner for all purposes under this Chapter, including the acceptance of service of all notices from the Borough of Cressona. The Owner of the rental housing property may act as the Local Contact Representative.
- ii. A Local Contact Representative shall establish and maintain a local telephone number and a residence or business address within the jurisdiction of the Borough of Cressona or within a 20-mile air radius of the Borough limits. No rental occupancy permit shall be issued to any owner residing more than 20 miles from the municipal limits of the Borough unless the owner provides the Borough Secretary with the name, mailing address, and telephone number of the agent residing within a 20-mile radius. All official notices served on the Local Contact Representative shall be deemed to have been served on the Owner. For the purposes of this subsection, a post office box is not acceptable for the agent's address.

SECTION 4—INSPECTIONS

A. Inspections Required.

- i. All rental housing properties and Rental Housing Units are subject to routine, periodic inspections, as provided by this Chapter, to ensure that the rental housing complies with all applicable building, housing, and property maintenance Codes and ordinances.
- ii. Frequency of Inspections. All rental housing properties shall be inspected once every three (3) years plus once every time there is a change in ownership or occupancy. Although the actual inspection must occur within ninety (90) days of any of the events mentioned in the preceding paragraph, the inspection must be *scheduled* within thirty (30) days of any of those events. Scheduling of the inspection shall be implemented by the Borough with coordination of the Local Contact Representative. Notification of changes in use or occupancy shall comply with Chapter 11, Part 1, Section 105 of the Borough Code of Ordinances.

- B. Non-exclusivity. None of the inspection provisions in this Chapter shall prohibit, condition, or otherwise limit any inspection conducted pursuant to this code or other applicable law.
- C. Notice of Inspection. The Code Enforcement Officer shall serve written notice of the date and time of any inspection to be conducted under this Chapter, by mailing such notice by first class mail at least fourteen (14) calendar days prior to the date of inspection. The Code Enforcement Officer shall mail the notice to the occupants of each Rental Housing Unit, the Owner, and the Local Contact Representative to the addresses provided on the registration application, as described in section 3(B)(ii). The Code Enforcement Officer shall also post official notice of the inspection in a common area of the rental property. In the case of multiple Owners of the same property, notice to any one of the Owners shall comply with the notice requirement under this Section.
- D. Re-scheduling an Inspection. An Owner or Local Contact Representative may reschedule an inspection once by contacting the Code Enforcement Officer's office at least five (5) calendar days prior to the scheduled inspection date. A rescheduled inspection must occur within fourteen 14 calendar days of the original inspection date. Violation of this Section shall result in the imposition of a re-scheduling fee.
- E. Entry.
- i. The Owner or Local Contact Representative shall provide the Code Enforcement Officer with access to all common areas and vacant units on the rental housing property.
 - ii. The Owner or Local Contact Representative is responsible for obtaining the consent of the tenant of the Rental Housing Unit for the Code Enforcement Officer's entry to inspect the unit. If the tenant does not consent to the entry for inspection, the Code Enforcement Officer is authorized to seek an inspection warrant from a court of competent jurisdiction. If a tenant or occupant of a rental housing unit refuses to allow the inspection, the Owner is in violation of this Section.
 - iii. If the Code Enforcement Officer has reasonable cause to believe that the rental housing unit is so hazardous, unsafe, or dangerous as to require immediate inspection to safeguard the public health or safety, the Code Enforcement Officer shall have the right to immediately enter and inspect the premises and may use any reasonable means required to effect the entry and make an inspection
- F. Results of Inspection.
- i. If the Code Enforcement Officer finds no code violations, the Code Enforcement

Officer shall issue a notice of compliance that shall state in plain language that the property is in compliance with all applicable laws. The Code Enforcement Officer shall mail the notice to the occupants of each rental housing unit, the Owner, and the Local Contact Representative to the addresses provided on the registration application, as described in Section 3(B)(ii).

- ii. If upon inspection, the Code Enforcement Officer discovers one or more violations of this Code and any other applicable law, the Code Enforcement Officer shall cause to be issued a notice and order to the Owner and Local Contact Representative to correct the violations. The order shall state in plain language the violations of law found and the sections of law with which the property is not in compliance. The order shall also state that failure to correct the violations may result in additional inspection fees under Section 3(A)(iii) and other enforcement actions. The Code Enforcement Officer shall mail the notice and order to the occupants of each Rental Housing Unit, the Owner, and the Local Contact Representative to the addresses provided on the registration application, as described in Section 3(B)(ii).
- iii. If the Code Enforcement Officer determines that the conditions pose a present, imminent, extreme and immediate hazard to health or safety, he or she shall order abatement of the conditions within 48 hours. Within 24 hours after the time to abate, the Code Enforcement Officer shall conduct a re-inspection of the property or rental housing unit to determine compliance with the order. If the condition has not been abated, the Code Enforcement Officer is authorized to make the necessary repairs to ensure immediate repair of dangerous, life-threatening conditions.
- iv. Except as provided in Section 4(F)(ii), the Code Enforcement Officer shall specify a reasonable time period for correction of the violations, depending on the severity of the condition, between 48 hours and 30 days from receipt of the order to correct the violations and schedule a re-inspection of the property. The Borough of Cressona may impose a fee for the additional inspection required under this subsection. The Borough of Cressona may also commence any enforcement action as provided in this Chapter, including, but not limited to those in Section 5.
- v. Except for conditions specified in Section 4(F)(iii), if the violation has not been corrected by the compliance date, but the Owner has made significant progress in correcting the violation since the prior inspection, the Code Enforcement Officer may grant a single extension of time not to exceed 30 days.

SECTION 5—PENALTIES

Any person who shall violate any provision of this Part, shall upon conviction thereof, be sentenced to pay a fine of not more than six hundred dollars (\$600.00) plus reasonable attorney fees and court costs and, in default of payment of said fine and costs to a term of imprisonment not to exceed thirty (30) days. Each day that a violation of this Part continues shall constitute a separate offense.

ENACTED this _____ day of _____, 2020, by the Cressona Borough Council in lawful session duly assembled.

CRESSONA BOROUGH
COUNCIL

Council President

CRESSONA BOROUGH

Borough Mayor

ATTEST:

Secretary