



Rental Property Inspection Packet

Cressona Borough Proactive Rental Housing Inspection Code has been adopted for the purpose to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of owners and occupants relating to residential rental units in the Borough and to encourage owners and occupants to maintain and improve the quality of rental housing within the Borough.

A systematic inspection program, registration and licensing of residential rental units, and penalties has been established to provide a means to the article. Rental units are to be routinely inspected after completion of the initial inspections once every three years.

This packet has been compiled as part of an inspection program as set forth by Cressona Borough. In this packet you will find the following pages:

- First Time Rental Registration Application
- Rental Inspection Schedule Form
- Codes Inspection Check List
- Rental Inspection Renewal Form
- Tenant Update Form
- An Example of the Inspectors Report
- Ordinance No. 03-2020

Codes Inspection Check list

The list below includes some of the areas the Inspector will be looking into during the Property Maintenance Inspection. This list is not exclusive to the items that could be noted as violations but is intended to serve as a guideline for property owners/managers to prepare for inspections.

- Gutters and downspouts must be intact and directing water away from the building.
- Sidewalks must be in good repair and free of tripping hazards.
- Windows must be operable and able to stay open without any supports, broken window panes must be replaced.
- Interior and exterior guardrails for stairs and porches over 30" above ground; four inch maximum spacing; cannot cause a "ladder" effect, unsafe steps as per building code.
- Tall grass and weeds must be maintained less than six (6) inches.
- Property must be maintained free of accumulation of rubbish and garbage.
- House numbers must be displayed in the front of property (minimum size four inches in length by ½ inch width).
- Roof must be maintained in good condition and free of leaks.
- Façade, siding, brick, veneers and wood surfaces must be maintained and free of peeling paint.
- Ground fault circuit interrupter (GFCI) receptacles required in bathrooms, kitchen with countertops, unfinished basements, garages, outside receptacles and swimming pool receptacles.
- Exposed or dangerous wiring should be eliminated.
- All receptacles, switches and junction boxes must have approved covers.
- Electrical Service must be adequately sized for the dwelling and all breakers/fuses should be labeled.
- Open slots at electrical panel should be sealed or capped.
- Smoke Detectors required adjacent to every sleeping area, in every bedroom and level of property including basements and attics. Note: Hardwired smoke detectors required in residential rental properties containing more than 3 units.
- Thumb-latch deadbolts are required at all exterior entrances to dwelling units (doubled-keyed type not permitted)
- Continuous railings required at all stairwells with more than 4 risers.
- 3-5 pound ABC fire extinguishers required in all kitchens wall mounted near the exit.
- Carbon monoxide detectors shall be required in all residential rental properties that contain attached garages, fuel fired appliances, one on each level including basements and attics and in the vicinity of any sleeping areas.
- Water heater relief valve required (maximum six inches from floor with minimum one-inch air gap from floor, rigid pipe only).
- Gas operated appliances shall be properly vented to the outside of the building.
- No leaks in plumbing system or fixtures and all fixtures must function properly (this includes floors surrounding toilets and tub/shower units- cannot be rotted or compromised from a leak)
- Proper ventilation for dryers (must vent directly outside)
- Properly functioning sewer system, sump pumps must be properly installed.
- Property owner shall supply adequate heat supply; capable of maintaining 68 degrees in all habitable rooms, bathrooms, and toilet rooms. Liquid space heaters may not be utilized as the source of heat for a residential rental property (No cooking appliances shall be used to provide space heating).



First Time Rental Registration Application

A property that was not previously a rental prior to purchase must be registered with the Borough and be inspected by Systems Design Engineering **PRIOR** to tenants moving in. It is the property owner's responsibility to register and obtain a license with the Borough and to schedule an Initial Rental Inspection.

***Complete this form and the Rental Inspection Schedule form and return it to the Borough office along with the fee calculated on the Inspection Schedule Form.**

Owner:	Email:	Date:
Address:	Local Contact Representative:	
	Address:	Note: P.O. boxes are not acceptable addresses
Phone:	Phone:	
TYPE OF RENTAL UNIT(S)- INSERT NUMBER OF RENTAL UNITS IN APPROPRIATE SPACE(S):		
Single Home(s)	Apartment(s)/Townhomes/Other	
PLEASE LIST ADDRESS OF RENTAL UNIT(S) WITH TAX PARCEL NUMBER, TYPE OF UNIT(S), TENANT(S) AND PHONE NUMBER(S):		
Address	Type	Name(s) of all Tenants & Phone Numbers (if no tenants please write "vacant")

Acknowledgement:

I hereby certify that the statements contained herein are true and correct to the best of my knowledge and belief. I understand that if I knowingly make a false statement herein, I am subject to such penalties as may be prescribed by law or ordinance.

Applicant's Signature

Local Contact Representative Signature
(If applicable)

Inspection Schedule Form

Please complete this form and return it with payment to Cressona Borough, 68 S. Sillyman St, Cressona, PA 17929. Upon receipt of the completed Scheduling form and payment, SDE will contact you to schedule your inspection(s). If you have any questions regarding scheduling your inspection please contact the SDE's Office at 610-916-8500.

Property Maintenance Inspections/Rental Inspections will be performed Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. No Inspections will be scheduled for weekends or Holidays.

Property Owner: _____ Daytime Telephone Number: (____) ____-____

Address of Property to be Inspected: _____

Email: _____

If you have a preference of the day please check boxes below:

Monday ____ Tuesday ____ Wednesday ____ Thursday ____ Friday ____

Please note any additional Information that will assist us with scheduling your Inspection:

Fee Schedule

Inspection Fee per unit: \$65.00

Number of Units: ____

Total Fees: \$_____

Re-Schedule Fee: \$25.00

Re-inspection Fee:

-Initial Re-inspection No Charge

-Second Re-inspection \$50.00 per unit

-Third and subsequent re-inspection \$75.00 per unit

**This form must be returned within 30 days of this form being sent. Failure to return this form to Cressona Borough could result in additional fines and charges.*



2024 APPLICATION FOR RENEWAL OF RESIDENTIAL RENTAL LICENSE

This form must be completed and returned to the Cressona Borough office by February of this year. Failure to remit this form to the Cressona Borough could result in the loss of your Residential Rental License and be subject to additional fines and charges.

Owner:
Address:

Email:
Local Contact Rep:
Address:

Date:

Phone:

Phone:

TYPE OF RENTAL UNIT(S)- INSERT NUMBER OF RETAL UNITS IN APPROPRIATE SPACE(S):
Single Home(s) Apartment(s)/Townhomes/Other

PLEASE LIST ADDRESS OF RENTAL UNIT(S) WITH TAX PARCEL NUMBER, TYPE OF UNIT(S), TENANT(S) AND PHONE NUMBER(S):

Address

Type

Name(s) of all Tenants & Phone Numbers (if
no tenants please write "vacant")

*You may attach an additional page if necessary

Acknowledgement:

I hereby certify that the statements contained herein are true and correct to the best of my knowledge and belief. I understand that if I knowingly make a false statement herein, I am subject to such penalties as may be prescribed by law or ordinance.

Applicant's Signature

Local Contact Representative's Signature
(If applicable)



Residential Rental Tenant Update Form

Please complete this form and send to the Cressona Borough Office if there is a change in occupancy or a change of tenants of the rental property.

Owner:
Address:

Email:

Date:

Phone:

PLEASE LIST ADDRESS(ES) OF RENTAL UNIT(S), TYPE(S), AND NAMES OF ALL TENANTS & PHONE NUMBERS FOR RENTAL PROPERTIES THAT HAVE CHANGED TENANTS OR FOR UNITS THAT ARE NO LONGER VACANT. AN INSPECTION IS REQUIRED WHENEVER THERE IS A CHANGE IN OCCUPANCY.

Address

Type

Name(s) of all Tenants & Phone Numbers

Municipality: Cressona
Permit/Housing Inspection Report

LOCATION: _____ INSPECTION DATE/TIME: _____

Property Owner(s): _____ Phone: _____

MAILING ADDRESS: _____ INSPECTOR: _____

BLDG. TYPE: ☐ SFR ☐ TWO FAMILY ☐ MULTI FAMILY MIXED USE ☐ ☐ ROOMING HOUSE
☐ CONDO

BLDG. CONSTRUCTION: ☐ BRICK ☐ FRAME ☐ SIDING ☐ OTHER

☐ STORIES ☐ UNIT **UNIT#**

ROOMS: ☐ LR ☐ DR ☐ KITCHEN ☐ FAM. ☐ BR#

☐ BATH ☐ ATTIC ☐ BASE.

FANS/VENTILATION: ☐ PASS FAIL ☐ LOC. _____ **ART./NATURAL LIGHT:** ☐ PASS FAIL ☐

Exterior	PASS	FAIL	General Facilities	PASS	FAIL	Egress/Fire Safety	PASS	FAIL
General Condition			Electrical System			Stairways/Handrails		
Sanitation			GFCI Requirments			Exit Doors/Deadbolts		
Weeds/Grass			Plumbing			Panic Bars/Self Closers		
Porch/Deck/Walls			Sanitation			Emergency Lighting		
Steps/Rails			Screens			Exit signs		
Gutters/Downspout			Insects/Rodents			Common Area Lighting		
Roof			Weatherproof			Window Size/Egress Requirement		
Accessory Buildings			Heating			Fire Exiting-Common Areas		
Unlicensed Vehicles			Hot Water			Fire Escape (3 Stories or more)		
			Basement Use			Manual Fire Alarm System (If req.		
Structure			Attic Use			Auto Detect Sys. (12+ units)		
Walls			Sealed Trash Containers			Fire Extinguisher- (Kitchen)		
Ceilings			Proper Grounding			Fire Extinguisher- (Garage)		
Floors			Dryers/Exhaust					
Windows						Smoke Detection		
Doors			Carbon Monoxide Detection			On Every Level		
Foundation			On Every Level			In Every Sleeping Quarters		
			In Vicinity of Bedrooms			Interconnected		

VIOLATIONS/ADDITIONAL COMMENTS:

INSPECTION : ☐ PASS ☐ FAIL **RE-INSPECTION REQUIRED:** YES ☐ NO ☐ **Comply By: (Date)** _____

*** If Re-Inspection is required, contact Borough Office prior to date to comply.

Office: _____

ORDINANCE NO. 03-2020

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 Units 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

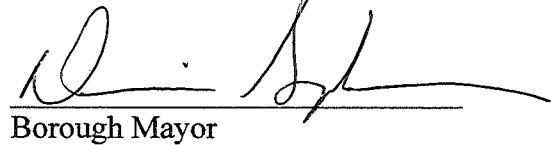
Any person who shall violate any provision of this Part, shall upon conviction thereof, be sentenced to pay a fine of not more than six hundred dollars (\$600.00) plus reasonable attorney fees and court costs and, in default of payment of said fine and costs to a term of imprisonment not to exceed thirty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

ENACTED this 16 day of November, 2020, by the Cressona
Borough Council in lawful session duly assembled.

CRESSONA BOROUGH
COUNCIL


Council President

CRESSONA BOROUGH


Borough Mayor

ATTEST:


Secretary