

## **CODE OF THE BOROUGH OF NORTHUMBERLAND**

### **Chapter 31 - RESIDENTIAL RENTAL REGISTRATION**

This chapter shall be known as the Borough of Northumberland "Residential Rental Registration Ordinance."

#### **ARTICLE I – RESIDENTIAL RENTAL UNIT REGULATIONS**

##### **§ 31.1.01 Purpose and Scope.** *(31-1)*

It is the purpose of this chapter and the policy of the Borough of Northumberland, in order to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of owners and occupants relating to the rental of residential rental units in the Borough and to encourage owners and occupants to maintain and improve the quality of rental housing within the community. It is also the policy of the Borough that owners, managers and occupants share responsibilities to obey the various codes adopted to protect and promote public health, safety and welfare. As a means to those ends, this chapter provides for a system of inspections, issuance and renewal of rental occupancy licenses and sets penalties for violations. This chapter shall be liberally construed and applied to promote its purposes and policies.

##### **§ 31.2.01 Definitions and Word Usage.** *(31-2)*

As used in this chapter, the following terms shall have the meanings indicated:

##### **Borough**

The Borough of Northumberland, Northumberland County, Pennsylvania.

##### **Code**

Any code or ordinance adopted, enacted and/or in effect in and for the Borough concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any premises or residential rental unit. Included within, but not limited by, this definition are the following which are in effect as of the date of the enactment of this chapter: the Uniform Construction Code (hereinafter "UCC") the International Property Maintenance Code, International Plumbing Code, International Fire Prevention Code, International Electrical Code, Zoning Ordinance, the International Building Code and any duly enacted amendment or supplement to any of the above and any new enactment falling within this definition.

### **Code Enforcement Officer**

The duly appointed Code Enforcement Officer(s) having charge of the Office of Code Enforcement of the Borough of Northumberland and any assistants or agents.

### **Common Area**

Any area within a structure shared by occupants of separate residential rental units that the occupants of such separate units have the right in common to use or share, including, but not limited to, kitchens, bathrooms, attics, basements, social rooms, hallways, yards, porches, walkways, sidewalks, greenspace, and entrance ways.

### **Disorderly Conduct**

- A. Shall be defined under this chapter as:
- B. Engaging in fighting, threatening or other violent or tumultuous behavior.
- C. Making unreasonable noise.
- D. Using obscene language or obscene gestures.
- E. Creating a hazardous or physically offensive condition by any act which serves no legitimate purpose of the actor.
- F. Any activities declared illegal 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.).
- G. Any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a residential rental unit that disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises such that a report is made to the police. It is not necessary that such conduct, action, incident, or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for a person to have perpetrated, caused or permitted the commission of disorderly conduct, as defined herein; provided, however, that no disorderly conduct shall be deemed to have occurred unless the police investigate and make a determination that such did occur, and keep written records, including a disorderly conduct report, of such occurrence.

### **Disorderly Conduct Report**

A written report of disorderly conduct to be completed by the police.

### **Guest**

A person on the premises with the actual or implied consent of an occupant on a temporary basis.

**Landlord**

One or more persons, jointly or severally, in whom is vested all or part of the legal title to the premises or all or part of the beneficial ownership and a right to the present use and enjoyment of the premises, including a mortgage holder in possession of the residential rental unit (same as "owner").

**Landlord-Tenant Act**

The Landlord and Tenant Act of 1951, 68 P.S. § 250.101 et seq.

**Local Point of Contact**

An individual appointed by an owner to communicate with the Borough or its agents on behalf of the owner where the owner does not reside within forty-five miles of the Borough. A local point of contact must live within twenty miles of the Borough and have the ability to coordinate responses to issues that may arise at a rental property.

**Occupant**

Any individual living or sleeping in a building, or having possession of a space within a building.

**Owner**

Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or the Borough as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person.

**Owner-Occupied Rental Unit**

A multi-unit rental unit in which the owner resides in a unit on a regular, permanent basis.

**Person(s)**

Any individual, partnership, company, association, society, trust, corporation or other group or entity, whether an owner or lessee of residences or commercial or institutional establishments.

**Police**

The Police Department of the Borough of Northumberland, authorized member or officer thereof or any other law enforcement agency having jurisdiction within the Borough of Northumberland.

**Premises**

The area occupied by a rental unit, business or other enterprise. When more than one rental unit, business or enterprise occupies a single building on the ground floor, each business area shall be considered a separate premises.

Rental units, businesses or other enterprises which occupy other floors shall be considered separate premises.

### **Rental Agreement**

A written agreement between owner/landlord and occupant/tenant supplemented by the addendum required under § 31.1.03 4.(e), embodying the terms and conditions concerning the use and occupancy of a specified residential rental unit or premises.

### **Rental Occupancy License**

The license issued to the owner of residential rental units under this chapter, which is required for the lawful rental and occupancy of residential rental units.

### **Renter**

Occupant or tenant who is listed on the rental agreement.

### **Residential Rental Unit**

Any residential structure within the Borough of Northumberland which is occupied by someone other than the owner of the real estate as determined by the most current deed and for which the owner of the said parcel of real estate received any value, including but not limited to money or the exchange of services. Each apartment or unit within a building is a separate structure requiring inspection and a license.

### **Structure**

Anything constructed or erected on the ground or attached to the ground, including but not limited to buildings, sheds, mobile homes and other similar items.

### **Tenant**

An individual who resides in a rental unit, with whom a legal relationship with the owner/landlord is established by a rental agreement and/or a lease or by the laws of the Commonwealth of Pennsylvania (same as "occupant").

## **§ 31.1.03 Duties of Owners and Managers of Residential Rental Units.**

(31-3)

- A. General. It shall be the duty of every owner to keep and maintain all rental units in compliance with all applicable state laws and regulations and local ordinances and to keep such property in good and safe condition. The owner shall be responsible for all property maintenance, including lawn mowing and ice and snow removal, and for making any and all repairs in and around the premises. As provided for in this chapter, every owner shall be responsible for regulating the proper and lawful use and maintenance of every rental unit which he or she owns. This section shall

not be construed as diminishing or relieving, in any way, the responsibility of occupants or guests for their conduct or activity; nor shall it be construed as an assignment, transfer or projection over or onto any owner of any responsibility or liability which occupants or their guests may have as a result of their conduct or activity under any private cause of action, civil or criminal enforcement proceeding, or criminal law; nor shall this section be construed so as to require an owner to indemnify or defend occupants or their guests when any such action or proceeding is brought against the occupant based on the occupant's conduct or activity. Nothing herein is intended to impose any additional civil/criminal liability upon owners other than that which is imposed by existing law. This chapter is not intended, nor shall its effects be, to limit any other enforcement remedies which may be available to the Borough of Northumberland against an owner, occupant or guest thereof.

- B. Designation of local point of contact or licensed broker.
1. Every owner who is not a full-time resident of the Borough of Northumberland and/or who does not live within 45 miles of the Borough and/or who is not employed within 45 miles of the Borough shall designate a local point of contact who shall reside within 20 miles from the Borough.
  2. If the owner is a corporation or limited liability company, a licensed broker shall be required if an officer of the corporation does not reside within the above-referenced area. The officer shall have authority to act on behalf of the corporation.
  3. If the owner is a partnership, a licensed broker or local point of contact shall be required if a partner does not reside within the above-referenced area. Said partner shall have authority to act on behalf of the partnership.
  4. If the owner utilizes a licensed broker to manager the rental property, the licensed broker shall be the agent of the owner for receiving of notices and demands, as well as for performing the obligations of the owner under this chapter and under rental agreements with occupants. The identity, address and telephone number(s) of a person who is designated as manager hereunder shall be provided by the owner or manager to the Borough and such information shall be kept current and updated as it changes. Designation of a manager shall not prohibit other authorized agents by the owner. This section shall not relieve the owner of liability for performing the obligations under this chapter.

5. It shall be presumed, for the purposes of this chapter, any communication with a properly identified manager shall serve as a communication with the owner.

C. Disclosure and records.

1. Before an occupant initially enters into or renews a rental agreement for a rental unit, the owner or manager shall furnish the occupant with the most recent inspection report relating to the property.
2. The owner or manager shall disclose to the occupant, in writing, on or before the commencement of the tenancy, a copy of the rental registration agreement.
3. Provision of summary of ordinance to occupant. Following the effective date of this chapter, a summary hereof in substantially the form set forth in Appendix A, shall be provided to the tenant at or before the commencement of the landlord-tenant relationship. If a summary has been provided at or before the commencement of the landlord-tenant relationship, a summary does not have to be provided upon renewal. Where a rental agreement has been entered into prior to the effective date of this chapter, the owner shall provide the occupants with a copy of the summary within 45 days after enactment of this chapter.
4. The owner shall maintain the rental agreement, current license and current inspection report issued by the Code Enforcement Office of the Borough of Northumberland.
5. Changes in ownership or occupancy. It shall be the duty of each owner of a residential rental unit to notify the Borough in writing of any change in ownership of the premises or of the number of residential rental units on the premises. It shall also be the duty of the owner to notify the Code Enforcement Officer, in writing, of the changing of a rental unit from owner-occupied to non-owner-occupied, which thereby transforms the dwelling into a residential rental unit for purposes of this chapter.

D. Maintenance of premises.

1. The owner shall maintain the premises in compliance with the applicable codes of the Borough and, except as permitted below, shall regularly perform or contract all routine maintenance, including lawn mowing and ice and snow removal, and shall promptly make any and all repairs necessary to fulfill this obligation.

2. The owner and tenant may agree that the tenant or occupants are to perform specified repairs, maintenance tasks, alterations or remodeling. In such case, however, such agreement between the owner and tenant must be in writing. Such an agreement may be entered into between the owner and tenant only if:
  - a) The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the owner or tenant and occupants.
  - b) The agreement does not diminish or affect the obligation of the owner to other occupants in the premises.
3. In no case shall the existence of any agreement between the owner and tenant relieve an owner of any responsibility under this chapter or other ordinances or codes for maintenance of the premises.

#### E. Rental agreement.

1. Terms and conditions. The owner and tenant may include in a rental agreement terms and conditions not prohibited by this chapter or other applicable ordinances, regulations and laws, including rent, term of the agreement and other provisions governing the rights and obligations of the parties.
2. Prohibited provisions. Except as otherwise provided by this chapter, no rental agreement may provide that a tenant, occupant or owner agrees to waive or to forgo rights or remedies under this chapter. A provision prohibited by this subsection included in a rental agreement is unenforceable.
3. The owner shall secure a written acknowledgment from tenant that the tenant has received the disclosures and information required by this chapter.
4. The rental agreement must be signed prior to occupancy and shall contain but not be limited to the following:
  - a) The address of the residential rental unit.
  - b) The residential rental unit license number.
  - c) The name, address and phone number of the property owner.
  - d) The name, address and phone number of the property manager (where applicable).
  - e) The name of the tenant.
  - f) Lease period (start and end date).
  - g) Schedule and due date of payment.

h) A list of available utilities and maintenance responsibilities at the property shall be identified and indicated as either a responsibility of the tenant or provided by the owner as part of the rental agreement. This list shall include but not be limited to the following:

- (1) Natural gas or propane (where applicable).
- (2) Furnace oil (where applicable).
- (3) Electricity.
- (4) Municipal water service.
- (5) Municipal sewer service.
- (6) Recycling.
- (7) Trash containers.
- (8) Trash collection.
- (9) Lawn and landscaping maintenance.
- (10) Snow removal from public sidewalks.

i) The location of available parking provisions (where applicable).

j) A statement that the tenant acknowledges noncompliance with this chapter on the part of the occupants or the owner may be cause for the Borough of Northumberland to direct eviction of the occupants by the owner.

5. The owner, shall furnish to the Borough of Northumberland a copy of the completed and executed rental registration agreement, in a form provided by the Borough, which form of agreement shall include, in part, acknowledgment that the tenant has received the disclosures and information required by this chapter.

F. Registration. Every owner of a residential rental unit must register the unit with the Borough and obtain a license in accordance with the following schedule:

1. All owners of residential rental units must register the units with the Borough beginning with the calendar year.
2. Any individual, entity or firm which converts any structure to a residential rental unit or units shall register the residential rental unit or units with the Borough and obtain a rental occupancy license prior to entering into a lease or rental agreement with a tenant. This section shall not be construed as alleviating any obligations under the Zoning Ordinance.
3. It shall be the responsibility of the grantee and the grantee's agent in the purchase of the said real estate, including the grantee's



attorney or title company, to notify the Borough within 72 hours of any purchase or transfer of a rental unit.

4. The owner of a residential rental unit must update the registration information on record with the Borough within 10 days of any changes of the information required to be reported by this chapter.
  5. In the event of a change of tenant during the registration period, the owner shall notify the Borough and have the new tenant sign a rental registration agreement. Such agreement shall then be provided to the Borough within 10 days. If the rental unit is in compliance as of its most recent inspection, no new inspection is required at the time of change of tenant. The owner shall provide the most recent inspection report for the rental unit to the new tenant.
- G. Landlord-Tenant Act. The owner shall comply with all provisions of the Landlord-Tenant Act.
- H. Common areas. Where an owner of a residential rental unit 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 areas as if the owner were an occupant. The failure of the owner to regulate behavior of occupants and guests in the common areas that results in the following shall be a violation of this chapter:
1. Engaging in fighting, threatening or other violent or tumultuous behavior;
  2. Making unreasonable noise;
  3. Creating a hazardous or physically offensive condition by any act which serves no legitimate purpose of the actor;
  4. Any activities declared illegal 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.).
- I. Disorderly conduct. The Code Enforcement Officer shall provide disorderly conduct reports to the owner by regular mail to the address provided at the most recent registration of the residential rental unit. Such reports shall be mailed within 10 days of receipt of the report by the Code Enforcement Officer from the police.

**§ 31.1.04 Authority and Responsibility of the Borough. (31-4)**

The Borough can make repairs. In case the owner of a premises shall neglect, fail or refuse to comply with any notice from the Borough or its Code Enforcement Officer to correct a violation relating to maintenance and repair of the premises under any code in effect in the Borough within the period of time stated in such notice, the Borough may cause the violation to be corrected. There shall be imposed upon the owner a charge of the actual costs involved, plus 10% of said costs for each time the Borough 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 law, together with interest at the legal rate and court and other costs. The remedies provided by this subsection are not exclusive, and the Borough and its Code Enforcement Officer may invoke such other remedies available under this chapter or the applicable codes, ordinances or statutes, including, where appropriate, condemnation proceedings or declaration of premises as unfit for habitation; or suspension, revocation or nonrenewal of the license issued hereunder.

A. Inspections. Failure by the property owner to schedule an inspection during the license term shall be a violation of this chapter. The inspections shall be completed as follows:

1. The Borough shall inspect all units once a year and record the inspection on a written inspection report. The inspection report shall be signed and dated by the owner of the residential rental unit or his or her manager. Inspections may be made by the Code Officer anytime within the said year.
2. A copy of the report shall be provided to the owner, and the owner shall provide a copy to any tenant named on the lease at the time of the inspection.
3. Findings of violations.
  - a) The owner of any parcel of real estate containing a residential rental unit which has been found to be in noncompliance with this chapter shall be subject to a notice of violation with a time frame for corrective actions.
  - b) Any residential rental unit which has been found to be in noncompliance with this chapter shall be subject to reinspection by the Code Enforcement Officer.
  - c) Vacant properties with an open violation shall not be occupied unless and until the violation has been corrected

and the unit is approved as meeting the criteria of this chapter and any other applicable codes of the Borough of Northumberland.

4. The Code Enforcement Officer may reinspect any property, subject to a notice of violation upon expiration of the corrective action deadline or upon notice from the owner that the violations have been rectified.
5. If a rental unit has remained in full compliance for a period of two years, then the property's routine inspection interval may be extended to three years. This extension will automatically be revoked upon discovery of violations by inspection or complaint.
6. The owner of any property containing or upon which is erected a residential rental unit shall pay a fee for each and every reinspection to cover the cost of a reinspection each time a reinspection is required under the terms of this chapter or each time a reinspection is requested by the Code Enforcement Officer to determine compliance with this chapter or any other applicable ordinances of the Borough. The fee set forth herein shall be set, increased or decreased by a resolution of authority having jurisdiction
7. Search warrant. Upon a showing of probable cause that a violation of this chapter or any other ordinance of the Borough has occurred, or is ongoing, the Code Enforcement Officer may apply to the issuing authority having jurisdiction for a search warrant to enter and inspect the premises. In the event the residential rental unit is unoccupied, the requested search warrant shall be directed to the owner or manager of the unit. In the event the residential rental unit is occupied, the requested search warrant shall be directed to the occupant of the unit.

**§ 31.1.05 Duties of Occupant.** (31-5)

- A. General. The occupant shall comply with all obligations imposed upon occupants by this chapter, all applicable codes and ordinances of the Borough and all applicable provisions of state law.
- B. Health and safety regulations.
  1. Occupants shall keep that part of the structure which they occupy or control in a sanitary condition.

2. Occupants shall deposit in containers and dispose of all rubbish, garbage and other waste and recyclable materials in accordance with applicable ordinances, laws and regulations.
- C. Residential use. 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. Compliance with rental agreement. The occupant shall comply with all lawful provisions of the rental agreement entered into between the owner and the occupant.
  - E. Damage to premises. The occupant shall not intentionally cause, nor permit or tolerate others to cause, damage to the premises. Conduct which results in damages in excess of \$500 shall be considered a violation of this chapter. Nothing in this chapter shall be construed as requiring the Borough to enforce the rights of a property owners.
  - F. Inspection of premises. The occupant shall permit inspections of any premises by the Code Enforcement Officer at reasonable times, and upon 48 hours' notice from the owner. Refusal to allow entry of the residential rental unit by the Code Enforcement Officer of the Borough shall be a violation of this chapter.
  - G. Peaceful enjoyment. The occupant shall conduct himself or herself and require other persons, including, but not limited to, guests on the premises and within his or her rental unit with his or her consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others, and that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by the persons occupying same.
  - H. Reporting of violation or eviction. All tenants who have been evicted due to violations of § 141-6, Duties of occupant, or otherwise found guilty of violations of § 141-6, if asked, shall answer truthfully and shall advise their new landlord if they have been evicted from a residence for violating the terms and conditions of this chapter.

**§ 31.1.06 Licenses and Inspection. (31-6)**

- A. License requirement.
  1. As a prerequisite to entering into a rental agreement or permitting the occupancy of any rental unit [except as provided in Subsection A(3) below], the owner of every such rental unit shall be required to apply for and obtain a rental occupancy license for each rental

unit. An inspection must also be done on each rental unit as prescribed in this chapter.

2. A rental occupancy license shall be required for all residential rental units.
3. The following categories of rental properties shall not require licenses, and shall not, therefore, be subject to the permitting provisions of this chapter:
  - a) Owner-occupied dwelling units, provided that not more than two unrelated individuals, in addition to the immediate members of the owner's family, occupy the dwelling unit at any given time.
  - b) Hotels and motels.
  - c) Hospitals and nursing homes.
  - d) Bed-and-breakfast units as defined in the Borough Ordinance.
  - e) Federally subsidized housing maintained by the Northumberland Borough Housing Corporation.
4. The application for the rental occupancy license shall be in a form as determined by the Borough.
5. In the event a rental occupancy license is denied by the Borough, the owner shall have the right to appeal to the Property Maintenance Appeals Board of the Borough within 30 days of mailing of the notice of denial of the application. The hearing before the Property Maintenance Appeals Board shall be governed by the Local Agency Law.

**B. Annual license term, fee and occupancy limit.**

1. Each rental occupancy license shall have an annual term running from January 1 of a particular year through December 31 of that year.
2. Upon application for a rental occupancy license and prior to issuance or renewal thereof, each owner/applicant shall pay to the Borough an annual license fee, in an amount to be established, from time to time, by resolution of the Borough Council of the Borough of Northumberland.
  - a) Rental units remaining in full compliance for a period of two years as stated in § 31.1.04 5.B. are subject to only the annual license fee on noninspection years.
  - b) Fees received January 1 to March 31 will be set at face value. From April 1 to May 30, a late fee of \$10 will be assessed.

From June 1 to July 31, a late fee of \$25 will be assessed. After July 31, nonregistration will be deemed a violation of this chapter, at which time a citation will be filed, including the cost of the license and late fees.

3. The rental occupancy license shall indicate thereon the maximum number of occupants in each rental unit.
4. No rental occupancy license shall be issued if the owner has any unpaid fines and costs arising from enforcement of this chapter or any other ordinance of the Borough or if the owner is delinquent in payment of any other fees to the Borough pertaining to the rental unit.

**§ 31.1.07 Enforcement; Disciplinary Actions. (31-7)**

- A. General. The Code Enforcement Officer may initiate disciplinary action against an owner resulting in a formal warning, nonrenewal, suspension or revocation of the owner's license and/or fines for violating any provision of this chapter that imposes a duty upon the owner and/or for failing to regulate the breach by occupants as provided for herein.
- B. Grounds for imposing discipline. Any of the following may subject an owner or occupant to discipline as provided for in this chapter:
  1. Operating a rental unit without a rental agreement and/or a rental occupancy license.
  2. Failure to maintain a property in accordance with this chapter and other codes and ordinances of the Borough of Northumberland.
  3. Failure to abate a violation of Borough codes and ordinances that apply to the premises within the time directed by the Code Enforcement Officer.
  4. Refusal to permit the inspection of the premises by the Code Enforcement Officer as required by this chapter.
  5. Failure to take steps to remedy and prevent violations of this chapter by occupants of residential rental units as required by this chapter.
  6. Failure to regulate the conduct of tenants, occupants and guests as required by this chapter.
  7. Failure to evict occupants after having been directed to do so by the Code Enforcement Officer as provided for in this chapter.

C. Criteria for applying discipline.

1. The Code Enforcement Officer, when recommending or applying discipline, and the Property Maintenance Appeals Board, when applying discipline, shall consider the following:
  - a) The effect of the violation on the health, safety and welfare the occupants of the residential rental unit and other residents of the premises.
  - b) The effect of the violation on the neighborhood.
  - c) Whether the owner has prior violations of this chapter and other ordinances of the Borough or has received notices of violations as provided for in this chapter.
  - d) Whether the owner has previously been subject to disciplinary proceedings under this chapter.
  - e) The effect of disciplinary action on the occupants.
  - f) The action taken by the owner to remedy the violation and to prevent future violations, including any written plan submitted by the owner.
  - g) The policies and lease language employed by the owner to manage the rental unit to enable the owner to comply with the provisions of this chapter.
2. In addition to applying discipline as set forth above, the Code Enforcement Officer may recommend, and the Property Maintenance Appeals Board may impose upon the existing or subsequent licenses, reasonable conditions related to fulfilling the purposes of this chapter.

D. Abatement of violations. Upon receiving notice of any code violations from the Code Enforcement Officer, or receiving any disorderly conduct report, the owner shall promptly take action, or cause the necessary action to be taken, to abate any offending condition and eliminate the violation within the time specified in the notice, and in the event of a disorderly conduct report, to correct the situation which resulted in the disorderly conduct report.

1. Each day during which any owner, landlord or tenant of a residential rental unit violates any provision of this chapter shall constitute a separate offense.
2. First occurrence of an offending condition, failure to correct the offending condition or recurrence of the offending condition shall be subject to the following:

- a) First offense. The owner will receive a notice of violation, which will serve as a formal warning.
- b) Second offense within one year. The owner will receive a follow-up notice of violation and shall be subject to fines as set forth in this chapter.
- c) Third and subsequent offenses within one year of the previous occurrence. The owner shall be subject to additional fines as set forth in this chapter, and the owner shall be subject to nonrenewal, suspension or revocation of the rental unit license.

Exception: If a landlord can demonstrate that the third offense was under a lease agreement with a new tenant, it will be treated under the provisions of a second offense, except for violations of the disorderly conduct regulations outlined in § 31.1.07 B.6., Failure to regulate the conduct of tenants, occupants, and guests as required by this chapter. Fines may still be doubled under this exception.

- d) A violation of § 31.1.05 H., Reporting of violation or eviction, shall render a defendant subject to fines as set forth in this chapter on the first offense.

### 3. Definition of options.

- a) Notice of Violation/Formal Warning: formal written notification of at least one violation of this chapter.
- b) Nonrenewal: the denial of the privilege to apply for license renewal after expiration of the license term. The Borough will permit the owner to maintain occupants in the premises until the end of the license term but will not accept applications for renewal of the license until a time set by the Code Enforcement Officer or by the Property Maintenance Appeals Board.
- c) Suspension: the immediate loss of the privilege to rent a residential rental unit for a period of time set by the Code Enforcement Officer or the Property Maintenance Appeals Board. The owner, after the expiration of the suspension period, may apply for license renewal without the need to show cause why the owner's privilege to apply for a license should be reinstated. Within five days of suspension, the owner shall take steps to evict the occupants.



- d) Revocation: the immediate loss of the privilege to rent a residential rental unit for a period of time set by the Code Enforcement Officer or the Property Maintenance Appeals Board and the loss of the privilege to apply for renewal of the license at the expiration of the time period. Within five days of the loss of the privilege to rent, the owner shall take steps to evict the occupants.
  - e) Penalties. Any owner, landlord or tenant of a residential unit which violates any provision of this chapter shall upon conviction thereof be sentenced to pay a fine of not less than \$100 and not to exceed \$300 and costs of prosecution or, in default of payment of such fines and costs, to undergo imprisonment for not more than 30 days. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
4. Fines as imposed through this chapter shall be collected as allowable by law.
  5. In addition to the fines set forth herein, the Borough of Northumberland shall be entitled to reasonable attorney's fees incurred in enforcing this chapter. The said fees shall be added to any penalties set forth above.
  6. In the event that a second violation of disruptive conduct occurs within a twelve-month period, involving the same occupant or occupants, the Code Enforcement Officer may direct the owner to evict the occupant or occupants who have violated this chapter of the Borough Code and to not permit the occupant to occupy the premises during any subsequent period.
- E. Notice of violation. A notice of violation shall, at a minimum, set forth the following:
1. Street address of the property.
  2. Date of the inspection.
  3. Name of the inspector.
  4. List of violations.
  5. Time frame/deadline for corrective action.
  6. Potential or actual penalties.
  7. Right of the owner to appeal the Code Enforcement Officer's findings.
  8. Transfer of ownership clause.

#### F. Appeals.

1. Any owner shall have the right to appeal the decision of the Code Enforcement Officer by submitting in writing to the Borough, within 20 days from the date printed on the notice, a detailed statement of the appeal, including the grounds therefor and the reason(s) alleged as to why the determination of the Code Enforcement Officer is incorrect or should be overturned, and a statement of relief requested by the appellant. Such notice of appeal shall be required to be submitted on a form to be prescribed therefor by the Borough Council, and signed by the appellant. There is hereby imposed a fee for filing of such appeals, the amount of which shall be determined and established, from time to time, by resolution of the Borough Council.
2. Upon receipt of such an appeal in proper form, accompanied with the requisite filing fee, the Property Maintenance Appeals Board shall schedule a hearing on the appeal within 30 days.
3. The appellant, the Code Enforcement Officer and the owners of properties within a radius of 300 feet from the premises for which the license is at issue shall receive written notice of the hearing on the appeal.
4. The Property Maintenance Appeals Board shall hold a hearing on the appeal, which shall be conducted in accordance with the Local Agency Law, 2 Pa.C.S.A. § 551 et seq. A decision on the appeal shall be rendered either immediately following the appeal hearing or within 30 days thereafter. The decision shall be reduced to writing within 45 days of the date of the appeal hearing. Appeals from any decision of the Property Maintenance Appeals Board shall be to the Court of Common Pleas of Northumberland County, Pennsylvania.
5. The Property Maintenance Appeals Board of the Borough of Northumberland shall hereafter be known as the Rental Registration and Property Maintenance Hearing Board and may also be referred to as the "Board of Appeals."

#### G. Delivery of notification.

1. All notices shall be sent to the owner and local point of contact, if applicable, by certified mail or have receipt otherwise verified. In the event that the notice is returned by the postal authorities marked "unclaimed" or "refused," then the Code Enforcement Officer shall attempt delivery by personal service on the owner or manager, if applicable. The Code Enforcement Officer shall also post the notice at a conspicuous place on the premises. The Code

Enforcement Officer's time for personal service and posting shall be charged to owner.

2. If personal service cannot be accomplished after a reasonable attempt to do so, the notice may be sent to the owner or manager at the address stated on the most current license application for the premises in question, by regular first-class mail, postage prepaid. If such notice is not returned by the postal authorities within five days of its deposit in the United States Mail, then it shall be deemed to have been delivered to and received by the addressee on the fifth day following its deposit in the United States Mail, and all time periods set forth above shall thereupon be calculated from said fifth day.
- H. Transfer of ownership. It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee or mortgagee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee or mortgagee acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

**§ 31.1.08 Miscellaneous Provisions.** (31-8)

- A. 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 chapter and shall be severally subject to prosecution for the violation of this chapter.
- B. Nonexclusive remedies. The penalty provisions of this chapter and the license nonrenewal, suspension and revocation procedures provided in this chapter shall be independent, nonmutually exclusive separate remedies, all of which shall be available to the Borough as may be deemed appropriate for carrying out the purposes of this chapter. The remedies and procedures provided in this chapter for violation hereof are not intended to supplant or replace to any degree the remedies and procedures available to the Borough in the case of a violation of any

other code or ordinance of the Borough, whether or not such other code or ordinance is referenced in this chapter and whether or not an ongoing violation of such other code or ordinance is cited as the underlying grounds for a finding of a violation of this chapter.

- C. Confidentiality. All registration and contact information shall be maintained in a confidential manner by the Code Enforcement Officer and shall only be utilized for the purpose of enforcement of this chapter by the Code Enforcement Officer and Property Maintenance Appeals Board.
- D. Severability. If any section or provision of this chapter is adjudged by a court of competent jurisdiction to be unlawful, void, or unenforceable, all the remaining sections and provisions of this chapter shall remain in full force and effect.

# BOROUGH OF NORTHUMBERLAND

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(property owner)

STATES AS FOLLOWS:

1. That I am the owner of certain property located at:

\_\_\_\_\_ Northumberland, PA.

2. That I have owned the property since \_\_\_\_\_
3. That I am aware the Borough of Northumberland Ordinance set forth regulations establishing Residential Rental Property Registration and Inspection Requirements thereof, Ordinance No. 2023-A
4. That the above referenced property located in Northumberland, PA is not currently being used as a Residential Rental Property and will not be used as a Residential Rental Property in the immediate future.

**Definition of Residential Rental Unit:**

RESIDENTIAL RENTAL UNIT - any residential structure within the Borough which is occupied by someone other than the owner of the real estate as determined by the most current deed and for which the owner of the said parcel of real estate received any value, including but not limited to money, or the exchange of services. Each apartment within a building is a separate structure requiring inspection and a license.

5. That the premises are occupied by:

\_\_\_\_\_  
who is my/our \_\_\_\_\_

6. That I will comply with the requirements set forth in Ordinance No. 2023-A before entry of an oral or written lease for tenancy of the above-said premises.
7. That a failure to comply is in violation of Ordinance No. 2023-A and I make this Affidavit for the purpose of securing a temporary exemption from the provisions of this Rental Registration Ordinance.

8. OWNER:

\_\_\_\_\_  
\_\_\_\_\_

(Street Address, City, State, Zip)



ATTACHMENTS

- 6). Attach all documents relating to the decision of the Code Enforcement Officer to this application.
- 7). Attach any relevant documentation in support of your appeal.
- 8). Attach a check in the amount of \$500.00 to your application. (This fee is required to cover the costs of advertising and postage). After all the bills are paid for your appeal from the decision of the Code Enforcement Officer, you will be refunded any remaining monies in excess of \$25.00. Indicate below to whom the remaining monies should be refunded to:

Name:

Address:

I request a hearing before the Property Maintenance Appeals Board and certify that the facts set forth in the above application are true. I understand that if this application is not complete or if the information requested is not provided this appeal can be rejected by the Property Maintenance Appeals Board as an incomplete application.

APPLICANT

DATE

APPLICANT

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DO NOT WRITE IN THIS SPACE. FOR OFFICE USE ONLY

Date Appeal filing with the Rental Registration & Property Maintenance Hearing Board: \_\_\_\_\_

Date Hearing Advertised on Premise: \_\_\_\_\_

Date Hearing Advertised in Newspaper: \_\_\_\_\_

Fee Paid \$ \_\_\_\_\_

Date Paid \_\_\_\_\_

**Borough of Northumberland**  
**Residential Rental Occupancy License Application**

**Property Owner:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

\_\_\_\_\_

Note: If this address is not within 45 miles of the Borough of Northumberland the owner must identify a designee / local point of contact. If the owner is a corporation or partnership, that designee may be a manager or partner of said organization.

**Telephone:** \_\_\_\_\_

Note: This telephone number shall be used for emergency contact and for repair requests where a designee /local point of contact is not identified separately.

Additional Telephone &/or FAX: \_\_\_\_\_

**Email:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

**Name & Address  
of Employer:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: Employer information is only required for those owners who do not reside within 45 miles of the Borough of Northumberland but are employed within that area.

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE**



# Registration of Designee or Local Point of Contact

**Designee/Local Point of Contact Name:**

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**Physical Address:** \_\_\_\_\_

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Note: If this address is not within 45 miles of the Borough of Northumberland the owner must identify a designee / local point of contact. If the owner is a corporation or partnership, that designee may be a manager or partner of said organization.

**Telephone:** \_\_\_\_\_

Note: This telephone number shall be used for emergency contact and for repair requests where a designee /local point of contact is not identified separately.

Additional Telephone &/or FAX: \_\_\_\_\_

**Email:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

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**Name & Address  
of Employer:** \_\_\_\_\_

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Note: Employer information is only required for those owners who do not reside within 45 miles of the Borough of Northumberland but are employed within that area.

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# Residential Rental Property Details

(Please complete application below for each rental unit you are licensing.)

## Residential rental unit(s) physical address:

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**Property is managed by:** \_\_\_ Owner \_\_\_ Designee/Local Contact

(Complete a Registration of Designee or Local Point of Contact form if not managed by owner. If owner has more than one designee/local contact, please include name of person for this unit on the physical address line.)

**Property Type:** \_\_\_ Single Unit \_\_\_ Multiple Unit if Multiple # of Units \_\_\_

**Rental Unit # 1 Postal Designation:** \_\_\_\_\_

Currently: \_\_\_ Occupied \_\_\_ Vacant \_\_\_ Under Renovations

If Occupied is the Rental Agreement Attached: Yes / No

**Rental Unit # 2 Postal Designation:** \_\_\_\_\_

Currently: \_\_\_ Occupied \_\_\_ Vacant \_\_\_ Under Renovations

If Occupied is the Rental Agreement Attached: Yes / No

**Rental Unit # 3 Postal Designation:** \_\_\_\_\_

Currently: \_\_\_ Occupied \_\_\_ Vacant \_\_\_ Under Renovations

If Occupied is the Rental Agreement Attached: Yes / No

**Rental Unit # 4 Postal Designation:** \_\_\_\_\_

Currently: \_\_\_ Occupied \_\_\_ Vacant \_\_\_ Under Renovations

If Occupied is the Rental Agreement Attached: Yes / No

**Rental Unit # 5 Postal Designation:** \_\_\_\_\_

Currently: \_\_\_ Occupied \_\_\_ Vacant \_\_\_ Under Renovations

If Occupied is the Rental Agreement Attached: Yes / No

**Rental Unit # 6 Postal Designation:** \_\_\_\_\_

Currently: \_\_\_ Occupied \_\_\_ Vacant \_\_\_ Under Renovations

If Occupied is the Rental Agreement Attached: Yes / No

Please attach additional sheets if needed.

# Borough of Northumberland

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## Appendix A

### Summary of the Residential Rental Registration Ordinance

In an effort to protect and promote the public health, safety, and welfare of its citizens, to establish rights and obligations of owners and occupants relating to the rental of residential rental units in the Borough of Northumberland, and to encourage owners and occupants to maintain and improve the quality of rental housing within the community. The Borough of Northumberland has instituted a program to regulate and monitor property conditions in such housing. The following pages are a summary of the [Residential Rental Registration Ordinance](#) as it applies primarily to the tenants and occupants of residential rental properties. The full ordinance is available for inspection during normal business hours at the Borough office or on line at <http://norrypa.us/> This program establishes accountability for the conduct of tenants and their guests.

This program outlines standards for information to be contained in your rental agreement to insure clarification of who is responsible for specific provisions such as trash removal, lawn care, utility bills and other similar items. Please review your rental agreement to make sure you understand what your landlord is providing to you and what you are responsible for. Your landlord is most often accountable in the event of violations in these matters. If you neglect to maintain those aspects of the agreement that are your responsibility then your landlord may take action against you, up to and including charging you for fines they've incurred and evicting you from the property.

All residential rental properties are required to have a Rental Occupancy License before the landlord may enter into a rental agreement. The Borough of Northumberland will perform periodic inspections and investigate reasonable complaints under this program. You may be requested to allow entry, with reasonable notice, so that the Code Enforcement Officer may perform those inspections.

In addition to other forms of recourse to landlords, you may be found in violation of this program for damages to your premises in excess of \$500.00.

This program regulates Disorderly Conduct by tenants and their guests. If Borough Police determines that an occupant's or an unauthorized guest's behavior constitutes disorderly conduct on multiple occasions then the landlord may be directed to evict the tenant from the property. Failure to abide by the requirements of this program may be cause for penalties and for a landlord to have his/her Rental Occupancy License withdrawn. If you are evicted from a property due to a disorderly conduct finding, you will be legally required to reveal that when asked by a new/potential landlord.

#### **§ 31.1.05 Occupants Duties**

1. **General.** The occupant shall comply with all obligations imposed upon occupants by this Ordinance, all applicable codes and ordinances of the Borough of Northumberland and all applicable provisions of State Law.
2. **Health and Safety Regulations.**
  - A. Occupants shall keep that part of the structure which they occupy or control in a sanitary condition.

- B. Occupants shall deposit in containers and dispose of all rubbish, garbage and other waste and recyclable materials in accordance with all applicable ordinances, laws and regulations.
3. **Residential Use.** 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 or any other use permitted under the Code of the Borough of Northumberland if properly permitted and approved by the property owner.
4. **Compliance with Rental Agreement.** The occupant shall comply with all lawful provisions of the rental agreement entered into between owner and occupant. Failure to comply may result in the eviction of the occupant by the owner.
5. **Damage to premises.** The occupant shall not intentionally cause, nor permit or tolerate others to cause, damage to the premises. Conduct which results in damages in excess of Five Hundred (\$500.00) Dollars shall be considered a violation of this ordinance.
6. **Inspection of Premises.** The occupant shall permit inspections of any premises by the Code Enforcement Officer at reasonable times and upon 48 hours' notice from the owner. Refusal to allow entry of the residential rental unit by the Code Enforcement Officer of the Borough to inspect the said unit shall be a violation of this ordinance.
7. **Conduct of Tenants, Occupants and Guests.**
- A. **Peaceful Enjoyment.** The occupant shall conduct himself or herself and require other persons including, but not limited to, guests on the premises and within his or her rental unit with his or her consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others, and that will not disturb the peaceful enjoyment of adjacent or nearby dwelling by the persons occupying same.
- B. **Reporting of Violation or Eviction.** All tenants who have been evicted due to violations of § 31.1.05 Occupant Duties or otherwise found guilty of violations of § 31.1.05, if asked shall advise their new landlord that they have been evicted from a residence for violating the terms and conditions of this ordinance.
8. **Disorderly Conduct Defined:**

Disorderly Conduct shall be defined under this ordinance as:

- A. Engaging in fighting, threatening or other violate or tumultuous behavior.
- B. Making unreasonable noise.
- C. Using obscene language or obscene gestures.
- D. Creating a hazardous or physically offensive condition by any act which serves no legitimate purpose of the actor.
- E. Any activities declared illegal 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 esq.).

Any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a residential rental unit that disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premise such that a report is made to the Police. Provided, however, that no disorderly conduct shall be deemed to have occurred unless the Police investigate and make a determination that such did occur, and keep written records, including a Disorderly Conduct Report, of such occurrence.

## **Penalties**

1. **Penalties.** Any owner, landlord or tenant of a residential unit which violates any provision of this chapter shall upon conviction thereof be sentenced to pay a fine of not less than \$100.00 and not to exceed \$300.00 for each and every offense.