

ORDINANCE ____ OF 2022

AN ORDINANCE OF DUPONT BOROUGH REQUIRING OWNERS OF RESIDENTIAL RENTAL UNITS OCCUPIED BY OTHER THAN THE OWNER PROVIDING FOR INSPECTION AND NOTICE REQUIREMENTS; PROVIDING FOR ISSUANCE AND DISPLAY OF CERTIFICATES OF COMPLIANCE; PRESCRIBING PENALTIES FOR VIOLATIONS; AND SETTING FEE SCHEDULES

WHEREAS, the Borough of Dupont has experienced an increase in tenant occupied residential properties with the Borough; and

WHEREAS, in the interest of the health safety and welfare of the citizens and residents of the Borough of Dupont, the Borough Council wishes to implement requirements on landlords, owners and tenants within the Borough of Dupont; and

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

NOW THEREFORE, be it ordained as follows:

SECTION 1 - TITLE

This Ordinance shall be known as the Dupont Borough Rental Property Inspection and Occupancy Ordinance.

SECTION 2 - PURPOSE

It is the purpose of this Ordinance and the policy of the Council of Dupont Borough, in order to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of 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 responsibility to obey the various codes adopted to protect and promote public health, safety and welfare. As a means to those ends, this Ordinance provides for a system of inspections, issuance of certificates of compliance and sets penalties for violations. This Ordinance shall be liberally construed and applied to promote its purposes and policies. In considering the adoption of this Ordinance, the Dupont Borough makes the following findings.

In recent years, many formerly private single family homes have been turned into residential rental properties. In many cases, the owners of the properties live long distances from Dupont Borough. Tenants, because they have no ownership interest in the real estate, are often not concerned about following Codes adopted by Dupont Borough, including the Uniform Construction Code and International Property Maintenance Codes.

SECTION 3 - DEFINITIONS

Whether or not capitalized, the following word terms and phrases used herein shall have the following meaning:

AGENT- Any person, corporation, co-partnership, association or fiduciary who, for monetary consideration, aids in the rental of property as defined herein. When used in this Ordinance in a clause prescribing any activity or imposing a penalty, the term, as applied to partnerships and associations shall mean each partner and as applied to corporations, the officers thereof.

BOROUGH - The Borough of Dupont which is located within the confines of Luzerne County, Pennsylvania.

CODE - Any code or ordinance adopted, enacted and/or in effect in and for Dupont Borough concerning fitness for habitation or the construction, maintenance, operation, occupancy, use of appearance of any premises or residential rental property.

CODE ENFORCEMENT OFFICER- The duly appointed Code Enforcement Officer having charge of the Office of Code Enforcement of Dupont Borough and any assistants, agents or designees.

COUNCIL - Dupont Borough Council, Luzerne County, Pennsylvania.

LANDLORD - One or more persons, jointly or severally, in whom is vested all or part of 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 a residential rental property. (same as owner).

PROPERTY MANAGER - An adult individual designated by the owner of a residential rental property.

OCCUPANT - An individual who resides in a residential rental unit with whom a legal relationship with the owner/landlord is established by a lease or by the laws of the Commonwealth of Pennsylvania.

OWNER - Any person, agent, operator, firm, corporation, partnership, association, property management group or fiduciary, jointly or severally, having legal, equitable or other interest in any real property; or recorded in the official records of the state, county or municipality as being vested all or part in 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 such person's estate and including a mortgage holder in possession of a residential rental property . When used in this Ordinance in a clause prescribing any activity or imposing a penalty, the term, as applied to partnerships and associations shall mean each partner and as applied to corporations, the officers thereof.

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

POLICE- The Police Department of Dupont Borough or any properly authorized member or officer thereof or any other law enforcement agency having jurisdiction within Dupont Borough.

PREMISES- Any parcel or real property in the Borough, including the land and all buildings and appurtenant structures or appurtenant elements, on which one or more rental units are located.

RESIDENTIAL RENTAL PROPERTY/ UNIT- Any structure within Dupont Borough which is occupied by someone other than the owner of the real estate as determined by the most current deed 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.

RESIDENTIAL RENTAL UNIT REGISITRATION NUMBER – Means the district registration number assigned by Dupont Borough to a Residential Rental Unit.

STRUCTURE- Any human made object, the use of which requires an ascertainable stationary location on land, whether or not it is affixed to the land.

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

Singular words shall include plural and masculine words shall include feminine and neuter. The words "and" and "or" shall mean "and /or" whenever reasonably applicable.

SECTION 4 – APPOINTMENT OF PROPERTY MANAGER

Every Owner/Landlord residing further than twenty (20) miles from the boundaries of Dupont Borough must designate a Property Manager or person responsible for the care of all rental property within sixty (60) days of enactment of this Ordinance.. The Property Manager or person responsible for taking care of the rental property must reside or have an office within twenty (20) miles of the boundaries of Dupont Borough. The Property Manager shall be the designated recipient of all correspondence and violation notices from Dupont Borough. The Property Manager shall be the direct point of contact for disruptive conduct, emergencies, and any other occurrence that may be of a time sensitive nature. The Property Manager shall be the agent of the property Owner/Landlord and by his, her or its appointment shall be authorized and empowered to accept service of all correspondence, violation notices, citations, complaints and pleadings on behalf of the Owner/Landlord. The appointed Property Manager shall remain in effect and shall be considered as legally binding until revoked and notice of revocation provided by the Owner/Landlord to Dupont Borough.

The Owner/Landlord must provide Dupont Borough with the Property Managers name, address, and all pertinent contact information. The Owner/Landlord of the property shall be responsible for all of the duties of the Property Manager in the event that Dupont Borough is unable to communicate with the Property Manager.

SECTION 5 – PROHIBITION OF OCCUPANCY

No Residential Rental Unit shall be occupied by other than the Owner thereof unless a Certificate of Compliance has been obtained in accordance with the provisions of Section 7. The Certificate of Compliance shall be displayed at the structure in which the Residential Rental Unit is located.

Residential Rental Units legally existing as of the effective date of this Ordinance, must obtain a Certificate of Compliance in accordance with the provisions of Section 7 within six (6) months of the effective date of this Ordinance or be subject to penalties as contained in Section 16 of this Ordinance.

SECTION 6 – INSPECTION

(a) Each Residential Rental Unit shall be inspected by the Code Enforcement Officer or his designee at least one (1) time in a two (2) year period and for such purpose and for any re-inspection required hereunder, the Owner shall provide access to the Code Enforcement Officer and any other Borough employees deemed necessary in the sole discretion of the Code Enforcement Officer.

(i) As for any Residential Rental Unit unoccupied or occupied by the Owner on or after the effective date hereof, the Owner must obtain a Registration License and Certificate of Compliance prior to the occupancy of such Residential Rental Unit by anyone other than the Owner. Subsequent inspections shall occur as set forth in subparagraph (a)(ii).

(ii) As for any Residential Rental Unit occupied by other than the Owner as of the effective date hereof, and for all subsequent inspections, inspections required by this Ordinance shall be completed and a Certificate of Compliance issued and displayed not later than December 31 of the year for which inspections is required. In no event shall such an inspection be conducted prior to January 1 of the year for which inspection is required.

(iii) No Residential Rental Unit which would otherwise be subject to the inspection requirements of this Ordinance shall be required to be inspected under this chapter within the two (2) calendar years following and subsequent to the year in which any Certificate of Occupancy is issued for the new construction of such unit.

(b) This inspection shall be for the purpose of determining compliance with the provisions of the ordinances as in effect in Dupont Borough on the date of the inspection as required hereunder.

(c) Failure of the Owner to permit access to conduct such inspection shall be deemed in violation of this Ordinance.

(d) For the purpose of enforcing this Ordinance, the Code Enforcement Officer or his designee, may seek to obtain a search warrant issued by a competent authority for the purpose of compelling an inspection of a Residential Rental Unit.

SECTION 7 –CERTIFICATE OF COMPLIANCE

If the inspection of Residential Rental Unit discloses no code violations, the Code Enforcement Officer shall issue a Certificate of Compliance to the Owner within fourteen (14) days of the inspection. The Certificate of Compliance shall be in such form as approved from time to time by the Code Enforcement Officer. The Certificate of Compliance shall be displayed in plain view within the Residential Rental Unit.

SECTION 8 –CERTIFICATE OF NON-COMPLIANCE

If the inspection of the Residential Rental Unit discloses code violations, the Code Enforcement Officer or his designee shall issue a Certificate of Non-Compliance within fourteen (14) days of said inspection. The Certificate of Non-Compliance shall set forth the following:

- (a) Street address or appropriate description of the subject property;
- (b) Date of inspection;
- (c) Identity of the inspector;
- (d) List of the code violations;
- (e) Number of days in which the Owner is to accomplish repairs, including a provision allowing for a reasonable time extension upon the Owner's showing of good faith compliance to the satisfaction of the Code Enforcement Officer;
- (f) Notice that, if the conditions are not repaired within the time specified, the Residential Rental Unit may be placarded as "Unfit for Human Occupancy" in accordance with the Codes adopted by Dupont Borough.

SECTION 9 – REINSPECTION

(a) Upon the expiration of the time specified to accomplish repairs or upon notice from the owner that the repairs have been accomplished, whichever occurs first, the Code Enforcement Officer or designee shall re-inspect the subject Residential Rental Unit.

(b) In the event that such re-inspection discloses that the Owner accomplished the repairs, the Code Enforcement Officer or designee shall issue a Certificate of Compliance to the Owner in accordance with Section 8 of this Ordinance.

(c) In the event that such re-inspection disclose that the Owner failed to accomplish the repairs, the Code Enforcement Officer or designee shall issue a new

Certificate of Non-Compliance, in accordance with Section 9 of this Ordinance. Further, the Owner shall pay a re-inspection fee in an amount equal to the initial application fee as set forth in Section 11 of this Ordinance.

SECTION 10 - INSPECTION FEE SCHEDULE

Upon application for a Certificate of Compliance and the payment to Dupont Borough a fee of **Fifty (\$50.00) Dollars** per Residential Rental Unit, the Code Enforcement Officer or designee shall review the pertinent Borough records and inspect the subject premises in accordance with Section 7 of this Ordinance. All Inspection fees shall be paid prior to the inspection regardless of the number of units. Failure to pay inspection fees shall be deemed a failure and/or refusal to comply with the provisions contained herein, and will be subject to the penalty contained in Section 7.

SECTION 11 - NON-LIABILITY OF BOROUGH

The issuance of a Certificate of Compliance is not a representation by Dupont Borough that the Residential Rental Unit and/or building in which it is located is in full compliance with the Codes of Dupont Borough. The issuance of a Certificate of Compliance is an indication the Residential Rental Unit did not have any dangerous conditions as of the date of inspection. However, neither the enactment of this Ordinance nor the issuance of a Certificate of Compliance shall impose any liability upon the Borough for any errors or omissions which resulted in the issuance of such Certificate, nor shall Dupont Borough bear any liability not otherwise imposed by law.

SECTION 12 – BOARD OF APPEALS/ HEARING PROCEDURES AND APPEALS

The Owner of a Residential Rental Unit aggrieved by a decision of the Code Enforcement Officer or his designee pursuant to section 9 or 10 hereof, may, within thirty (30) days or the time fixed for repair appeal the decision to the PROPERTY MAINTENANCE BOARD OF APPEALS in accordance with the appropriate Borough Ordinances.

SECTION 13 – CODE VIOLATIONS

Nothing in this Ordinance shall preclude or prohibit the Code Enforcement Officer or his designee from identifying any violations of the Fire Prevention, Building, Mechanical, Property Maintenance, Electrical, or Plumbing Codes which exist and noting the same on any inspection report.

SECTION 14 – NOTICE REQUIREMENT

The Code Enforcement Officer shall each year cause notice to be published in a newspaper of general circulation within the Borough. The notice shall be published in January of each calendar year. The notice shall advise of the required inspection of Residential Rental Units, that inspection may be required before a Residential Rental Unit is occupied by other than the Owner and where a copy of the Ordinance may be obtained.

SECTION 15 – ACTIONS BY BOROUGH OFFICIALS

Appropriate Borough officials are authorized and directed to take such actions as are necessary to effectuate this Ordinance.

SECTION 16 – PENALTIES

Any Owner or Agent who has violated or permitted the violation of this Ordinance shall be subject to the following penalties:

- (1) First Violation-Costs of prosecution and either a fine of two hundred fifty (\$250.00) Dollars, or thirty days imprisonment, or both;
- (2) Second Violation-Costs of prosecution and either a fine of Five Hundred (\$500.00) Dollars, or sixty (60) days in imprisonment, or both;
- (3) Third and each subsequent Violation-Costs of prosecution and either a fine of One Thousand (\$1,000.00) Dollars, or ninety (90) days imprisonment, or both.

Each Violation of this Ordinance and each day the same is continued shall be deemed a separate offense. A separate violation shall exist for each unregistered or uncertified Residential Rental and be deemed a separate offense.

(b) In addition to the placarding of the premises, and other civil remedies available to the Borough, the Borough may seek the enforcement of any order from the Court of Common Pleas of Luzerne County.

SECTION 17 - REPEALER

Any past ordinance, or part or parts thereof, conflicting with any part or parts of this Ordinance are hereby repealed to the extent that they are inconsistent herewith. In all other respects, the ordinances of the Borough of Dupont shall remain as previously enacted and ordained.

SECTION 18 - SEVERABILITY

The provisions of this Ordinance are severable. If any Section, sentence, clause, phrase of this Ordinance shall be held illegal, invalid, unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

It is hereby declared as the intent of the Board that this Ordinance would have been adopted had such invalid or unconstitutional section, sentence, clause or phrase not been included. Furthermore, it is the intent of this Ordinance to be supplementary to, and not contrary to, any laws of the Commonwealth of Pennsylvania or regulations of any of its executive agencies.

SECTION 19 - EFFECTIVE DATE

This Ordinance shall become effective immediately upon enactment as provided by law.

PASSED and ENACTED on this _____ day of _____, 2022, at the regular meeting of the Dupont Borough Council.

ATTEST:

DUPONT BOROUGH COUNCIL

Patricia McDonald
Borough Manager/Secretary

Stanley Knick, Jr.
President, Dupont Borough Council

Approved by this _____ day of _____, 2022.

Mayor Daniel Lello