

BOROUGH OF NORTHUMBERLAND

NORTHUMBERLAND COUNTY, Pennsylvania

ORDINANCE NO. 2007-2

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE BOROUGH OF NORTHUMBERLAND, CHAPTER 31, RENTAL PROPERTY REGULATIONS, TO REPEAL AND DELETE THE CURRENT CHAPTER 31 IN ITS ENTIRETY, AND TO INSERT A NEW CHAPTER 31, RESIDENTIAL RENTAL UNIT REGULATION, TO PROVIDE REQUIREMENTS FOR THE LICENSING AND INSPECTION OF RESIDENTIAL RENTAL UNITS AND TO REQUIRE A LANDLORD TO INSURE THAT TENANTS COMPLY WITH APPLICABLE CODES AND REGULATIONS.

BE AND IT IS HEREBY ORDAINED AND ENACTED by Borough Council of the Borough of Northumberland, Northumberland County, Pennsylvania, as follows:

Section 1., The Code of Ordinances of the Borough of Northumberland, Chapter 31 thereof, Rental Property Regulations, shall be repealed and deleted in its entirety and a new Chapter 31, Residential Rental Unit Regulation, shall be inserted which shall provide as follows:

CHAPTER 31

RESIDENTIAL RENTAL UNIT REGULATION

§31-1. PURPOSE AND SCOPE.

The purpose of this Part and the policy of the Borough of Northumberland shall be 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. As a means to these ends, this Part provides for a systematic inspection program, registration and licensing of residential rental units, and penalties. In considering the adoption of this Part, the Borough makes the following findings:

1. There is a growing concern in the Borough with the failure of some landowners to properly maintain residential rental units.
2. Borough records and experience indicate there is a greater incidence of problems with the maintenance and upkeep of residential properties which are not owner-occupied as compared to those that are owner-occupied.
3. Borough records and experience indicate there are a greater number of disturbances at residential rental units than all other properties combined.

4. Borough records and experience indicate that violations of the Codes are generally less severe at owner-occupied units as compared to residential rental units.

§31-2. DEFINITIONS AND WORD USAGE.

Unless otherwise expressly stated, the following terms shall, for the purpose of this Part, have the meanings indicated as follows:

BOROUGH - the Borough of Northumberland, Northumberland County, Pennsylvania.

CODE ENFORCEMENT OFFICER - a person designated by Borough Council to enforce this Part, including performance of inspections, issuance of Residential Rental Licenses and issuance of citations.

CODES - any state or local code or ordinance adopted, enacted or in effect in and for the Borough including, but not limited to, the Building Construction Code, codified as Chapter 23, the Housing Property Maintenance Code, codified as Chapter 30, the Property Maintenance Code codified as Chapter 42; the Zoning Ordinance, codified as Chapter 61; the Waste Management Ordinance, codified as Chapter 59, and general nuisance ordinances.

COUNTY - the County of Northumberland.

DISRUPTIVE CONDUCT - Any act by an occupant of a residential rental unit or by a person present at a residential rental unit involving public drunkenness, consumption of an alcoholic beverage in public, public urination or defecation, the unlawful deposit of trash or litter on public or private property, damage to or destruction of public or private property, the obstruction of public roads, streets, highways or sidewalks, interference with emergency or police services, unreasonable noise as defined by the Borough Noise Ordinance, codified as Chapter 37, of the Code of Ordinances, use of profane or obscene language or gestures, indecent exposure, fighting or quarreling, or any other act defined as Disorderly Conduct in the Pennsylvania Crimes Code or any act prohibited in Chapter 40, Peace and Good Order, of the Borough's Code of Ordinances or which otherwise injures or endangers the health, safety or welfare of the residents of the Borough residing in the neighborhood or vicinity of the conduct. 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 said person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein, Provided, however, that no disruptive conduct shall be deemed to have occurred unless a Code Enforcement Officer or a Police Officer shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report, of such occurrences. The occupant and the owner and, if applicable, the manager shall be notified of any such occurrences, in writing.

DISRUPTIVE CONDUCT REPORT - a written report of disruptive conduct to be completed by a Police Officer or a Code Enforcement Officer who actually investigates an alleged incident of disruptive conduct and which shall be maintained by the Code

Enforcement Officer.

HOTEL UNIT - any room or group of rooms located within a hotel or motel forming a single habitable unit used or intended to be used for living and sleeping only on a transient basis for a period of less than thirty (30) days.

MANAGER - A person retained by an owner to be responsible for one or more residential rental units within the Borough.

OCCUPANT - any person over one year of age living and sleeping in a residential rental unit or having actual possession of said residential rental unit.

OWNER - The person who holds record title and/or the equitable owner under an agreement of sale of a property upon which a residential rental unit is erected or maintained. If more than one person owns the residential rental unit as joint tenants, tenants in common, tenants by the entirety, or tenants in co-partnership, each such person shall be considered an owner and shall have all of the duties of an owner under this Part,

PERSON - A natural individual, unincorporated association, partnership, corporation, estate, trust or any other legally recognized entity, and the members of such partnership and the officers of such corporation.

PERSONAL CARE HOME – a premises in which food, shelter, and personal assistance or supervision are continually provided for four or more adults who are not relatives of the operator, who do not require the services in or of a licensed long-term facility, but who do require assistance or supervision in matters such as dressing, bathing, diet, financial management, evacuation of a residence in the event of an emergency, or medication prescribed for self-administration and which meets regulations of any applicable government licensing agency.

PREMISES - Any parcel of real estate within the Borough, including the land and all buildings and appurtenant structures, on which one or more residential rental units are located.

PROPERTY MAINTENANCE CODE - the Borough Property Maintenance Code enacted as Chapter 42, of the Code of Ordinances, as it may be amended in the future.

RESIDENTIAL RENTAL LICENSE - a document issued by the Code Enforcement Officer to the owner of a residential rental unit.

RESIDENTIAL RENTAL UNIT – (i) a Rooming Unit or (ii) a dwelling unit let for rent or (iii) residential unit occupied by any persons other than one occupied solely by the owner and members of the owner’s family. Each individual townhouse dwelling, each individual apartment unit, each individual unit in a multifamily building, and each rooming unit shall be considered a separate Residential Rental Unit, If a structure contains a Rooming Unit or if any portion of the structure is let for rent, it shall be considered a Residential Rental Unit whether or not the Owner or a relative of the Owner also resides in the structure. A

Residential Rental Unit shall not include a Hotel Unit or a Personal Care Home. A Residential Rental Unit includes dwelling units under lease-purchase agreements, or long-term [greater than six (6) months] agreements of sale.

ROOMING UNIT - a portion of a dwelling unit including any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking purposes. Granting of permission to use shared or common cooking facilities may be associated with the leasing of a rooming unit.

§31-3. DUTIES OF OWNERS AND MANAGERS OF RESIDENTIAL RENTAL UNITS.

1. It shall be the duty of every owner to:
 - A. Keep and maintain all residential rental units in compliance with all applicable Codes and provisions of all applicable state laws and regulations, including but not limited to the Zoning Ordinance.
 - B. Keep and maintain all premises in good and safe condition.
 - C. Be aware of, and to act to eliminate disruptive conduct in all residential rental units.
 - D. Employ policies and to manage the residential rental units under his/her control in compliance with the provisions of this Part, Borough codes and applicable State laws.
 - E. Pay or insure payment of all real estate taxes, sewer rates, and trash collection fees to insure that such vital utilities are provided.
 - F. Obtain and maintain a Residential Rental License for each residential rental unit.
 - G. Provide the Borough within 30 days of the names of all tenants of the residential rental unit and notify the Borough of changes in the occupancy of the residential rental unit.
 - H. Provide trash and recyclable collection and disposal services and instruct tenants of the method of trash and recyclable collection (e.g. curbside or dumpster) and, if applicable, the day of week of trash and recyclable pickup.
 - I. Provide each tenant with a disclosure statement containing the requirements of this Part, including the provisions relating to disruptive conduct. Provision of a copy of this Part to each tenant will satisfy this requirement,
 - J. Take all actions necessary to insure that each residential rental unit is occupied by only one family. For the purposes of this Paragraph, a “family” shall be considered to be a group of no more than three persons unrelated to all the others by blood, marriage, adoption or legal foster relationship.

- K. Require a written rental agreement for each residential rental unit.
 - L. Retain a manager when this Part requires that a manager be designated.
2. If the owner has appointed a manager, the manager shall be jointly responsible to fulfill all of the obligations in §31-3.1. No owner may relieve himself of the responsibility to perform the duties set forth in §31-3.1 by appointing a manager.
 3. It shall be unlawful for any person to conduct or operate or cause to be rented either as owner or manager any residential rental unit within the Borough without having a Residential Rental License as required by this Part.
 4. The owner and, if applicable, the manager shall include the amendment attached hereto as Exhibit "A", identified as "Addendum to Residential Rental Agreement" in each lease of a residential rental unit taking effect on or after January 1, 2008.
 5. It shall be the responsibility of every owner and every manager to display the Residential Rental License in the residential rental unit. The Residential Rental License shall include the following information:
 - A. The name, mailing address and telephone number of the owner or manager.
 - B. The evenings on which garbage and recycling are to be placed curbside for collection and the name and telephone number of the garbage hauler.
 - C. The telephone number to call to register complaints regarding the physical condition of the residential rental unit.
 - D. The telephone number for emergency police, fire and medical services.
 - E. The date of expiration of the Residential Rental License.
 - F. A summary of the owner's and occupant's duties under this Part,
 6. No Residential Rental License shall be issued to any owner residing more than twenty (20) miles from the municipal limits of the Borough unless the owner provides the Code Enforcement Officer with the name, mailing address and telephone number of a manager residing or working within twenty (20) miles of the Borough limits, authorized to accept service of process on behalf of the owner. For the purpose of this Subsection, a post office box is not acceptable for the manager's address. This designation shall not be valid unless signed by the owner and the manager designated to act on behalf of the owner. The owner shall notify the Code Enforcement Officer within thirty (30) days of any change in manager.

§31-4. EXEMPTION FROM LICENSING REQUIREMENTS.

1. All property owned by the County or any housing authority created by the County which is inspected annually by those agencies to assess conformance with federal standards, or properties that are inspected annually for compliance with the requirements of the United States Department of Housing and Urban Development or the Pennsylvania Housing Finance Agency, regardless of the occupants, shall be exempt from the licensing provisions of this Part.
2. The licensing provisions of this Part shall not apply to (i) hospitals, or (ii) hotel units
3. If, in response to a complaint, an exempt unit is found to be in violation of a Code, the owner and, if applicable, the manager shall correct the violation(s) within the time frame cited by the Code Enforcement Officer. If the violation(s) is/are not corrected, the unit shall lose its exemption until the violation(s) is/are corrected. If three (3) verified complaints are received in any twelve (12) month period, the unit shall lose its exemption from the requirement to obtain a license for a period of five (5) years.
4. All occupants of residential rental units, whether or not the residential rental unit is exempt from the licensing requirements of this Part, shall be subject to the provisions of §31-5 and 31-6 of this Part.

§31-5. DUTIES OF OCCUPANTS OF RESIDENTIAL RENTAL UNITS.

Each occupant of a residential rental unit shall have the following duties:

1. Comply with all obligations of this Part and all applicable Codes and Borough ordinances, as well as all state laws and regulations.
2. Conduct himself/herself and require other persons, including, but not limited to, guests on the premises and within their residential rental unit with their 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 people occupying the same.
3. Not engage in, nor tolerate, nor permit others on the premises to cause damage to the residential rental unit or engage in disruptive conduct, or other violations of this Part, Codes, Borough Ordinances, or applicable state laws.
4. Use the trash and recyclable collection services provided by the owner.
5. Use the residential rental unit for no purpose other than as a residence.
6. Maintain the residential rental unit in a manner meeting all requirements for occupants of structures set forth in the Property Maintenance Code.
7. Allow the Code Enforcement Officer to inspect the residential rental unit in accordance with this Part at reasonable times.

8. Not allow persons other than those identified on the lease to reside in the residential rental unit.
9. Not allow the residential rental unit to be occupied by more than one family. For the purposes of this Paragraph, a “family” shall be considered to be a group of no more than three persons unrelated to all the others by blood, marriage, adoption or legal foster relationship.
10. Not permit the possession of, serving to or consumption of alcohol by underage persons.

§31-6. DISRUPTIVE CONDUCT.

1. Police officers or Code Enforcement Officers shall investigate alleged incidents of disruptive conduct. The police officer or Code Enforcement Officer conducting the investigation shall complete a Disruptive Conduct Report upon a finding that the reported incident constitutes disruptive conduct. The information filed in the Disruptive Conduct Report shall include, if possible, the identity of the alleged perpetrator(s) of the disruptive conduct and the factual basis for the disruptive conduct described in the Disruptive Conduct Report. A copy of the Disruptive Conduct Report shall be given or mailed to the occupant and mailed to the owner and, if applicable, the manager within ten (10) working days of the occurrence of the alleged disruptive conduct.
2. The occupant or the owner and, if applicable, the manager shall have ten (10) working days from the date of a Disruptive Conduct Report to appeal the Disruptive Conduct Report. The appeal shall be made in writing and submitted to the Code Enforcement Officer.
3. After three (3) disruptive conduct incidents in any twelve (12) month period by an occupant documented by Disruptive Conduct Reports, the owner and, if applicable, the manager shall have ten (10) working days from the date of the third Disruptive Conduct Report to begin eviction proceedings against the occupants. Failure to take such action will result in the immediate revocation of the Residential Rental License. The residential rental unit involved shall not have its Residential Rental License reinstated until the reinstatement fee (as set by Borough resolution) is paid and the disruptive occupants have been evicted, the district justice has ruled in the occupant’s favor, the district justice has ruled in the owner’s favor but has not ordered the eviction of the occupant(s), or the occupants have filed an appeal to a higher court or declared bankruptcy, thereby preventing their eviction. The disruptive occupants, upon eviction, shall not re-occupy any residential rental unit on the same premises involved for a period of at least one (1) year from date of eviction. This paragraph is not intended to limit or inhibit the owner and, if applicable, the manager’s right to initiate eviction actions prior to the issuance of the third Disruptive Conduct Report in a twelve month period.
4. The Disruptive Conduct Report shall count against all occupants of the residential rental unit. More than one (1) Disruptive Conduct Report filed against the occupants of a residential rental unit in a twenty-four (24) hour period shall count as a single Disruptive Conduct Report for the purpose of §31-6.3. The Code Enforcement Officer shall maintain

a list of the names of all occupants evicted as a result of 31-6.3. The names shall remain on the list for a period of three (3) years.

§31-7. RESIDENTIAL RENTAL UNIT LICENSING.

1. The manager of each residential rental unit shall apply for and obtain an annual Residential Rental License for each residential rental unit. A residential rental unit license shall be valid for a period of one calendar year from the date of issuance. The Borough as a courtesy may forward a notice that a residential rental license will expire and must be renewed, but the failure of the Borough to send such notice or the failure of the manager to receive such notice shall not excuse the manager of a residential rental unit from making an application to obtain and/or renew a residential rental unit license.
2. The Code Enforcement Officer shall issue a Residential Rental License if the owner provides the name, address and phone number of a manager (if applicable), pays the registration fee, submits a complete and accurate occupant listing for the residential rental unit and is current on real estate taxes, sewer rates and trash collection fees for the residential rental unit.
3. The Code Enforcement Officer shall deny and may revoke a Residential Rental License if the owner does not provide the name, address and phone number of a manager (if applicable), does not pay the annual registration fee, is not current on real estate taxes, sewer rates or trash collection fees for the residential rental unit, does not submit a complete and accurate occupant listing for residential rental unit with the application for renewal of the residential rental unit license or within one month after a change in the identity of the occupants of the residential unit, does not correct a code violation within the time frame cited by the Code Enforcement Officer, and/or has not complied with the disruptive conduct provisions of this Part.
4. The Code Enforcement Officer shall deny and may revoke a Residential Rental License if the following occur within the licensed residential rental unit or on the premises:
 - A. Failure to abate any violation of the Property Maintenance Code within the time specified in the notice of violation unless an appeal is pending.
 - B. Failure to take action to evict occupants of a residential rental unit when the disruptive conduct provisions of this Part require such action.
 - C. Occurrence of three violations of this Part and/or of any other Borough codes or ordinances that apply to the residential rental unit or premises during the term of the license. Before an occurrence may be considered a violation there must be either (i) a summary conviction or (ii) the Code Enforcement Officer must send the owner a written notice of the violation within thirty (30) days of the incident and the period for the owner to file an appeal from the determination of the Code Enforcement Officer must have expired.
5. The Code Enforcement Officer shall forward written notice to the owner if the

Code Enforcement Officer will deny, refuse to renew or revoke a Residential Rental License. The notification shall (i) identify the residential rental unit; (ii) the grounds for the denial, non-renewal or revocation, including the factual circumstances and the Section of this Part supporting such determination; and (iii) informing the owner of the right to appeal the denial, non-renewal or revocation of the Residential Rental License to Borough Council under this Part.

6. The Code Enforcement Officer may reinstate a Residential Rental License if the owner or manager corrects the reason for the revocation of the Residential Rental License and has paid the Residential Rental License reinstatement fee.

§31-8. INSPECTION OF RESIDENTIAL RENTAL UNITS.

1. Initial inspections will occur in accordance with a phased-in systematic inspection program to be prepared and made available upon request by the Code Enforcement Officer. A minimum thirty (30) days written notice shall be given for all initial inspections. The penalty for not allowing an inspection shall be revocation of the Residential Rental License.

2. The Code Enforcement Officer shall inspect residential rental units after completion of the initial inspections under this Part in accordance with a systematic program. The Code Enforcement Officer may also inspect residential rental units upon a change in occupancy of the residential rental unit, upon receipt of complaints, upon the occurrence of disruptive conduct at such residential rental unit, or for any other reasonable cause.

3. If the Code Enforcement Officer, upon completion of the inspection, finds that the applicable Codes have not been met, the Code Enforcement Officer shall issue notices and, if appropriate, commence enforcement actions under the procedure set forth in the Code which has been violated. The following notices shall be issued to the owner of the residential rental unit or the manager. Notice provided to a manger shall be deemed notice provided to the owner.

- A. If the Code Enforcement Officer finds violations warranting condemnation of the residential rental unit under the Property Maintenance Code, in addition to the remedies under the Property Maintenance Code, the Code Enforcement Officer shall:

- (1) Issue a Ten (10) Day Notice of Violation; and

- (2) If after ten (10) days from the date of the Ten (10) Day Notice of Violation, a reinspection reveals that the violations are not corrected and arrangements satisfactory to the Code Enforcement Officer have not been made, the Residential Rental License for the residential rental unit shall be revoked, and if the residential rental unit is vacant, it shall remain vacant.

- B. If the Code Enforcement Officer finds violations not warranting condemnation of the residential rental unit under the Property Maintenance Code, the Code Enforcement Officer shall issue a Thirty (30) Day Notice of Violation,

- (1) If after thirty (30) days from the date of the Thirty (30) Day Notice of Violation, the first reinspection reveals that all violations have not been corrected, a Thirty (30) Day Legal Action Warning shall be issued.
- (2) If after thirty (30) days from the date of the Thirty (30) Day Legal Action Warning, the second reinspection reveals that all violations have not been corrected, the Code Enforcement Officer shall revoke the Residential Rental License for the residential rental unit, and if the residential rental unit is vacant, it shall remain vacant.
- (3) A fee will be charged for the initial inspection and for each reinspection. The Code Enforcement Officer shall maintain a list of all residential rental units and their ownership that have been the subject of prosecution during the preceding five (5) years,

§31-9. SALE OR TRANSFER OF RESIDENTIAL RENTAL UNITS.

A Residential Rental License shall not be transferred. In the case of licensed residential rental units that are sold or transferred, the new owner shall seek a Residential Rental License for each residential rental unit and have each residential unit inspected. Failure to seek a Residential Rental License for each residential rental unit within sixty (60) days of the date of sale or transfer of ownership shall result in the revocation of the existing Residential Rental License applicable to each said unit.

§31-10. APPEALS.

- I. An appeal from any decision of the Code Enforcement Officer shall be taken to Borough Council. Such appeal shall be made in writing within ten (10) working days after such decision has been made. The appeal shall be verified by an affidavit, shall state the grounds therefore and shall be filed with the Borough Secretary. The appeal shall be accompanied by the appeal fee which shall be established by ordinance or resolution of Borough Council. The appellant or his representative shall have the right to appear and be heard, if such right is requested in the written appeal. Borough Council shall make a prompt decision on such appeal. Borough Council shall render a written decision, copies of which shall be provided to the Code Official and the appellant.
2. Any person aggrieved by any decision of a Police Officer or Code Enforcement Officer in regard to a Disruptive Conduct Report or the revocation of a Residential Rental License may appeal to Borough Council in accordance with the provisions of §10.2 above. Such appeal must be filed, in writing, within ten (10) working days from the date of the Disruptive Conduct Report or notice of revocation.

§31-11. VIOLATIONS AND PENALTIES.

1. Violations. It shall be a violation of this Part to commit or to permit any other person to

commit any of the following acts;

- A. To lease, let, or allow the occupancy of a residential rental unit without obtaining a Residential Rental License where required by this Part.
- B. To refuse to permit inspections required under this Part for a residential rental unit.
- C. To fail to perform the duties established by §31-3 of this Part if such person is an owner or a manager of a residential rental unit,
- D. To fail to perform the duties established by §31-5 of this Part if such person is an occupant of a residential rental unit.
- E. To place false information on or to omit relevant information from an application for a Residential Rental License.
- F. To fail to comply with any other provision of this Part.

2. Penalties and remedies:

- A. Allowing occupancy of a residential rental unit after the Residential Rental License has been revoked: A fine will be assessed in accordance with the Schedule of Fees and Penalties then in effect pursuant to a Resolution of the Borough Council per residential rental unit for each month the violation exists. Each month the violation exists constitutes a separate violation.
- B. Failure to Seek a Residential Rental License:
 - (1) The owner or manager shall be sent a Thirty (30) Day Notice of Violation, warning them of their failure to comply with the terms of this Part. If they do not comply at the end of thirty (30) days, there shall be a fine determined in accordance with the Schedule of Fees and Penalties then in effect pursuant to a Resolution of the Borough Council per residential rental unit for each month the violation exists. Each month the violation exists constitutes a separate violation.
- C. Whoever violates any other provision of this Part shall upon a first offense be fined and/or imprisoned in accordance with the Schedule of Fees and Penalties then in effect pursuant to Resolution of the Borough Council.
- D. In addition to prosecution of persons violating this Part, the Code Enforcement Officer, or any duly authorized agent of the Borough may take such civil or equitable remedies in any court of record of the Commonwealth of Pennsylvania, against any person or property, real or person, to effect the provisions of this Part.
- E. The provisions of this Section and the provisions of this Part governing revocation, suspension or non-renewal of Residential Rental Licenses shall be independent,

non-mutually exclusive, separate remedies, all of which shall be available to the Borough as may be deemed appropriate. The remedies and procedures in this Part are not intended to supplant or replace, to any degree, the remedies provided to the Borough in the Property Maintenance Code, Zoning Ordinance or any other Code or regulations.

Section 2. Chapter 31, Rental Property Regulation, shall be repealed in its entirety.

Section 3. All other sections, parts and provisions of the Code of Ordinances of the Borough of Northumberland shall remain in full force and effect as previously enacted and amended.

Section 4. In the event any provision, section, sentence, clause, or part of this Ordinance shall be held to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such invalidity, illegality, or unconstitutionality shall not affect or impair the remaining provisions, sections, sentences, clauses, or parts of this Ordinance, it being the intent of Borough Council that the remainder of the Ordinance shall be and shall remain in full force and effect.

Section 5. This Ordinance shall take effect and be in force from and after its enactment as provided by law.

DULY ORDAINED AND ENACTED this ____ day of ____, ____ by Borough Council of the Borough of Northumberland, Northumberland County, Pennsylvania, in lawful session duly assembled.

BOROUGH OF NORTHUMBERLAND
Northumberland County, Pennsylvania

Attest: _____
Secretary

By: _____
President
Borough Council

[BOROUGH SEAL]

Examined and approved as an Ordinance this ____ day of _____, 200_.

Mayor

EXHIBIT A

ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

This Addendum to Residential Rental Agreement is made this _____ day of _____ and is incorporated into and shall be deemed to amend and supplement the Residential Rental Agreement made by the undersigned Tenant and Landlord, their heirs, successors and assigns, dated _____.

The Residential Rental Agreement and this Addendum pertain to the premises described in said agreement and located at _____. This Addendum is required by Section 31-3.4 of Chapter 31, of the Code of Ordinances of the Borough of Northumberland.

Additional Covenants and Obligations

In addition to the covenants and obligations set forth in the aforementioned Residential Rental Agreement, Tenant and Landlord hereby covenant and agree as follows;

A. Landlord's Covenants and Obligations:

1. Landlord shall keep and maintain the leased premises in compliance with all applicable Codes and Ordinances of the Borough of Northumberland and all applicable state laws and shall keep the leased Premises in good and save condition.

2. The manager for the leased premises shall be as follows:

Name

Address

Telephone Number

3. The Landlord shall be responsible for regularly performing all routine maintenance, including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the leased premises, except for any specific tasks which the parties hereby agree shall be delegated to the Tenant and which are identified as follows:

4. The Landlord shall promptly respond to reasonable complaints and inquiries from the Tenant.

5. The Landlord shall comply with all applicable provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.

B. Tenant's Covenants and Obligations.

1. Tenant shall comply with all applicable Codes and Ordinances of the Borough of Northumberland and all applicable state laws.

2. Tenant agrees that the maximum number of persons permitted within the regulated rental unit at any time shall be _____ and the maximum number of persons permitted within the common areas of the leased premises at any time shall be _____.

3. Tenant shall dispose of all rubbish, garbage and other waste from the leased premises in a clean, safe and timely manner and shall separate and place for collection all recyclable materials in compliance with the Borough of Northumberland's Ordinances.

4. Tenant shall not engage in any conduct on the leased premises which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Tenant permit others on the premises to engage in such conduct.

5. Tenant shall use and occupy the leased premises so as not to disturb the peaceful

enjoyment of adjacent or nearby premises by others,

6. Tenant shall not cause, nor permit nor tolerate to be caused, damage to the leased premises, except for ordinary wear and tear,

7. Tenant shall not engage in, nor tolerate nor permit others on the leased premises to engage in “disruptive conduct” which is defined as follows:

Any act by an occupant of a residential rental unit or by a person present at a residential rental unit involving public drunkenness, consumption of an alcoholic beverage in public, public urination or defecation, the unlawful deposit of trash or litter on public or private property, damage to or destruction of public or private property, the obstruction of public roads, streets, highways or sidewalks, interference with emergency or police services, unreasonable noise as defined by the Borough Noise Control Ordinance, codified as Chapter 37, of the Code of Ordinances, use of profane or obscene language or gestures, indecent exposure, fighting or quarreling, or any other act defined as Disorderly Conduct in the Pennsylvania Crimes Code or any act prohibited by Chapter 40 of the Borough’s Code of Ordinances or which otherwise injures or endangers the health, safety or welfare of the residents of the Borough residing in the neighborhood or vicinity of the gathering. 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 said person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a Code Enforcement Officer or a Police Officer shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report, of such occurrences. The occupant and the owner and, if applicable, the manager shall be notified of any such occurrences, in writing.

8. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Code of Ordinances of the Borough of Northumberland and that the issuance by Code Enforcement Officer or Police Officer of the Borough of Northumberland of three (3) disruptive conduct reports in any twelve (12) month period relating to the leased premises shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, Landlord shall have the right and option to pursue any and all of the following remedies:

- a. termination of the rental agreement without prior notice; and
- b. bring an action to recover possession of the leased premises without abatement of

rents paid, including reasonable attorney's fees and costs; and

c. bring an action to recover the whole balance of the tent and charges due for the unexpired lease term, including reasonable attorney's fees and costs; and

d. bring an action for damages caused by Tenant's breach, including reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Witness:

Landlord

Tenant

Tenant

Tenant