

BOROUGH OF APOLLO
ORDINANCE NO. #264-14

AN ORDINANCE OF THE BOROUGH OF APOLLO, COUNTY OF ARMSTRONG AND COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING A LANDLORD REGISTRATION AND OCCUPANCY ORDINANCE, PROVIDING FOR DUTIES OF OWNERS AND OCCUPANTS, PROVIDING FOR AN ANNUAL LICENSE REQUIREMENT AND FEE, PROVIDING FOR ENFORCEMENT AND PENALTIES, INCLUDING A SAVINGS CLAUSE, REPEALING INCONSISTENT ORDINANCES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Borough of Apollo enacted an Ordinance requiring all Landlords of Dwelling Units to obtain an Occupancy Permit, Ordinance No. 250-91; and,

WHEREAS, the Borough of Apollo enacted an Ordinance No. 258-92, amending Ordinance No. 250-91, to require all Landlords of Business Units to obtain an Occupancy Permit; and,

WHEREAS, the Council of Apollo Borough has resolved to enact the Ordinance as follows to operate in conjunction with Ordinance Nos. 250-91 and 258-92; and,

WHEREAS, the Council of Apollo Borough has determined that it is necessary and advisable to regulate the rental of properties within the Borough in order to protect and promote the public health, safety and welfare of its citizens; and,

WHEREAS, the Council of Apollo Borough, in an exercise of its police powers provided in the Borough Code, finds it necessary and advisable to monitor, regulate and provide for the health, safety and welfare of the residents of the Borough by enacting the provisions of this Ordinance;

NOW THEREFORE, be it ordained and enacted as follows:

It is the purpose of this Ordinance and the policy of the Council of Apollo Borough, in order to protect and promote the public health, safety and welfare of its citizens:

- 1) To establish licensing and registration requirements for residential and commercial landlords in the Borough of Apollo and,
- 2) To establish and maintain a current record of all rental properties and tenants occupying such properties.
- 3) To set forth a mechanism for monitoring those who reside or operate a business in current and future rental properties.

- 4) To work in conjunction with Ordinance Nos. 250-91 and 258-92, an Ordinance requiring all landlords of residential dwelling units and commercial units to obtain an Occupancy Permit prior to the Occupancy of said dwelling unit by a tenant.

SECTION I: Definitions. As used in this Ordinance, the following terms shall have the meanings indicated, unless a different meaning clearly appears from the context:

BOROUGH- The Borough of Apollo, Armstrong County, Pennsylvania.

LANDLORD- One or more persons, as defined in this section, jointly or severally, in whom all or part of the record legal title to the premises is vested including a mortgage holder in possession of a residential or commercial rental unit who lets a property for occupancy by a person or persons other than the record owner. (same as "owner").

LET FOR OCCUPANCY- To permit, provide or offer, for consideration, possession or occupancy of a building, dwelling unit, rooming unit, premise or structure by a person who is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement or contract for the sale of the land.

OCCUPANCY LICENSE- The license issued to the owner of residential or commercial units under this Ordinance, which is required for the lawful rental and occupancy of residential and commercial rental units.

OCCUPANT- A natural person who has the use, either by himself or with others of a dwelling or commercial unit owned by a person other than himself, with whom a legal relationship with the owner/landlord is established by rental lease, lease to own or rent to own.

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

RESIDENTIAL RENTAL UNIT- Any structure within the Borough of Apollo 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 a license.

COMMERCIAL RENTAL UNIT- Any structure within the Borough of Apollo 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 commercial space within a building is a separate structure requiring a license.

TENANT- An individual who resides or operates a business in a rental unit, whether or not he or she is the owner thereof, with whom a legal relationship with the owner/landlord is established by a lease or by the laws of the Commonwealth of Pennsylvania (same as "occupant").

COMMON AREA- any open area within a structure shared by occupants or that the occupants have the right to share including, but not limited to, kitchens, bathrooms, living rooms, dining rooms, attics, basements, hallways, walkways, and any room used for parties, social events or the congregation of people, excepting bedrooms.

DISRUPTIVE CONDUCT- any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a residential rental unit that is so loud, untimely (as to the hour of the day), offensive, riotous or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises such that a report is made to police and/or the Rental Inspector Officer complaining of such conduct, action, incident or behavior. 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 disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless the police or Rental Inspector Officer shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report, of such occurrence.

Notwithstanding the above, no report or police or emergency services involvement shall be considered Disruptive Conduct against a resident, tenant, or landlord if a contact for police or emergency assistance is made by or on behalf of a victim of abuse as defined by 23 Pa.C.S. § 6102 (relating to definitions), a victim of a crime pursuant to 18 Pa.C.S. (relating to crimes and offenses), or an individual in an emergency pursuant to 35 Pa.C.S. § 8103 (relating to definitions), if the contact was made upon the reasonable belief of the person making the contact that intervention or emergency assistance was necessary to prevent the perpetration or escalation of the abuse, crime or emergency or if the intervention or emergency assistance was actually needed in response to the abuse, crime or emergency.

DISRUPTIVE CONDUCT REPORT- a written report of disruptive conduct on a form to be prescribed therefore, to be completed by the police or the Rental Inspector Officer, as the case may be, who actually investigates an alleged

incident of disruptive conduct and which shall be maintained by the Rental Inspector Officer.

MANAGER- an adult individual designated by the owner of a residential or commercial rental unit to perform those functions as described in this Ordinance. Said person may be responsible to manage and maintain the subject property pursuant to this Ordinance, provided that such person is not authorized or empowered by the owner to enter into leases on behalf of the owner, to negotiate terms or conditions of occupancy with current or prospective tenants or to hold money belonging to tenants other than on behalf of the owner. So long as the owner retains the authority to make all such decisions, the manager may show apartments and provide information on rental amounts, building rules and regulations and leasing determinations.

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

SECTION II: OWNER'S DUTIES

- 1. 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/landlord shall be responsible for regularly performing all 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 Ordinance, every owner/landlord shall be responsible for regulating the proper and lawful use and maintenance of every dwelling or commercial unit which he, she or it owns. As provided for in this Ordinance, every owner shall also be responsible for regulating the conduct and activities of the occupants of every rental unit which he, she or it owns in the Borough of Apollo, which conduct or activity takes place at such rental units or its premises. In order to achieve those ends, every owner of a rental unit shall regulate the conduct and activity of the occupants thereof, both contractually and through enforcement, as more fully set forth below. This Section shall not be construed as an assignment, transfer or projection over or onto any owner of any responsibility or liability which occupants or their guest may have as a result of their conduct or activity under any private cause of action, civil or criminal enforcement proceedings, or criminal law; nor shall this Section be construed so as to require an owner to indemnify or defend occupants or their guest when any action or proceeding is brought against the occupant based upon 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 Ordinance is not intended to, nor shall its effect be, to limit any other enforcement remedies which may be available to the Borough of Apollo against an owner, occupant or guest thereof.

2. **Designation of Manager-** Every owner who is not a full-time resident of the Borough of Apollo, and/or who does not live within fifteen (15) miles of the boundaries of the Borough of Apollo, shall designate a manager who shall reside within, or whose corporate office (in the case of a licensed real estate professional), is within fifteen (15) miles from the Borough of Apollo. If the owner is a corporation, a manager shall be required if an officer of the corporation does not reside within the above referenced area. The officer shall perform the same function as a manager. If the owner is a partnership, a manager shall be required if a partner does not reside with the above referenced area. Said partner shall perform the same function as a manager. The manager shall be the agent of the owner for service of process and receiving notices and demands, as well as for performing the obligation of the owner under this Ordinance 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.

3. **Registration.**

- A. Every owner of a residential or commercial rental unit must register with the Borough Manager and Rental Inspector by January 1st of each year. For the first year after the enactment of this Ordinance, every owner of a residential or commercial rental unit must register and pay the appropriate registration fees with the Borough Manager and Rental Inspector by July 15, 2014. For every year thereafter, the registration will be required by January 1st.

- B. Any individual, entity or firm which converts any structure to a residential or commercial rental unit or units shall register the residential or commercial unit or units with the Borough Manager and Rental Inspector of the Borough prior to entering into any binding Lease.

- C. It shall be the responsibility of the grantee or the grantee's agent, to notify the Borough of Apollo within seventy-two (72) hours of any purchase or transfer of the rental unit or units.

- D. The owner of a residential or commercial rental unit must update the registration information on record with the Borough Manager and Rental Inspector within ten (10) days of any changes of the information set forth below;

- E. Registration information shall be provided by all owners and shall include the following:

1. Owner's name or Agent's name, address, telephone number and email address.
2. Property address and number of units
3. Emergency telephone number.
4. Actual number of occupants.
5. Names, addresses and occupations of current tenants.

F. Any owner of a residential rental unit shall notify the Borough Of Apollo at the Borough Office within ten (10) days of a new tenant occupying, renting or residing in the landlord's or owner's residential unit.

G. Notwithstanding any other provisions of this section, the names and addresses of tenants shall not be disclosed by any Borough personnel in the event that the tenant is the subject of a court order requiring that this information be kept confidential.

4. Maintenance of Premises.

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

~~B. The owner and occupant may agree that the occupant is to perform specified repairs, maintenance tasks, alterations or remodeling. In such case, however, such an agreement between owner and occupant must be in writing. Such an agreement may be entered into between the owner and occupant only if:~~

(1) The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the owner or occupant.

(2) The agreement does not diminish or affect of the obligation of the owner to other occupants in the premises.

C. In no case shall the existence of any agreement between owner and occupant relieve an owner of any responsibility under this Ordinance or other ordinances or codes for maintenance of the premises.

5. **Complaints.** The owner or manager shall reply promptly to reasonable complaints and inquiries from occupants.

6. **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 guest 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 Ordinance:

- A. Engaging in fighting, threatening or other violent or tumultuous behavior;
- B. Making unreasonable noise; or,
- C. Creating a hazardous or physically offensive condition by any act which serves no legitimate purpose of the actor.

7. **Enforcement.**

A. Within ten (10) days after receipt of written notice from the Rental Inspection Officer or police that an occupant of a residential rental unit has violated a provision of this Ordinance, the owner shall take immediate steps to remedy the violation and take steps to assure that there is not a reoccurrence of the violation.

B. Within twenty (20) days after receipt of written notice of violation, the owner shall file with the Rental Inspection Officer or the police a report, on a form provided by the Borough, setting forth what action the owner has taken to remedy the violation and what steps he or she has taken to prevent a reoccurrence of the violation, The report shall also set forth a plan as to steps the owner will take in the future if the violation reoccurs.

C. The Rental Inspection Officer or police shall review the report and, if adequate steps have been taken and the plan is adequate to address future violations, shall approve the plan. The owner shall, on his or her initiative, enforce the plan and failure to do so shall be a violation of this Ordinance.

D. In the event that a second violation occurs within a license year involving the same occupant or occupants, the Rental Inspection Officer may direct the owner to initiate eviction proceeding against the occupants who violated this Ordinance in accordance with the Landlord-Tenant Act and to not permit the occupant to occupy the premises during the subsequent licensing period. All tenants who have been evicted 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. **Property Code Ordinance Violations.** Upon receiving notice of any property code ordinance violations from the Rental Inspection Officer or police, the owner shall promptly take action, or cause the necessary action to be taken, to abate the offending condition and eliminate the violation.

9. **Borough Can Make Repairs.** In case the owner of premises shall neglect, fail or refuse to comply with any notice from the Borough or its Rental Inspection Officer to correct a violation relating to maintenance and repair of premises under any code in effect in the Borough of Apollo 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 such 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 costs. The remedies provided by this subsection are not exclusive and the Borough and its Rental Inspection Officer may invoke such other remedies available under this Ordinance or the applicable codes, ordinances or statutes, including, where appropriate, condemnation proceedings or declaration of premises as unfit for habitation; or suspension, revocation or non-renewal of the license issued hereunder.

SECTION III: OCCUPANT 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 Apollo and all applicable provisions of State Law.
2. **Health and Safety Regulations.** The occupant shall deposit all rubbish, garbage and other waste from his or her rental unit into containers in a clean and safe manner. The occupant shall also comply with all property ordinances regarding the upkeep of the property, outdoor burning and the storing of junk/debris on the property.
- ~~3. **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.~~
4. **Illegal Activities.** The occupant shall not engage in, nor tolerate, nor permit others on the premises to engage in, any conduct declared illegal under 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.*).

5. **Disruptive Conduct.**

- A. The occupant shall not engage in, nor tolerate, nor permit others on the premises to engage in, disruptive conduct or other violations of this Ordinance.
- B. When police or the Rental Inspection Officer investigate an alleged incident of disruptive conduct, her or she shall complete a disruptive conduct report upon finding that the reported incident did, in his or her judgment, constitute disruptive conduct as defined herein. The information filled in on such report shall include, if possible, the identity or identities of the alleged perpetrator(s) of the disruptive conduct and all other obtainable information including the factual basis for the disruptive conduct and all other obtainable information including the factual basis for the disruptive conduct requested on the prescribed form. Where the police make such investigation, said police officer shall then submit the completed disruptive conduct report to the Rental Inspection Officer. In all cases, the Rental Inspection Officer shall mail a copy of the disruptive conduct report to the owner or manager within three (3) working days of the occurrence of the alleged disruptive conduct, whether the person making the investigation on behalf of the Borough is the Rental Inspection Officer or police.
- C. **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.

SECTION IV: ANNUAL LICENSE TERM AND FEE:

- 1. As a prerequisite to entering into a rental agreement or permitting the occupancy of any rental unit (except as provided in subsection 3 below), the owner of every such rental unit, residential or commercial, shall be required to apply for and obtain a license for each rental unit. Each license shall have an annual term running from January 1 of a particular year through December 31 of that year. Upon application for a license 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 Council of the Borough of Apollo. **The initial fee for a license shall be Thirty-Five Dollars (\$35.00) for the first residential or commercial rental unit, and Fifteen Dollars (\$15.00) for each additional residential or commercial rental unit. The said fee shall be paid by January 10th of each year except for the year 2014, the said fee shall be paid by July 15, 2014.**
- 2. No license shall be issued if the owner has not paid any fines and costs arising from enforcement of this Ordinance or if any licensing fees under this Ordinance are due and owing the Borough.

3. No license shall be issued if the owner is not in compliance with Borough Ordinance Nos. 250-91 and/or 258-92, as applicable.
4. The following categories of rental properties shall not require licenses, and thus, shall not, therefore, be subjected to Section 1 of this Ordinance:
 - (a) Hotels and motels
 - (b) Nursing Homes
 - (c) Multi-Housing Complexes regulated by HUD or any other Federal Agency
5. The application for this license shall be in a form as determined by the Borough of Apollo.

SECTION V: ENFORCEMENT; OPTIONS FOR VIOLATIONS AND PENALTIES

- A. This section shall be enforced by the Rental Inspection Officer and the Police Department of the Borough of Apollo. Basis for Violation(s) will be:
- B. Basis for Violation: It shall be unlawful for any person, as either owner or manager of a residential or commercial rental unit for which a license is required, to operate without a valid, current license issued by the Borough of Apollo authorizing such action. It shall also be unlawful for any person, either owner or manager, to violate any provisions as set forth in SECTION II herein.
- C. Penalties:

1. Any landlord or owner of a residential or commercial unit which violates any provisions of the Yearly Licensing Fee shall upon conviction thereof be sentenced to pay a fine of \$500.00 for each and every offense. Each day of the said violation shall be a separate offense.

2. Any owner of a residential unit who, after receiving written notice of violations under Section II of this Ordinance, neglects or refuses to abate a violation of said Ordinance within the time directed by this written notice shall incur the following penalties.

- (a) For the first offense. Any owner or landlord violating any of the requirements under Section II shall upon conviction thereof in a summary proceeding be sentenced to pay a fine of One Hundred (\$100.00) Dollars for each and every offense. Each day of the said violation shall be a separate offense.

- (b) For the second offense. Any owner or landlord violating any of the requirements under Section II shall upon conviction thereof in a summary proceeding be sentenced to pay a fine of Three Hundred (\$300.00) Dollars for each and every offense. Each day of said violation shall be a separate violation.

(c) For the third offense. Any owner or landlord violating any of the requirements under Section II shall upon conviction thereof in a summary proceeding be sentenced to pay a fine of Five Hundred (\$500.00) Dollars for each and every offense and shall have their rental license revoked for at least six (6) months thereafter.

3. Any occupant of a rental unit violating any of the requirements under Section III shall incur the following penalties:

(a) For the first offense, he/she shall pay the sum of One Hundred (\$100.00) Dollars for each and every offense.

(b) For the second offense, he/she shall pay the sum of Three Hundred (\$300.00) Dollars for each and every offense.

(c) For the third offense, he/she shall pay the sum of Five Hundred (\$500.00) Dollars for each and every offense.

4. Fines imposed through this Ordinance shall be collected by any means allowable by law.

5. This section and the foregoing penalties shall not be construed to limit or deny the right of the Borough of Apollo, its agents and representatives from seeking any other equitable or legal remedies that may otherwise exist under applicable law.

6. In addition to the fines set forth herein, the Borough of Apollo shall be entitled to reasonable attorney's fees and costs of collection incurred in enforcing this Ordinance. Said fees shall be added to any penalties set forth above.

7. The owner of all residential or commercial rental units in the Borough of Apollo shall have the responsibility of making sure that all occupants within their rental units comply with and abide by this ordinance of the Borough of Apollo.

8. If any section or provision of this Ordinance is adjudicated, by a court of competent jurisdiction, as unlawful, void, or unenforceable, all remaining sections and provisions of this Ordinance shall remain in full force and effect.

SECTION VI: SAVINGS CLAUSE

Should any provision or other part of this Ordinance be finally declared to be illegal, unenforceable, void and/or unconstitutional by a court of competent jurisdiction, such shall not affect the remainder of this Ordinance which shall nonetheless be fully valid, binding and enforceable.

It is declared to be the intention of the Council of the Borough of Apollo that this Ordinance would have been adopted if such invalid or unconstitutional provision had not

been included.

SECTION VII: REPEALER.

Any and all prior Ordinances and/or any and all portions of prior Ordinances that are in conflict with this Ordinance are hereby repealed to the extent of such conflict. The remaining prior Ordinances and/or portions of prior Ordinances, not modified herein, shall remain the same.

SECTION VI: EFFECTIVE DATE: This Ordinance shall become effective five (5) days after the adoption thereof.

DONE, ORDAINED AND ENACTED at a REGULAR meeting of the Borough Council of the Borough of Apollo held at Council Chambers on the 12th day of JUNE, 2014.

BOROUGH OF APOLLO

By: Cynthia A. Wurst
President of Council

ATTEST:

Cynthia McDonald
Borough Manager

Approved this 12th day of JUNE, 2014.

Jeffrey A. Held
Mayor of the Borough of Apollo

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I hereby certify that the foregoing is a true and correct copy of an Ordinance of Apollo
duly enacted by Borough Council at a meeting held on the 12th day of
JUNE, 2014, and approved by the Mayor of the Borough of Apollo on 6-26-14,
2014.

Cynthia McDermott
Borough Manager