

FILE OF THE COUNCIL OF THE CITY OF LEBANON, PA.

BILL NO. 15 SESSIONS 2006-2007

INTRODUCED BY Mrs. Sandra P. Meluskey, October 23, 2006
Passed finally, as amended, on November 27, 2006

AN ORDINANCE

ESTABLISHING A RESIDENTIAL RENTAL HOUSING LICENSING AND INSPECTION SYSTEM AND ESTABLISHING ADMINISTRATIVE PROVISIONS, FEES AND PENALTIES.

Be It Ordained by the Council of the City of Lebanon, Pa., and it is hereby ordained by the authority of the same, That:

SECTION 1. The following Article is hereby adopted by the Council of the City of Lebanon as an Ordinance, which shall become a new Article 1907 within Part Nineteen of the Codified Ordinances of the City of Lebanon, Lebanon County, Pennsylvania:

"ARTICLE 1907
RESIDENTIAL RENTAL LICENSING AND INSPECTION

1907.01 PURPOSES AND FINDINGS

- (a) Purposes. This Article is intended to serve the following purposes:
- (1) To assist the City of Lebanon (the "City") in protecting and promoting the public health, safety and welfare of its citizens;
 - (2) To establish rights and obligations of Owners and Occupants relating to the rental of certain residential units in the City of Lebanon and to seek that Owners and Occupants properly maintain rental housing within the City;
 - (3) To ensure that Owners, Managers and Occupants share responsibilities to comply with Codes, to prevent over-crowding, and to avoid nuisances for neighboring residents; and
 - (4) To provide for a system of inspections; issuance and renewal of licenses; and establish penalties for violations.
- (b) Findings. In considering the adoption of this Article, the City of Lebanon makes the following findings:
- (1) This Article is enacted under the authority of the Third Class City Code of Pennsylvania.
 - (2) There is a greater incidence and greater severity of violations of various Codes of the City at rental residential properties than at owner-occupied

residential properties.

- (3) There is a greater incidence of problems with the maintenance and upkeep of rental residential properties than at owner-occupied residential properties.
- (4) There is a greater incidence of disturbances which adversely affect the peace and quiet of the neighborhood at rental residential properties than at Owner-Occupied residential properties.
- (5) A systematic inspection process can avoid life-threatening problems, such as a lack of functioning smoke detectors.

1907.02 DEFINITIONS.

- (a) As used in this Article, the following terms shall have the following meanings. If a term is not defined in this Article, but is defined in the City Existing Building Code or Construction Code, then that definition shall apply to this Article. If a term is not defined in any of those codes, but is defined in the City Planning and Zoning Code, then the definition in such Code shall apply to this Article.
 - (1) Business Days. Days in which the offices of the City of Lebanon are open for public business.
 - (2) City. The City of Lebanon, Lebanon County, Pennsylvania.
 - (3) Code. Any Code or ordinance adopted, enacted, and/or in effect in and for the City of Lebanon concerning fitness for habitation or the construction, maintenance, operation, occupancy, use, vermin or rodent control, or public health matters of any Premises or Dwelling Unit. This shall include, but not be limited to the City Existing Building Code, the Electrical Code, the Construction Codes, the Property Maintenance Code, solid waste ordinances, public health ordinances, and noise control ordinances.
 - (4) Code Enforcement Officer. The duly appointed Code Enforcement Officer(s) having the duty to enforce this Article, the City Existing Building Code and similar codes of the City of Lebanon, and any assistants or deputies thereof.
 - (5) Common Area. In Multi-Unit Buildings, space which is not part of an individual Regulated Rental Unit and which is shared among Occupants of the Dwellings. Common Areas shall be considered as part of the Premises for purposes of this Article.
 - (6) Disruptive Conduct. A form of conduct, action, incident or behavior perpetrated, caused or permitted by an Occupant or Guest of a Regulated Rental Unit that is:
 - a) in a violation of Ordinances of the City of Lebanon and that is so loud, untimely as to time of the day, offensive and/or nuisance-causing that it unreasonably interferes with the peaceful enjoyment by other persons of their premises or causes damage to property that is owned by others;
 - b) involves music or noise that is disruptive to persons occupying a different dwelling unit;
 - c) involves music that is audible from a street, sidewalk or dwelling from a minimum distance of 50 feet away from the premises where he sound is originating;

- d) is the subject of a criminal citation for Disorderly Conduct, or
- e) is the subject of a criminal citation under the Pennsylvania Crimes Code or the Pennsylvania Liquor Code.

In order for such Disruptive Conduct to constitute an offense under this Article, a written report must be issued by a sworn Police Officer or a City Code Enforcement Officer and notice must be sent to an Occupant and the Owner or Manger

- (7) Disruptive Conduct Report. A written Report of "Disruptive Conduct" that is completed by a Police Officer or City Codes Enforcement Officer who investigated the matter.
- (8) Dwelling. A building including one or more Dwelling Units.
- (9) Dwelling Unit. A residential living area for one household that is used for living and sleeping purposes, and that has its own cooking facilities, and a bathroom with a toilet and a bathtub and/or shower.
- (10) Guest. A Person on the premises of a Regulated Rental Unit with the actual or implied consent of an Occupant.
- (11) Landlord. This term shall have the same meaning as "Owner."
- (12) Manager. An adult individual designated by the Owner of a Regulated Rental Unit under this Article. The Manager shall be the agent of the Owner for service of process and receiving notices or demands and to perform the obligation of the Owner under this Article and under Rental Agreements with Occupants.
- (13) Multi-Unit Building. A building containing two or more dwelling units that are not completely separated from each other by vertical party walls.
- (14) Occupant. An individual who resides in a Regulated Rental Unit.
- (15) Owner. One or more Person, 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 present use and enjoyment of the Premises, including but not limited to a mortgage holder who is in possession of a Regulated Rental Unit.
- (16) Owner-Occupied Dwelling Unit. A Dwelling Unit in which at least one owner of record of the property resides as his/her primary dwelling.
- (17) Person. A natural person, partnership, corporation, unincorporated association, limited partnership, trust, or any other entity.
- (18) Police. Sworn law enforcement officers of the Police Department of the City of Lebanon or the Pennsylvania State Police.
- (19) Premises. Any parcel of real property in the City, including the land and all buildings and structures, on which one or more Regulated Rental Units is located.
- (20) Regulated Rental Unit. A Dwelling Unit or Rooming House Unit that is occupied for residential purposes and that is not: a) an owner-occupied dwelling unit and b) exempted by this Article from needing a Residential Rental License. A college fraternity or sorority used for residential purposes shall be considered Regulated Rental Units, unless it is within a dormitory that is owned by a college.

- (21) Rental Agreement. A written Agreement or other legally enforceable Agreement between Owner and Tenant, which is required to be supplemented by the Addendum provided in this Article, embodying the terms and conditions concerning the use and occupancy of a specified Regulated Rental Unit.
- (22) Residential Rental License. The License issued to the Owner of Regulated Rental Units under this Article, which is required in order to lawfully rent and occupy Regulated Rental Units.
- (23) Rooming House Unit. A living unit that does not meet the definition of a Dwelling Unit and that is not within a City-permitted hotel or bed and breakfast Inn.
- (24) Tenant. An occupant of a Regulated Rental Unit with whom a legal relationship with the Owner is established by a lease or other enforceable agreement under the laws of the Commonwealth of Pennsylvania.
- (25) Unrelated Persons. Two or more persons who reside in a dwelling unit and who are not related to each other through blood, adoption, marriage or formal foster relationship. A person who is only related as a cousin shall be considered unrelated for the purposes of this Article. The term "related" shall be restricted to the following relationships: spouse, parent, child, sister, brother, grand-child, great-grand-child, grand-parent, great-grand-parent, aunt, uncle, or any of these same relationships in a "step-" or "in-law" situation.

1907.03 OWNER'S DUTIES

- (a) General.
 - (1) It shall be the duty of every Owner to keep and maintain all Regulated Rental Units in compliance with the IPMC, 2003 Edition, as amended, and to keep such property in good and safe condition.
 - (2) As provided for in this Article, every Owner shall be responsible for regulating the proper and lawful use and maintenance of every Dwelling which he, she or it owns. Every Owner shall be responsible to act to minimize Disruptive Conduct, through the rental contract and through its enforcement of leases, on the premises by the Occupants of Regulated Rental Units.
 - (3) A Residential Rental License is required by Section 1907.05 for each Regulated Rental Unit. If a valid License has not been issued within the time-frame established by this Article, or the License has been suspended or revoked, then the Rental Unit shall not be rented for residential use. If a Regulated Rental Unit is rented for residential use without a valid Residential Rental License, such action shall be a violation of this Ordinance.
 - (4) This Article shall not be construed as diminishing or relieving, in any way, the responsibility of Occupants or their 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 Article 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 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.

- (5) This Article is not intended to, nor shall its effect be, to limit any other enforcement remedies which may be available to the City against an Owner, Occupant, or Guest thereof.
- (6) The Owner and/or Owners Agent shall accompany the Code Enforcement Officer in all scheduled inspections at the property conducted under this program.

(b) Designation of Manager.

- (1) If the Owner is not a full-time resident of the City of Lebanon or a 20 mile radius of the City of Lebanon, then the Owner shall designate a person to serve as Manager who does reside or work on a daily basis within a 20 mile radius of the City of Lebanon. If the Owner is a corporation, a separate Manager shall be appointed unless an officer of the corporation is appointed as the Manager and such officer lives within a 20 mile radius of the City of Lebanon. If the Owner is a partnership, a Manager shall be required if a partner does not reside within a 20 mile radius of the City of Lebanon. 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 of notices and demands, as well as for performing the obligations of the Owner under this Article and under Rental Agreements with Occupants.
- (2) The legal name, mailing address, daytime physical address (not a post office box), and day time and evening telephone number(s) of a Person who is designated as the Manager shall be provided in writing by the Owner to the City, and such information shall be kept current and updated within 5 business days after it changes.
- (3) The Manager shall be authorized to accept service of process on behalf of the owner.
- (4) In addition, an Owner may designate an agent to serve all of the same purposes of the Owner. If an Agent is designated, then the City is not required to provide separate notice to the Owner.

(c) Disclosure.

The Owner or Manager shall disclose to the Occupant in writing on or before the commencement of the tenancy: the name, address and telephone number of the Manager; or the name, address and telephone number of the Owner of the Premises if a Manager is not required to be designated.

(d) Maintenance of Premises.

- (1) The Owner shall maintain the Premises in compliance with the International Property Maintenance Code, 2003 Edition, as amended, 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.

- (2) However, the Owner and Occupant may agree that the Occupant is to perform specified repairs, maintenance tasks, alterations, or remodeling if such responsibilities are established in writing. Such an Agreement may be entered into between the Owner and Occupant only if entered into in good faith and not for the purpose of evading the obligations of the Owner or Occupant.
 - (3) The existence of an Agreement between Owner and Occupant shall not relieve an Owner of any responsibility under this Article or other City Codes for proper repair and maintenance of a building or premises.
- (e) Rental Agreement and Addendum.
- (1) All Rental Agreements for Regulated Rental Units shall be in writing or otherwise legally enforceable.
 - (2) The Owner and Occupant shall not include text in a Rental Agreement that is contrary to the provisions of this Article.
 - (3) Addendum to Rental Agreement. An Addendum to each Rental Agreement for Regulated Rental Units shall be provided by the Owner to the Occupant before a Rental Agreement is presented for signing by an Occupant, after the effective date of this Article. The text of the Addendum shall be consistent with Appendix A. The Owner shall secure a written acknowledgment from Occupants that the Occupants have received the Addendum. Upon oral or written request by the City of Lebanon, the Owner within ten (10) days of the request shall furnish to the City copies.
 - (4) Any public or non-profit housing entity may, in lieu of the adoption of the leasing addendum heretofore described, incorporate the requirements of the said addendum into their existing lease upon the demonstration to the City that their lease is the product of a Federal or State requirement or program. A copy of the incorporated lease shall be presented to the City for recordation purposes within five (5) days from the City's assent.
- (f) The Owner and Occupants shall comply with all provisions of the Pennsylvania Landlord-Tenant Act.
- (g) Common Areas. The Owner shall be responsible to minimize Disruptive Conduct by occupants and guests in any common area and the premises and to maintain proper physical conditions in such areas. The Owner shall be required to ensure that common areas and the outside premises are in compliance with City Codes.
- (h) Eviction. In the event that an Occupant(s) of a Regulated Rental Unit is involved in a third Disruptive Conduct violation within any one year period during which a Residential Rental License was required, the Code Enforcement Officer shall provide a written statement to the Owner or his Manager that the property shall be vacated. If the Disruptive Conduct was caused by only one Occupant, then the Owner or his Manager Officer shall limit the vacate order to that person. Occupants shall be responsible to prevent their guests from engaging in Disruptive Conduct on the premises. The Owner shall begin eviction proceedings within 15 days after receiving such statement and shall continue such proceedings to completion, without interruption, unless the Occupants vacate the premises. Once an eviction is ordered, those Occupant(s) shall not be permitted to occupy any area on the same lot for a minimum period of two years. In addition, once an

- eviction is ordered, those Occupant(s) shall not be permitted to occupy any dwelling unit or boarding/rooming house unit that is owned by the same person or entity within the City of Lebanon for a minimum period of two years.
- (1) Failure of an Owner to comply vacate the premises shall result in the suspension or revocation of the Residential Rental License and shall be a violation of this Ordinance.
 - (2) This Article shall not limit the ability of an Owner to evict tenants in compliance with State law for reasons other than violations of this Article.
 - (3) A requirement to evict Occupants shall not apply if a successful appeal is made to the Property Maintenance Board of Appeals, or if the District Magistrate rules in the Occupant's favor during eviction proceedings, or where a court appeal or other legal action has been filed that would lawfully prevent eviction.
 - (4) The Code Enforcement Officer shall maintain a list of Occupants who were ordered to be evicted and the affected addresses. Such list shall be maintained for a minimum of 3 years and shall be available for public review.
- (i) Code Violations. Upon receiving notice of any Code violations from the Code Enforcement Officer, the Owner shall take necessary action, or cause such action to be taken, to eliminate the violation within the time limit provided on the notice or citation.
 - (j) City Can Make Repairs.
 - (1) In case the Owner of Premises shall neglect, fail or refuse to comply with any notice from the City or its Code Enforcement Officer to correct a violation relating to maintenance and repair of the Premises under any Code within the period of time stated in such notice, the City may cause the violation to be corrected. There shall be imposed upon the Owner a charge of the actual costs involved, plus 25 percent of said costs or \$50 whichever is greater, for each time the City shall cause a violation to be corrected. The Owner of the Premises shall be billed after such work 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 interest and 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, attorney's fees and court costs.
 - (2) The remedies provided by this subsection are not exclusive and the City and its Code Enforcement Officer may invoke such other remedies available under this Article or other 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 Residential Rental License.
 - (k) The Owner or Manager shall allow and schedule inspections by a Code Enforcement Officer of the Premises during City business hours, after a minimum of 7 calendar days notice have been provided to the Owner or Manager. The Owner or Manager shall provide a minimum of 3 calendar days advance notice to at least one adult Occupant of each Rental Unit of the time and date of the Inspection. These advance notice requirements shall not apply when the Code

Enforcement Officer has reason to believe that an imminent threat to public health and safety may exist. See also Section 1907.05.

1907.04 OCCUPANT'S DUTIES

- (a) General.
 - (1) The Occupant shall comply with all obligations imposed upon Occupants by this Article, all applicable Codes and ordinances of the City and all applicable provisions of state law.
 - (2) A Regulated Rental Unit shall not be occupied by more than 3 "unrelated persons" (as defined in Section 1907.02) unless specifically permitted otherwise by the City Zoning Ordinance. A Regulated Rental Unit shall also comply with the occupancy limits of other City Codes.
- (b) Health Regulations. Occupants shall collect and dispose of all rubbish, garbage, and other waste in a clean and sanitary manner, and comply with City solid waste and recycling regulations.
- (c) Illegal Activities. Occupants shall not engage in, nor tolerate nor permit guests on the Premises to engage in, any conduct declared illegal under any federal criminal statute, and/or 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 illegal sale or distribution of controlled substances under the Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. § 780-101 et seq), or their successor laws.
- (d) Disruptive Conduct. (See definition in Section 1907.02)
 - (1) Occupants shall not engage in, nor tolerate nor permit guests on the Premises to engage in, Disruptive Conduct, or other violations of the Article.
 - (2) When Police investigate an alleged incident of Disruptive Conduct, the Police Officer shall complete a Disruptive Conduct Report upon a finding that the Reported incident did, in his or her judgment, constitute "Disruptive Conduct" as defined herein. The information provided in this Report shall include, if possible, the identity or identities of the alleged perpetrator(s) of the Disruptive Conduct and the factual basis for the Disruptive Conduct.
 - (3) When a Police Officer issues a Disruptive Conduct Report concerning a Regulated Rental Unit, a copy shall be provided by the Police to the Code Enforcement Officer, who shall maintain records of such reports. The Code Enforcement Officer shall mail a copy of the Disruptive Conduct Report to an Occupant and the Owner or Manager after his/her receipt of the Report.
 - (4) A criminal or civil citation is not required in order for a Disruptive Conduct Report to be issued.
 - (5) If a citation is issued and successfully prosecuted or a guilty plea entered before a District Justice, such citation may automatically be considered a Disruptive Conduct Report. However, if an appeal of a citation is filed from a decision of a District Justice, the matter shall not be deemed to constitute Disruptive Conduct unless a finding of guilty is affirmed by a final decision on appeal.
- (e) Damage to Premises. The Occupant shall not intentionally cause, nor permit nor tolerate others to cause damage to the Premises. Conduct which results in

damages in excess of \$500.00 shall be considered Disruptive Conduct under this Article.

- (f) Inspection of Premises. Occupants shall permit Inspections by a Code Enforcement Officer of the Premises during City business hours, after receiving notice from the Owner, Manager or the City. See also Section 1907.05 and 1907.03(1).

1907.05 LICENSES AND INSPECTIONS

- (a) License Requirement.

(1) A Residential Rental License shall be required for all occupied Regulated Rental Units. Within 120 days after the effective date of this Ordinance, the owner or his duly authorized agent shall be required to apply for a License for each Regulated Rental Unit. A license is required to be in possession of the Owner or Manager within 180 days after the effective date of this Ordinance for each Regulated Rental Unit. For a Rooming House, a single license is allowed for all units within a Rooming House building.

a. A Residential Rental License shall not be issued or renewed until:

- (i) all overdue real estate taxes and business license, water, sewage and other outstanding fees that are owed to the City of Lebanon or its authorities have been paid in full, and
- (ii) the Owner has provided information concerning a Manager if applicable and has provided a list of names of occupants age 18 or older.

(2) The following shall not be considered Regulated Rental Units for the purposes of this Article:

- a. Owner-Occupied Dwelling Units, provided that not more than two unrelated individuals, in addition to the Owner and his/her relatives, occupy the Dwelling Unit at any given time.
- b. Hotels and motels used for transient visitors to the area, but without units that serve the same purposes as rooming house units.
- c. Hospitals and State-licensed nursing homes and personal care homes.
- d. Bed and Breakfast Homes as defined in the City's Zoning Ordinance.
- e. One dwelling unit that is on the same lot as a second dwelling unit, provided the two dwellings are only occupied by the owner and persons who are "related" to the owner.
- f. On-campus dormitories owned by an accredited college or universities.

(3) The applicant for the License shall use a form provided by the City.

(4) The Owner or Manager shall:

- a. maintain a current list of all Occupants age 18 or older in each Regulated Rental Unit, which shall include their name, address and telephone number;
- b. furnish such list to the City annually in writing before April 15th of each year; and
- c. notify the City in writing of any changes in the number or names of

Occupants age 18 or older within 30 days after a change.

(b) Licenses and Fees.

- (1) Each Residential Rental License shall have an annual term and each Regulated Rental Unit shall be subject to a minimum of at least one inspection every four years, based upon a schedule established by the Chief Code Enforcement Administrator. The Chief Code Enforcement Administrator shall establish four geographic areas and require that Regulated Rental Units in each of those geographic areas be made available for inspection in the designated year and then re-inspected on a schedule of one inspection every four years. The City is not obligated to complete all inspections within this schedule. If the City, through no fault of the Owner, Manager or Tenant, was not able to complete an inspection in a Regulated Rental Unit in the designated year, the City may inspect the Unit in one or more following years.
- (2) The following time extensions shall apply for the requirements to have a Rental Unit inspection, unless there is evidence of a possible code violation on the property. These time extensions shall only apply after the first initial inspection and if the property has not been subject of any code enforcement actions (other than items that were satisfactorily corrected within 30 days), and has no outstanding taxes, fines or fees due to the City of Lebanon or a City Authority.
 - a. If an Owner or Manager provides evidence that a Rental Unit has been occupied by the same Occupants for the last 3 years, then a Code Enforcement Officer may allow an inspection to be delayed to once every 5 years.
 - b. If a Regulated Rental Unit was inspected by the City for code compliance within the previous 4 years, then an inspection under this Article may be delayed to result in a minimum of 4 years until the next inspection.
- (3) Upon application for a License and prior to issuance or renewal thereof, each applicant shall pay to the City an annual license and inspection fee.
 - a. The annual fee for a Residential Rental Unit shall be Forty Dollars (\$40.00) dollars per dwelling unit, Twenty Dollars (\$20.00) per each rooming house unit and Ten Dollars (\$10.00) for each sleeping room in a fraternity or sorority. The fee for a calendar year shall be paid by April 1st of each year. If the annual fee is not paid by April 1st, an additional fee of Twenty Dollars (\$20.00) shall apply for each subsequent month. The annual fee for non-profit for a Residential Rental Unit owned by a non-profit organization shall be Twenty-Five Dollars (\$25.00). This fee is intended to cover the City's actual costs for administering the program and for inspections and related vehicle, office, administrative and overhead expenses.
 - b. If a second inspection is needed for a dwelling unit or rooming house unit because the unit was found to be in violation of City codes during the initial inspection, then an additional fee of \$25.00 shall apply. For each subsequent inspection that is needed in any four-year period, an additional fee of Seventy-Five Dollars (\$75.00) shall apply.

- c. The fee to reinstate a revoked Residential Rental License shall be One Hundred Dollars (\$100.00) per dwelling unit or One Hundred Dollars (\$100.00) per rooming house building.
 - d. The fees provided in this Article may be revised by written ordinance of City Council.
 - e. A Residential Rental License shall not be issued or renewed if the Owner has not paid any monies owed to the City of Lebanon, or has not paid any fines and costs arising from enforcement of this Article or any Codes of the City of Lebanon relating to land use and/or code enforcement or if any licensing fees under this ordinance are past due to the City.
 - f. If a second or subsequent inspection is needed for a dwelling unit or rooming house unit because the Codes Enforcement Officer was not able to enter the unit at the time that had been scheduled with the Owner or Manager, then an additional fee of Seventy-Five Dollars (\$75.00) shall apply.
- (4) A License or inspection by itself shall not warrant that a Rental Unit is lawful, safe, habitable or in compliance with all City Codes.

(c) Inspection.

- (1) Each Regulated Rental Unit shall be subject to inspection by the Code Enforcement Officer or another duly authorized agent of the City under the schedule outlined in this Article.
- (2) City Code Enforcement Officers are the officials authorized to enforce this Ordinance and to take appropriate measures to abate violations hereof, for and on behalf of the City of Lebanon.
- (3) This Article shall not be construed as to limit the Code Enforcement Officer's authority to conduct inspections or enforcement actions under other City Codes or to require that a property be made available for inspection whenever there is probable cause that a violation of City Codes may be present.
- (4) To minimize disruption to occupants, owners and managers are encouraged to ask to attempt to schedule inspections during times when a Rental Unit is unoccupied between tenants.

(d) Warrant. Within the limitations of Federal and State law, a Code Enforcement Officer may apply to a District Justice having jurisdiction for an administrative search warrant to enter and inspect a Regulated Rental Unit and the Premises.

1907.06 NON-RENEWAL, SUSPENSION OR REVOCATION OF LICENSE.

- (a) General. A Code Enforcement Officer may initiate the following enforcement actions against an Owner for violating any provision of this Article that imposes a duty upon the Owner and/or for failing to regulate the breach of duties by Occupants as provided for herein.
- (b) Responses to Violations of this Article and Other City Codes.
 - (1) Notice of Violations -A Code Enforcement Officer shall provide written notification of violations of City codes and require that they be corrected

within a reasonable maximum time period that the Code Enforcement Officer establishes in the Enforcement Notice.

- a. A Code Enforcement Officer may determine that the Rental Unit is unfit for human habitation, in which case it shall be vacated and remain vacated until such situation is corrected.
 - b. For serious violations that do not require the property to be immediately vacated, a Code Enforcement Officer may require that the violations be corrected within 24 hours, or another time period stated on the notice or citation.
- (2) Non-Renewal. A Code Enforcement Officer shall delay or deny the renewal of a Residential Rental License if there are any monies owed to the City of Lebanon or if there are outstanding violations of City Codes for that Rental Unit that have not been corrected at the time of License Renewal. If the violations are not a threat to safety of occupants or other members of the public, a Code Enforcement Officer shall permit the current Occupants to continue to reside in the Premises for a reasonable period of time established by a Code Enforcement Officer in the notice of Non-Renewal, with the time limit removed when the violations of City Codes are corrected. A Code Enforcement Officer may issue a Temporary License that is conditioned upon certain actions being taken within a maximum time period.
- (3) Revocation. The immediate revocation of the license to rent a Regulated Rental Unit shall occur if a Code Enforcement Officer determines that violations of City Codes present a threat to the safety of occupants or other members of the public. Such revocation shall occur until violations of City Codes are corrected and the property has been re-inspected. Upon revocation, the Owner shall take immediate steps to evict the Occupants and/or to locate alternative housing for the Occupants.
- (4) Suspension. A Code Enforcement Officer may suspend the license to rent a Regulated Rental Unit if violations of City Codes have not been corrected within a time limit established by a Code Enforcement Officer. Such suspension shall continue until such time as a violation(s) of City Codes is corrected.
- a. If the violations are not a threat to safety of occupants or other members of the public, a Code Enforcement Officer shall permit the current Occupants to continue to reside in the Premises for a reasonable period of time established by a Code Enforcement Officer in the notice of Suspension.
 - b. A Code Enforcement Officer may suspend the license to rent a Regulated Rental Unit if the Owner or his/her designated Manager are not available or do not respond to contacts by a Code Enforcement Officer, or if the name and contact information for the Owner or Manager are no longer valid, or if the Manager no longer represents the Owner.
- (5) Reinstatement. A Residential Rental License shall be reinstated if the Owner of a Regulated Rental Unit corrects the reason for the revocation of the Residential Rental License and has paid the Residential Rental License reinstatement fee.

- (c) Criteria for Applying Sanctions.
 - (1) The Code Enforcement Officer, when deciding upon the sanctions provided in subsection (b) above, shall consider the following:
 - a. The effect of the violation on the health and safety of Occupants of the Regulated Rental Unit, other residents of the Premises, and neighboring residents.
 - b. Whether the Owner has prior violations of this Code and whether those violations were satisfactorily corrected in a timely manner.
 - c. The effect of sanctions upon the Occupants, particularly when the Occupants did not cause the violation.
 - d. The actions taken by the Owner to remedy the violation and to prevent future violations, including any written plan submitted by the Owner and good faith efforts of the Owner to bring the property into compliance.
 - (d) In addition to enforcing sanctions set forth above, a Code Enforcement Officer may establish reasonable conditions upon a Residential Rental License that will fulfill purposes of this Article.
 - (e) Grounds for Imposing Sanctions. Any of the following may subject an owner to sanctions as provided for in this Article:
 - (1) Failure to abate a violation of City Codes and ordinances that apply to Premises within the time directed by the Code Enforcement Officer.
 - (2) Refusal to permit the Inspection of the Premises by a Code Enforcement Officer as required by this Article.
 - (3) Failure to take steps to remedy and prevent violations of this Article by Occupants of Regulated Rental Units as required by this Article.
 - (4) Failure to evict Occupants after having been directed to do so by a Code Enforcement Officer as provided for in this Article.
 - (f) Procedure for Non-Renewal, Suspension or Revocation of License. Following determination that grounds for non-renewal, suspension or revocation of a License exist, a Code Enforcement Officer shall notify the Owner or Manager of the action to be taken and the reason therefore. Such notification shall be in writing addressed to the Owner or Manager in question, and shall contain the following information:
 - (1) The address of the Premises in question and identification of the affected Regulated Rental Unit(s).
 - (2) A description of the violation which has been found to exist.
 - (3) A statement that the License for said Regulated Rental Unit(s) shall be suspended, revoked, or will not be renewed for the next License. Time deadlines shall t provided in the notice. In the case of a revocation, the notice shall state the date upon which such revocation will commence.
 - (4) A statement that during the license non-renewal or revocation, the property shall not be rented for occupancy, except for any temporary conditional license extension that a Code Enforcement Officer may issue.
 - (5) Information regarding the Appeal process.
 - (g) Appeals.
 - (1) Any Person affected by a decision, notice or order of a Code Enforcement

Officer under this Article or any issuance of a Disruptive Conduct Report or any eviction order under this Article shall have the right to appeal to the City of Lebanon Housing Board of Appeals. An application for appeal may be made when it is claimed that the provisions of this Article have been improperly applied or administered or that factual errors were made by the Code Enforcement Officer, or for such other grounds under this Article as the applicant may allege.

- (2) Other Boards. The City of Lebanon Board of Health shall continue to hear appeals concerning health regulations. The City of Lebanon Zoning Hearing Board shall continue to hear appeals concerning the Zoning Ordinance. The City of Lebanon Housing Board of Appeals shall continue to hear appeals as provided in Part Nineteen - the Housing Code section of the Codified Ordinances of the City of Lebanon.
- (3) All appeals shall be filed within thirty (30) days from the date of the decision.

(h) Notifications.

- (1) Notices of violations and license suspensions, revocations and non-renewals shall be sent to the Owner, and Manager if applicable, by certified mail.
 - a. 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.
- (2) The City shall not be responsible for failing to provide notice where the Owner has not provided an up-to-date name and address for the Owner or the Manager for the Rental Unit.
- (3) For purposes of this Article, any notice required hereunder to be given to a Manager shall be deemed as notice given to the Owner.
- (4) There shall be a presumption that any notice required to be given to the Owner under this Article shall have been received by such Owner if the notice was given to the Owner in the manner provided by this Article.
- (5) A claimed lack of knowledge by the Owner of any violation hereunder cited shall not be a defense to Rental License non-renewal, suspension or revocation or an eviction order as long as all required notices involving such proceedings have been sent to the last known address of the Owner.

1907.07 VIOLATIONS AND PENALTIES

- (a) Basis for Violation. It shall be unlawful for any Person, as either Owner or Manager of a Regulated Rental Unit, to operate without a valid, current Residential Rental License issued by the City authorizing such operation. It shall also be unlawful for any Person, either Owner or Manager, to allow the number of Occupants of a Regulated Rental Unit to exceed the maximum number allowed by City Codes, or to violate any other provision of this Article. It shall be unlawful for any Owner, Manager or Occupant to violate this Article.
- (b) Penalties.

- (1) The penalties and remedies for a violation of City Construction Codes or the City Existing Building Code shall be as established in such other Code.
 - (2) Any Person who violates a provision of this Article shall upon conviction thereof before a District Magistrate be liable to pay the following penalties:
 - a. First Violation on a lot in a calendar year – A fine of \$200.00;
 - b. Second Violation on a lot in a calendar year-A fine of \$500.00;
 - c. Third and each subsequent violation on a lot in a calendar year –A fine of \$1,000.00.
 - d. If an Owner fails to obtain a Residential Rental License that is required, a fine of \$1,000.00 shall apply.
 - e. For each week that a violation continues to exist after the time limit established for correction of the violation by a Code Enforcement Officer, a separate violation shall have been deemed to occur, requiring an additional fine.
 - (3) In addition, an eviction of Occupants of a Regulated Rental Unit may be required under provisions of this Article, and the Residential Rental License that grants the privilege to rent a Regulated Rental Unit may be revoked, suspended or withdrawn.
- (c) Non-exclusive Remedies. The penalty provisions of this Article and the License non-renewal, suspension and revocation procedures provided in this Article shall not limit the ability of the City to enforce other City Ordinances and to utilize the penalties, remedies and procedures provided under such other City Ordinances and State law.

1907.08 MISCELLANEOUS PROVISIONS

- (a) Changes in Ownership/Occupancy.
 - (1) Each Owner of a Regulated Rental Unit shall notify the Code Enforcement Officer in writing within 5 business days after any change in Ownership of the Premises or of the number of Regulated Rental Units on the Premises, and to submit new contact information.
 - (2) The Owner shall notify the Code Enforcement Officer in writing within a maximum of 5 business days after the changing of a Dwelling Unit from Owner-Occupied to being a Regulated Rental Unit for purposes of this Ordinance. Failure to so notify the Code Enforcement Officer shall be considered a violation of this Ordinance.
- (b) Owners Separately Responsible. If any Regulated 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 separately responsible for the duties imposed under the terms of this Ordinance, and shall be separately subject to prosecution for the violation of this Ordinance.
- (c) Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid by a court of law, such holding shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared severable.

- (d) Any portion of this ordinance that is in contradiction with federal directive(s) may be waived at the discretion of the Mayor of the City of Lebanon.
- (e) Repealer. All ordinances or parts of ordinances which clearly are inconsistent with this Article are hereby repealed to the extent of such inconsistency.
- (f) Enactment and Effective Date. This ordinance shall become effective January 1, 2007.

APPENDIX A-CITY OF LEBANON

REQUIRED ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

This Addendum to Residential Rental Agreement is made this ____ day of _____, 20___, and is incorporated into and shall be deemed to amend and supplement the Residential Rental Agreement made by the undersigned Tenant and Owner, their heirs, successors and assigns, dated _____, 20___. The Residential Rental Agreement and this Addendum pertain to the Premises described in said Agreement and located at _____. This Addendum is required by the Residential Rental Licensing and Inspection Ordinance of the City of Lebanon.

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 Obligations:

1. The Landlord shall keep and maintain the leased Premises in compliance with all applicable Codes and Ordinances of the City of Lebanon and all applicable state laws and shall keep the leased Premises in good and safe condition.

2. The Manager for the Rental Unit shall be as follows:
Name: _____
Mailing Address: _____

Physical Address: _____
Daytime 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:

B. Tenant's Obligations:

1. The Tenant shall comply with all applicable Codes and Ordinances of the City of Lebanon and all applicable state laws.

2. The Tenant agrees that the maximum number of unrelated persons permitted

within the Regulated Rental Unit at any time shall be 3, unless a more restrictive provision is established in the lease, or unless a higher number has specifically been allowed in a City Zoning Permit.

3. The Tenant shall dispose of all rubbish, garbage and other waste from the leased Premises by a GLRA-permitted refuse hauler in a clean and safe manner, and shall separate and place for collection all recyclable materials in compliance with applicable City of Lebanon ordinances.
4. The Tenant recognizes that 3 or more Disruptive Conduct Reports in a one year period will result in eviction from the property under the City of Lebanon Residential Rental Licensing and Inspection Ordinance. The Tenant recognizes that they are responsible for the behavior of the guests on the property and shall not permit them to engage in disruptive conduct.
 - a. Disruptive Conduct is defined as a form of conduct, action, incident or behavior perpetrated, caused or permitted by an Occupant or Guest of a Regulated Rental Unit that:
 - 1) is a violation of Ordinances of the City of Lebanon and that is so loud, untimely as to time of the day, offensive and/or nuisance-causing that it unreasonably interferes with the peaceful enjoyment by other persons of their premises or causes damage to property that is owned by others,
 - 2) involves music or noise that is disruptive to persons occupying a different dwelling unit,
 - 3) involves music that is audible from a street, sidewalk or dwelling from a minimum distance of 50 feet from the premises where the sound is originating,
 - 4) is the subject of a criminal citation for Disorderly Conduct, or
 - 5) is the subject of a criminal citation under the Pennsylvania Crimes Code or the Pennsylvania Liquor Code.
5. The Tenant shall not cause, nor permit nor tolerate to be caused, damage to the premises that is beyond standard wear and tear.
6. The Tenant agrees to make the Rental Unit available for a scheduled inspection by City Code Enforcement Officers during reasonable hours, after the Tenant receives advance notice from the Owner or Manager of the Rental Unit that the City has requested an inspection.
7. The Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Residential Rental License and Inspection Ordinance of the City of Lebanon, and that failure to comply with such ordinance may result in eviction of occupants or suspension or revocation of the Owner's privilege to rental a residential unit.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day

and year first above written.

Witness

Tenant

Witness

Tenant

Witness

Tenant