

INTRODUCED BY: Anthony Battalini

FIRST READING: 2/4/04

PUBLIC NOTICE: 2/18/04

ADOPTED: 3/3/04

CITY OF ALIQUIPPA
ORDINANCE NO. 1 of 2004

AN ORDINANCE OF THE CITY OF ALIQUIPPA, BEAVER COUNTY, PENNSYLVANIA. AN ORDINANCE ESTABLISHING THE LICENSING AND INSPECTION OF ALL RENTAL UNITS INCLUDING SINGLE AND MULTIPLE FAMILY DWELLINGS, BOARDING AND ROOMING HOUSES INCLUDING MOTELS, HOTELS, AND BED AND BREAKFASTS.

FURTHERMORE, ESTABLISHING A SCHEDULE FOR INSPECTIONS BY THE CITY CODE ENFORCEMENT OFFICER AND DESIGNEES AND ESTABLISHING A FEE SCHEDULE FOR LICENSING AND THE ESTABLISHMENT OF PENALTIES FOR THE VIOLATION OF THIS ORDINANCE.

WHEREFORE, owner occupied dwellings are historically and factually better maintained than tenant occupied units, and;

WHEREFORE, in multi-family units, there are public areas which must be maintained by the owner and not the tenants, such as hallways, pavements, heating, water, and sewage facilities and structural items such as the roof, chimney, and walls, and;

WHEREFORE, the city is charged with ensuring the welfare of its residents, owners and tenants alike, and;

WHEREFORE, blighting can occur in neighborhoods as the result of delayed maintenance, deteriorated structures, and outmoded facilities, and;

THEREFORE, the City of Aliquippa, in an effort to ensure the safety and well being of all its residents, establishes the following definition, owner's duties, occupant's duties, fees, registration requirements and violations and penalties.

COPY

DEFINITIONS

BOARD – The Code Appeals Board of the City of Aliquippa

CODE – The official Building Code or Property Maintenance Code adopted by the City of Aliquippa.

CITY – City of Aliquippa, Beaver County, Pennsylvania.

DISRUPTIVE CONDUCT – Any form of conduct, action, incident, or behavior, perpetrated, caused, or permitted by any occupant or visitor of a regulated dwelling unit that is so loud, untimely (time of day), offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility is their peaceful enjoyment of their premises such that a report is made to police complaining of such action, conduct, 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, shall be deemed to have occurred unless the police shall investigate and make a determination that such did occur, and make record of such occurrence.

DISRUPTIVE CONDUCT REPORT – A written report of DISRUPTIVE CONDUCT on a form to be prescribed thereof, to be completed by the POLICE who actually investigates an alleged incident of DISRUPTIVE CONDUCT and which shall be maintained by the CODE ENFORCEMENT OFFICER.

DWELLING - A building having one or more DWELLING UNITS.

DWELLING UNIT - A room or group of rooms within a DWELLING and forming a single unit and used for living and sleeping purposes, having its own cooking facilities, and a bathroom with a toilet and a bathtub or shower.

GUEST – A PERSON on the PREMISES with the actual or implied consent of an OCCUPANT.

ILLEGAL ACTIVITIES – The occupant shall not engage in nor tolerate nor permit others on the premises to engage in any conduct declared illegal under the Pennsylvania Crimes Code (47PS I-101 et seq) or the Controlled Substance, Drug, Device and Cosmetic Act (35 PS 780-101 et seq).

LANDLORD – One or more PERSONS, jointly or severally, in whom is vested all or part of the legal title to the PREMISES, or all or part of the beneficial ownership and a right to present use and enjoyment of the PREMISES, including a mortgage holder in possession of a REGULATED RENTAL UNIT. (Same as OWNER)

MANAGER - An adult individual designated by the OWNER of a REGULATED RENTAL UNIT. The MANAGER shall be the agent of the OWNER for service of process and receiving notices or demands and to perform the obligations of the OWNER under this Ordinance and under RENTAL AGREEMENTS with OCCUPANTS.

MULTIPLE-UNIT DWELLING – A building containing three (3) or more independent DWELLING UNITS, including, but not limited to, double houses, row houses, town houses, condominiums, apartment houses, and conversion apartments.

OCCUPANCY LICENSE – The License issued to the OWNER of REGULATED RENTAL UNITS under this Ordinance, which is required for the lawful rental and occupancy of REGULATED RENTAL UNITS.

OCCUPANT – An individual who resides in a REGULATED 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 written lease or by the laws of the Commonwealth of Pennsylvania.

OWNER – OCCUPIED DWELLING UNIT – A DWELLING UNIT in which the OWNER resides on a regular, permanent basis.

PEACEFUL ENJOYMENT – The occupant shall conduct him or herself and require other persons, including, but not limited to, guests on the premises and within his or her regulated rental unit with his or her consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by the persons occupying same.

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

POLICE – THE POLICE DEPARTMENT of the City of Aliquippa or any properly authorized member or officer thereof of any other law enforcement agency having jurisdiction within the City of Aliquippa.

PREMISES – Any parcel of real property in the City including the land and all buildings and appurtenant structures or appurtenant elements on which one or more REGULATED RENTAL UNITS is located.

RENTAL AGREEMENT – A written agreement between OWNER/LANDLORD and OCCUPANT/TENANT supplemented by the Addendum embodying the terms and conditions concerning the use and occupancy of a specified REGULATED RENTAL UNIT or PREMISES.

RESIDENTIAL USE – The occupant shall, unless otherwise permitted by applicable law or ordinance, occupy or use his or her REGULATED RENTAL UNIT for no other purpose than as a residence.

TENANT - An individual who resides in a REGULATED 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 written lease or by the laws of the Commonwealth of Pennsylvania. (Same as OCCUPANT).

UNRELATED – Of or pertaining to two (2) or more PERSONS not related to one another through blood to the level of second cousins, adoption or marriage.

OWNER'S DUTIES

A. General

It shall be the duty of every OWNER to keep and maintain all REGULATED RENTAL UNITS in compliance with all applicable Codes and provisions of all other applicable state laws and regulations and local ordinances and to keep such property in good and safe condition.

As provided for in this Ordinance, every OWNER shall be responsible for regulating the property and lawful use and maintenance of every DWELLING which he, she or it owns. As provided for in this Ordinance, every OWNER shall be responsible for regulating the conduct and activities of the OCCUPANTS of every REGULATED RENTAL UNIT, which he, she or it owns in the CITY, which conduct or activity takes place at such REGULATED RENTAL UNIT or its PREMISES.

In order to achieve those ends, every OWNER of a REGULATED 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 diminished 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 causes of action, civil or criminal enforcement proceeding, or criminal law; nor shall this section be construed so as to require an OWNER to indemnify or defend OCCUPANTS or their GUESTS when any such action or proceeding is brought against the OCCUPANT based 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 CITY against an OWNER, OCCUPANT, or GUEST thereof.

B. Designation of Manager

Every OWNER who is not a full-time resident of the City of Aliquippa or elsewhere in an area that is a local call from the City of Aliquippa shall designate a MANAGER who shall reside in an area that is a local call from the City of Aliquippa. If the OWNER is a corporation, a MANAGER shall be required if an officer of the corporation does not reside in the aforesaid calling 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 in the aforesaid calling 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 of notices and demands, as well as for performing the obligations 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 OWNER or MANAGER to the CITY, and such information shall be kept current and updated as it changes.

C. Disclosure

1. The OWNER or MANAGER shall disclose to the OCCUPANT in writing on or before the commencement of the tenancy:
 - a. the name, address and telephone number of the MANAGER; if applicable; and
 - b. the name, address and telephone number of the OWNER of the PREMISES.
2. Before an OCCUPANT initially enters into or renews a RENTAL AGREEMENT for a REGULATED RENTAL UNIT, the OWNER or MANAGER shall furnish the OCCUPANT with the most recent inspection report relating to the property.

D. Maintenance of Premises

The OWNER shall maintain the PREMISES in compliance with the CODES of the CITY 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.

E. Written Rental Agreement

- a. All RENTAL AGREEMENTS for REGULATED DWELLING UNITS shall be in writing and shall be supplemented with the Addendum. (No oral leases and no oral modifications thereof are permitted.) All disclosure and information required to be given to OCCUPANTS by the OWNER shall be furnished before the signing of the RENTAL AGREEMENT. The OWNER shall provide OCCUPANT with copies of the RENTAL AGREEMENT and Addendum upon execution.
- b. Terms and Conditions- OWNER and OCCUPANT may include in a RENTAL AGREEMENT terms and conditions not prohibited by the Ordinance or other applicable ordinances, regulations, and laws, including rent, term of agreement, and other provisions governing the rights and obligations of the parties.
- c. Prohibited Provisions- Except as otherwise provided by this Ordinance, no RENTAL AGREEMENT may provide that the OCCUPANT or OWNER agrees to waive or to forego rights or remedies under this Ordinance. A provision prohibited by this subsection included in a RENTAL AGREEMENT is unenforceable.
- d. Attachment of Ordinance to Rental Agreement- Following the effective date of this Ordinance, a summary hereof in a form provided to OWNER by the CITY, at the time of licensing, shall be attached to each RENTAL AGREEMENT delivered by or on behalf of an OWNER when any such agreement is presented for signing to any OCCUPANT. If a summary has been provided when the RENTAL AGREEMENT was first executed, a summary does not have to be provided upon renewal. Where a RENTAL AGREEMENT has been entered into prior to the effective date of this ordinance, the OWNER shall provide the occupants with a copy of the summary within sixty (60) days after the enactment of this ordinance.

F. Complaints

The OWNER shall reply promptly to reasonable complaints and inquiries from OCCUPANTS.

G. Landlord/Tenant Act

The OWNER shall comply with all provisions of the LANDLORD-TENANT Act of the Commonwealth of Pennsylvania.

H. Common Areas

Where an OWNER does not regulate the use of COMMON AREAS and the behavior of OCCUPANTS and GUESTS in the COMMON AREAS, the OWNER shall be directly responsible for the behavior of OCCUPANTS and GUESTS in the COMMON AREA as if the OWNER were an OCCUPANT.

OCCUPANT'S DUTIES

A. General

The OCCUPANT shall comply with all obligations imposed upon OCCUPANTS by this Ordinance, all applicable Codes and Ordinances of the CITY and all applicable provisions of state law.

B. Health and Safety Regulations

1. The maximum number of persons permitted in any REGULATED RENTAL UNIT at any time shall not exceed the standards outlined in City Ordinance 2003 International Property Maintenance Code Section 404 concerning occupant load.
2. The OCCUPANT shall dispose from his or her REGULATED RENTAL UNIT all rubbish, garbage, and other waste in a clean and safe manner prescribed in Ordinance 17-1988 and 5-1991 as amended and separate and place for collection all recyclable materials in compliance with the Recycling Plan of the City of Aliquippa Solid Waste and Recycling Ordinance.

C. 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 REGULATED 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.

D. Residential Use

The OCCUPANT shall, unless otherwise permitted by applicable law or ordinance, occupy or use his or her REGULATED RENTAL UNIT for no other purpose than as a residence.

E. Illegal Activities

The OCCUPANT shall not engage in, nor tolerate nor permit others on the PREMISES to engage in any conduct declared illegal under the Pennsylvania Crimes Code (18 C.S.A. s101, et seq) or Liquor Code (47 P.S. s 1-101 et seq), or The Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. x 780-101 et seq).

F. Disruptive Conduct

1. The OCCUPANT shall not engage in, nor tolerate nor permit others on the PREMISES to engage in DISRUPTIVE CONDUCT or other violations of the Ordinance.
2. When POLICE investigate an alleged incident of DISRUPTIVE CONDUCT, he 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 said 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 requested on the prescribed form. Where the POLICE make such investigation, said POLICE officer shall then submit the completed DISRUPTIVE CONDUCT REPORT to the CODE ENFORCEMENT OFFICER. In all cases; the CODE ENFORCEMENT OFFICER shall mail a copy of the DISRUPTIVE CONDUCT REPORT to the OWNER or MANAGER within seven working days of the occurrence of the alleged DISRUPTIVE CONDUCT.
3. The third occurrence of disruptive conduct within a one-year period will result in an automatic eviction.

G. 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.

H. 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 shall be considered a violation of this Ordinance.

I. Inspection of Premises

The OCCUPANT shall permit inspections by the CODE ENFORCEMENT OFFICER or his designated representative of the PREMISES at reasonable times, upon reasonable notice.

J. FEES

Every person applying for a license initially shall supply all information requested by CITY and pay an initial license fee as follows:

1 family rental unit	\$50
2 family rental unit	\$75
Multi family –3 to 10	\$100 plus \$10 per unit
Multi family over 10	\$125 plus \$10 per unit
Rooming houses, Dormitories & Hotels	\$125 plus \$10 per unit

Thereafter, the subsequent fee for annual license for 1 and 2 family units will be assessed at \$25 per unit. Multi family units 3-10 and over 10 units will be \$20. Rooming houses, dormitories, and hotels will be \$75 per unit.

REGISTRATION REQUIREMENTS

K. Registration Requirements

The owners of each dwelling listed herein will be subject to the following registration requirements and fees:

- (a) Each person who allows a one-family dwelling to be occupied by a person or persons other than the owner of the one-family dwelling, and where this action by the owner has occurred for a period in excess of one year, shall be required to annually file with the Code Official rental unit registration.
- (b) Each person who operates a two-family dwelling shall be required to annually file with the Code Official rental unit registration.
- (c) The rental unit registration and accompanying registration fees shall be filed and paid on or before August 31, 2004, or on or before August 31 of the first year of this Ordinance and annually thereafter.

L. Inspection: Periodic Inspection

The Code Official or designated representative shall inspect each one-family and two-family dwelling within 45 days following the filing of the rental unit registration. Periodic inspections shall occur as required in the investigation of complaints regarding the dwelling.

Inspection Issuance

The Code Official or designated representative shall, upon receipt of an application for a license, inspect the rental dwelling and in the event of such rental dwelling is in compliance with this Code, the license applied for shall be issued.

Non-Compliance

In the event the rental dwelling is not in compliance with this Property Maintenance Code, or the Building Code, the Code Official shall notify the applicant in writing and shall specify the non-compliance with the

related code. Upon completion of the changes, the Code Official shall issue the license applied for.

M. Multi-Family Dwelling Display of License

Every license shall be displayed in a conspicuous place within the multi-family dwelling.

License Duration

Every multi-family dwelling license shall remain in force for one year from the date of issuance.

License Transfers

No license required by the Ordinance shall be transferable unless the new operator shall give notice in writing to the Code Official within (10) days after the transfer in any manner of ownership or control of the interest in such multi-family dwelling. Such notice shall include the name and address of the person succeeding to the ownership or control.

N. Violation: License Revocation: Notice

Whenever the Code Official determines that there exists a violation of the International Building Code or the Property Maintenance Code, it shall serve notice as provided in the code and may notify the owner or operator in writing that unless the Notice of Violation is complied with, the rental dwelling license may be revoked. After the expiration of the time for compliance as stated on the Notice of Violation, a reinspection shall be made to determine compliance. If the violation has not been corrected and no appeal is pending, the Code Official may revoke the multi-family dwelling license and in such event shall serve written notice by U.S. Certified Mail upon the owner or operator of such action.

Appeal

Any person whose dwelling license has been revoked, or whose application for license to operate a multi-family dwelling has been denied, may appeal to the Board as provided in the Code. Fees for this

appeal process shall be set by Resolution from time to time by the Aliquippa City Council.

O. Licensing of Rooming Houses, Dormitories and Hotels

No person shall operate a rooming house, dormitory or hotel unless he has first obtained from the Code Official a license to operator such rooming house, dormitory, or hotel.

Compliance with Code

The Code Official shall not issue a license unless the rooming house, dormitory or hotel for which the license is required is in compliance with the code.

Number of Occupants Specified

Every license shall specify the maximum number of occupants allowed to occupy the rooming house, dormitory or hotel.

Every license shall be displayed in a conspicuous place within the rooming house, dormitory or hotel.

VIOLATIONS AND PENALTIES

A. Basis for Violation

It shall be unlawful for any PERSON, as either OWNER or MANAGER of a REGULATED RENTAL UNIT for which a License is required, to operate without a valid, current 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 limit as set forth on the License, or to violate any other provision of this ordinance. IT SHALL BE UNLAWFUL FOR ANY OCCUPANT TO VIOLATE THIS ORDINANCE.

B. Penalties

Any violation of this Ordinance shall constitute a summary offense punishable, upon conviction thereof by a District Justice, by a fine not to exceed One Thousand Dollars (\$1,000) plus costs, by a term of imprisonment not to exceed (30) days. Each day of violation shall constitute a separate and distinct offense.

C. Non-Exclusive Remedies

The penalty provisions of this Article and the License non-renewal, suspension and revocation procedures provided in this Ordinance shall be independent, non-mutually exclusive separate remedies, all of which shall be available to the CITY as may be deemed appropriate for carrying out the purposes of this Ordinance. The remedies and procedures provided in this Ordinance for violation hereof are not intended to supplant or replace, to any degree, the remedies and procedures available to the CITY in the case of a violation of any other Code or Ordinance of the CITY, whether or not such other Code or ordinance is referenced in this Ordinance and whether or not an ongoing violation of such other Code or ordinance is cited as the underlying ground for a finding of a violation of this Ordinance.

MISCELLANEOUS PROVISIONS

A. Notices

1. For purposes of this Ordinance, any notice required hereunder to be given to a MANAGER shall be deemed as notice given to the owner.
2. There shall be a rebuttable presumption that any notice required to be given to the OWNER under this Ordinance shall have been received by such OWNER if the notice was given to the OWNER in the manner provided by this Ordinance.
3. A claimed lack of knowledge by the OWNER of any violation hereunder cited shall be no defense to license non-renewal, suspension or revocation proceedings as long as all notices prerequisite to institution of such proceedings have been given and deemed received in accordance with the applicable provisions of this Ordinance.

B. Changes in Ownership Occupancy

It shall be the duty of each OWNER of a REGULATED RENTAL UNIT to notify the CODE ENFORCEMENT OFFICER in writing of any change in Ownership of the PREMISES or of the number of REGULATED RENTAL UNITS on the PREMISES. It shall be the duty of the OWNER to notify the CODE ENFORCEMENT OFFICER in writing of any increase in the number of OCCUPANTS in any REGULATED RENTAL UNIT or of the changing of a DWELLING UNIT from OWNER-OCCUPIED to nonowner-occupied, which thereby transforms the DWELLING into a REGULATED RENTAL UNIT for the purposes of this Ordinance.

C. Owners Severally 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 severally responsible for the duties imposed under the terms of this Ordinance, and shall be severally subject to prosecution for the violation of this Ordinance.

D. Severability

If any provision of this Ordinance or the application thereof to any PERSON or circumstances is held invalid, 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, provisions of this Ordinance are declared severable.

E. Repealer


All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

F. Effective Date

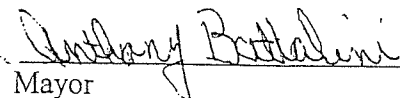
This Ordinance shall become effective on March 13, 2004

ATTEST:

CITY OF ALIQUIPPA



City Administrator



Mayor