

ORDINANCE NO. 1261

AN AMENDMENT TO THE CODIFIED ORDINANCES OF EAST STROUDSBURG BOROUGH TO ESTABLISH REQUIREMENTS FOR LICENSING AND INSPECTION OF RESIDENTIAL RENTAL PROPERTIES

SECTION 1. Under the authority of the Pennsylvania Borough Code (including, but not limited to, under Articles XII, XXXII-A and XXXIII of such law including, but not limited to, Section 1202 subsections (1), (3), (4), (5), (8), (14) (15) (20) (61) and (65), Section 3204-A, and Section 3108), the following new ordinance text is hereby adopted as a new Chapter 124 in the Codified Ordinances of East Stroudsburg Borough:

ARTICLE I

Licensing and Inspection of Residential Rental Property

§124-1. Purposes and Findings.

A. Purposes. This Chapter is intended to serve the following purposes:

- (1) To assist the Borough of East Stroudsburg (the "Borough") 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 Borough of East Stroudsburg and to seek that Owners and Occupants properly maintain rental housing within the Borough;
- (3) To ensure that Owners, Managers, and Occupants share responsibilities to comply with Codes, to prevent overcrowding, and to avoid nuisances for neighboring residents;
- (4) To provide for a system of inspections and for issuance and renewal of Licenses and to establish penalties for violations; and
- (5) To seek that Owners or Managers work with Tenants after the first and second Disruptive Conduct Reports to avoid the issuance of a third Disruptive Conduct Report.

B. Findings. In considering the adoption of this Chapter, the Borough of East Stroudsburg makes the following findings:

- (1) This Chapter is enacted under the authority of the Borough Code of Pennsylvania.
- (2) There is a greater incidence and greater severity of violations of various Borough Codes arising in or at residential rental properties than at Owner-occupied residential properties.

- (3) There is a greater incidence of problems with the maintenance and upkeep of residential rental 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 residential rental 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.

§124-2. Definitions.

A. As used in this Chapter, the following terms shall have the following meanings. If a term is not defined in this Chapter, but is defined in the Borough's Property Maintenance Code or Uniform Construction Codes, then that definition shall apply to this Chapter. If a term is not defined in any of those codes, but is defined elsewhere in the Borough Code, then the definition in such Chapter shall apply to this Chapter.

AGENT – See “Manager”.

BUSINESS DAYS – Days in which the offices of the Borough of East Stroudsburg are open for public business.

BOROUGH -- The Borough of East Stroudsburg, Monroe County, Pennsylvania.

CODE -- Any code or ordinance enacted by or in effect within the Borough of East Stroudsburg as may be amended from time to time, including but not limited to, fitness for habitation, the construction, maintenance, operation, occupancy, use, vermin and rodent control, or public health matters of any Premises or Dwelling Unit.

CODE ENFORCEMENT OFFICER (CEO) -- The Borough-appointed Code Enforcement Officer(s) having the duty to enforce this Chapter and the Code and any assistants or deputies appointed by the Borough. At the discretion of Borough Council, an independent entity or contractor may be appointed to enforce part or all of this function under this Chapter.

COMMON AREA – It is the space contained in buildings having multiple Regulated Rental Units, which is not part of an individual Regulated Rental Unit and can be shared among Occupants of the Dwellings. Common areas shall be considered as part of the Premises for purposes of this Chapter.

DISRUPTIVE CONDUCT –An action, incident or behavior perpetrated which causes a public inconvenience, annoyance or alarm, or recklessly creating a risk thereof, by an Occupant or Guest of a Regulated Rental Unit that involves any of the following:

- (1) Engaging in fighting or threatening, or in violent or tumultuous behavior;

- (2) Making unreasonable noise;
- (3) Using obscene language, or making an obscene gesture;
- (4) Creating a hazardous or physically offensive condition by any act which serves no legitimate purpose of the actor;
- (5) Is the subject of a criminal citation or complaint or criminal charges for any summary, misdemeanor or felony charges under the laws of Pennsylvania.
- (6) Is a violation of the East Stroudsburg Borough Code of Ordinances.

As used in this section the word “public” means affecting or likely to affect persons in a place to which the public has access; among the places included are highways, transport facilities, schools, prisons, apartment houses, places of business or amusement, any neighboring properties, or any premises which is open to the public.

DISRUPTIVE CONDUCT REPORT -- A written report of "Disruptive Conduct" that is completed by a police officer or CEO who investigated the matter, and to which notice is mailed or otherwise provided to the Owner and any Manager of the Rental Unit, pursuant to this Chapter.

DWELLING -- A building including one or more Dwelling Units.

DWELLING UNIT -- A residential living area for one “Family” (as defined in the Code) that includes living and sleeping purposes and that has its own cooking facilities and a bathroom with a toilet and a bathtub and/or shower.

FAMILY-- One or more individuals related by blood, marriage or adoption (including persons receiving formal foster care) or up to four (4) total unrelated individuals who maintain a common household and live within one dwelling unit, except as provided otherwise in the Code. For this purpose, “related” shall mean persons who are related by blood, marriage, adoption, civil union recognized by any state, or formal foster relationship to result in one of the following relationships: spouse, brother, sister, parent, child, grandparent, great-grandparent, grandchild, great-grandchild, uncle, aunt, niece, nephew, sister-in-law, brother-in-law, parent-in-law or first cousin. “Step” relationships shall also be included, such as step-mother. “Related” shall not include any relationship further than direct first cousins.

Notwithstanding the above definition, a family shall also be deemed to include any number of mentally or physically handicapped persons occupying a dwelling unit as a single, nonprofit housekeeping unit, if such occupants are handicapped persons as defined in Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988. Such unrelated individuals shall have the right to occupy a dwelling unit in the same manner and to the same extent as any family unit as defined above.

GUEST -- A person who is present on the premises of a Regulated Rental Unit with the actual or implied consent of an Occupant.

LANDLORD -- This term shall have the same meaning as "Owner."

MANAGER -- An adult individual designated by the Owner of a Regulated Rental Unit under this Chapter. 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 Chapter and under rental agreements with Occupants.

OCCUPANT – See “Tenant”.

OWNER – One or more Persons, jointly or severally, in whom is vested all or part of the legal title to the premises, and who has a right to transfer use and/or possession of the property to a third party or has exercised that right through lease or license. The term “Owner” shall also include, but not be limited to, a mortgage holder who is in possession of a Regulated Rental Unit.

OWNER-OCCUPIED DWELLING UNIT -- A Dwelling Unit where at least one Owner of record resides as his/her primary residence.

PERSON -- A natural Person, partnership, corporation, unincorporated association, limited partnership, trust, or any other legally existing recognized entity that is capable of Ownership.

POLICE -- Sworn law enforcement officers who have the legal ability to effectuate arrest, including, but not limited to, the Stroud Area Regional Police Department authorized to serve the Borough of East Stroudsburg, the Pennsylvania State Police, and/or the East Stroudsburg University Police.

PREMISES -- Any parcel of real property located in the Borough including Dwelling(s), Common Areas, and land and appurtenant structures, on which one or more Regulated Rental Units is located.

PMBA – Shall mean the designated Property Maintenance Board of Appeals.

REGULATED RENTAL UNIT or “UNIT” -- A Dwelling Unit that is occupied for residential purposes and that is not: a) an Owner-Occupied Dwelling Unit or b) is otherwise exempt by this Chapter 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 residence hall that is owned by a university within the IU Zoning District.

RENTAL AGREEMENT -- A legally enforceable agreement between Owner and Tenant/Occupant embodying the terms and conditions concerning the use and occupancy of a Regulated Rental Unit and executed by all parties subject to the agreement.

RESIDENTIAL RENTAL LICENSE -- The License issued to the Owner of Regulated Rental Units under this Chapter, which is required in order to lawfully rent and occupy Regulated Rental Units. Until a Rental Unit has been inspected and a License issued, the Residential Rental License shall be considered a residential rental registration.

ROOMING/BOARDING HOUSE -- A residential use that includes two (2) or more Rooming/Boarding House Units.

ROOMING/BOARDING HOUSE UNIT -- A unit of space assigned or leased to one or more persons for residential purposes, which does not otherwise meet the definition of Dwelling Unit and that is not within a Borough-permitted hotel or bed-and-breakfast inn.

TENANT -- An Occupant of a Regulated Rental Unit with whom a legal relationship with the Owner is established by written or oral lease, sublease or other enforceable possessory right under the laws of the Commonwealth of Pennsylvania.

UNRELATED PERSONS -- Persons who are not related to each other, as provided in the definition of "Family" in this Chapter.

§124-3. Owner's Duties.

A. General.

- (1) It shall be the duty of every Owner to keep and maintain all owned Regulated Rental Units in compliance with the Code, and to ensure the Premises is maintained in good and safe condition. The Owner shall allow and assist the CEO in the performance of inspections authorized under the Borough.
- (2) As provided for in this Chapter, every Owner shall be responsible for regulating the proper and lawful use and maintenance of every Dwelling and each Regulated Rental Unit which he/she or it owns. Every Owner shall be responsible to include in and enforce provisions to their Rental Agreements which assist in minimizing Disruptive Conduct by Occupants of the Regulated Rental Units. Each Owner shall be responsible to include provisions in a Rental Agreement which requires Occupants to comply with this Ordinance.
- (3) A Residential Rental License is required by this Chapter for each Regulated Rental Unit. If a valid License has not been issued, or the License has been revoked, then the Regulated 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 Chapter.
- (4) This Section shall not be construed to diminish or relieve in any way the responsibility of Occupants, Tenants, or their guests for their conduct or activity. This Ordinance shall not be construed as an assignment, transfer or projection onto any Owner of any liability in addition to that which exists independent of this Ordinance under civil or criminal law for Tenants or Guests conduct or activity.

- (5) This Chapter is not intended, nor shall its effect be, to limit any other enforcement remedies at law or equity including injunctive relief which may be available to the Borough against an Owner, Occupant, Tenant, or Guest thereof.
- (6) The Owner may designate an Agent or a Manager to assist Owner in meeting Owner's duties and obligations as set forth in this Chapter. It shall not be a defense for failure to comply with this Chapter based on Owner's designation of a Manager or Agent.
- (7) The Owner, Designated Owner's Agent or Manager may be required to accompany the CEO in scheduled inspections at the property conducted under this Chapter.
- (8) A Regulated Rental Unit shall be occupied to a density that is in conformance with the Borough Zoning Ordinance. A Regulated Rental Unit shall also comply with the occupancy limits of other Borough codes.

B. Designation of Manager.

- (1) If the Owner is not a full-time resident of the Borough of East Stroudsburg or does not live or have a primary physical work address (beyond a post office box) within a twenty (20) mile radius of the Borough of East Stroudsburg, and within the Commonwealth of Pennsylvania, then the Owner shall designate a Person to serve as Manager who does reside or have a primary physical work headquarters (beyond a post office box) within a twenty (20) mile radius of the Borough of East Stroudsburg. If the Owner is a corporation, partnership or similar entity, a Manager shall be appointed meeting the above requirements.
- (2) The legal name, mailing address, e-mail address, daytime physical address (not a post office box), and daytime and evening telephone number(s) of a Person who is designated as the Manager shall be provided in writing by the Owner to the Borough, and such information shall be kept current and updated within five (5) business days after it changes. Such information shall also be provided and updated to each Tenant within the same time frame.
- (3) The Manager shall be authorized to accept service of process of legal notices and complaints on behalf of the Owner for matters relating to the Regulated Rental Unit, in addition to any other Person the Owner designates, to accept service of process.
- (4) If an Owner designates a Manager, then the Borough may, as a convenience but not as a requirement, provide copies of notices of service of process to Owner via first-class mail at the last address provided to the Borough in writing by the Owner.

- (5) The Manager shall have authority to act on behalf of the Owner to correct Code violations, maintain the Premises, respond to Tenants complaints and emergency situations and evict Tenants when necessary.
- C. Disclosure. The Owner or Manager shall provide to each prospective tenant, 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. The Residential Rental Unit License shall also be readily available on the Premises. The information must be currently maintained as set forth herein.
- D. Maintenance of Premises.
- (1) The Owner shall maintain the Premises in compliance with Code, and shall regularly perform or cause to be performed 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) The existence of an agreement between Owner and Tenant to make repairs to a Dwelling or Regulated Rental Unit in lieu of rent shall not relieve an Owner of any responsibility under the Code for proper repair and maintenance the Premises.
- E. Rental Agreement.
- (1) All Occupants of a Regulated Rental Unit shall be provided with and execute a written Rental Agreement establishing the terms of their tenancy. Each Rental Agreement shall contain an Addendum to Residential Rental Agreement in a form approved by the Borough, which shall be executed by the parties and provided to the Borough prior to the commencement of tenancy. The Addendum to Residential Rental Agreement may be revised by resolution of Borough Council.
 - (2) The Owner and Occupant shall not include text in a rental agreement that is contrary to the provisions of this Chapter and shall insert such provisions as necessary to facilitate enforcement of the provisions herein, such as grounds for eviction based on violations of the Disruptive Conduct provisions. Nothing herein, however, is to be construed as to limit the Owner's ability to insert more stringent provisions in establishing the contract with the tenant.
 - (3) Rental agreements for Regulated Rental Units shall be consistent with the provisions of the Pennsylvania Landlord-Tenant Act, and shall incorporate Section 250.505-A of such Act which addresses illegal sale, manufacture or distribution of controlled substances by Tenants.
- F. Common Areas. The Owner of a Regulated Rental Unit shall ensure that the Premises are maintained in compliance with the Code.

- G. Notice and Eviction. The CEO shall serve a copy of each Disruptive Conduct Report to the Owner or the Manager, of the cited Regulated Rental Unit by certified mail return receipt requested or personal service. A copy of said report may be provided to Owner via first-class mail at the last address provided to the Borough in writing by the Owner, when a Manager is designated. Such communication shall also state that the Disruptive Conduct Report may be appealed, and shall describe the consequences of a third Disruptive Conduct Report. After three incidents are determined to be "Disruptive Conduct," as set forth in the definition in §124-2, on a property with a Regulated Rental Unit during any period of twenty-four (24) consecutive months, the CEO or designee shall provide written notice to the Owner and/or Manager of the Tenant eviction requirements under this Chapter (Notice to Evict). The Occupants of the cited Regulated Rental Unit shall be served a copy of the Disruptive Conduct Report via certified mail return receipt requested or personal service.
- (1) Upon receipt of Notice of Eviction indicating that there were three (3) Disruptive Conduct Reports issued against a Regulated Rental Unit during a period of twenty-four (24) consecutive months; the Owner is required within forty-five (45) days to file action for possession against the Tenant. This action shall involve eviction proceedings against the Occupant(s) who were in possession at the time of the incident leading to the third Disruptive Conduct Report occurred, by providing notice to vacate, and proceeding to file and prosecute an action for possession against the Tenant. An Owner shall give notice to any new Occupants of any previous Disruptive Conduct Reports pending against the Regulated Rental Unit.
 - (2) In the event that three (3) or more Disruptive Conduct Reports occur within a rolling twenty-four (24) month consecutive period and the Occupant(s) who occupied the Regulated Rental Unit at the time of the last Disruptive Conduct Report have vacated or been evicted, then Owner shall be required to institute another eviction proceeding against the new Tenant(s) upon the issuance of any subsequent Disruptive Conduct Report. This requirement shall continue until such time as the Premises has been free of any Disruptive Conduct Reports for a period of twelve (12) consecutive months. At that time the number of incidents of Disruptive Conduct shall be reset to three (3) within twenty-four (24) consecutive months.
 - (3) If any of the three (3) cited incidents of Disruptive Conduct involves unresolved criminal charges, the institution of eviction proceedings shall not be delayed until resolution of criminal charges if both Owner and the Occupant were given written notice of the Disruptive Conduct Report as well as written notice of an opportunity to appeal the Report to the PMBA as set forth herein or if an appeal is taken, after the matter was determined by the PMBA.
 - (4) The Owner shall thereafter prosecute the eviction until thirty (30) days after a final unappealable decision. Once an eviction is ordered, those Occupant(s) shall not be permitted to occupy any unit pursuant to §124-3.G.(7) herein. This

Chapter shall be read in concert and not in conflict with procedures required for eviction under the State Landlord-Tenant Act.

- (5) Failure of an Owner or Manager to comply with a Notice to Evict shall result in a written notice of violation of this Chapter and that the Regulated Rental License for the Regulated Rental Unit has been suspended.
 - (6) This Chapter shall not limit the ability of an Owner to evict Tenants in compliance with state law for reasons other than violations of this Chapter.
 - (7) An Owner will not be held in violation for failure to evict under this Section in the event of the following:
 - (a) Despite a good faith effort to prosecute at the Magisterial District Judge level, the Magisterial District Judge rules in Tenant's favor during the eviction process; or
 - (b) Despite good faith efforts to prosecute an eviction action, legal action has resulted in a stay or an unappealable reversal of an eviction order.
 - (8) The CEO shall maintain a list of Occupants who were ordered to be evicted along with the addresses for each Dwelling and Dwelling unit affected. Once an eviction is ordered, those Occupant(s) shall not, for a minimum period of two (2) years, be permitted to occupy any Dwelling Unit or Rooming House Unit that is owned by the same Owner within the Borough of East Stroudsburg.
 - (9) In the event that an Occupant or Guest has become the subject of a protection from abuse order or similar order that prohibits that individual from living in or visiting a Regulated Rental Unit of a Tenant (including the spouse of a Tenant), then an action of Disruptive Conduct by the person who is the subject of such order will not count within the maximum of three (3) Disruptive Conducts. This exception only applies if the remaining Tenant does not allow such individual to reoccupy or regularly visit the Premises during the pendency of the protective order.
- H. Code Violations. Upon receiving notice of any Code violations from the CEO, 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. In case the Owner of the Premises shall neglect, fail, or refuse to comply with any Code notice from the Borough to correct a violation, the Borough may cause the violation to be corrected by invoking such remedies available under the Code. A Code violation may be the basis for a Disruptive Conduct Report or a suspension of the Regulated Rental License.
- I. Inspections. The Owner or Manager shall allow and schedule inspections by a CEO of the Premises during Borough business hours, after a minimum of five (5) calendar days' notice have been provided to the Owner or Manager. The Owner or Manager shall

provide a minimum of three (3) calendar days' advance notice to at least one (1) Adult Occupant of each Regulated Rental Unit of the time and date of the inspection. These advance notice requirements shall not apply under the following circumstances: 1) when the CEO has reason to believe that an imminent threat to public health and safety may exist; 2) if the CEO is invited on the Premises by an Occupant; and/or 3) where the CEO has obtained an administrative search warrant.

§124-4. Occupant's Duties.

A. General.

- (1) The Occupant shall comply with all obligations imposed upon Occupants and Guests by this Chapter, the Code, and federal and state laws.
- (2) A Regulated Rental Unit shall be occupied to a density that is in conformance with the Borough Zoning Ordinance. The occupancy of a Regulated Residential Unit shall always comply with the occupancy limits of the Code. All Occupants of a Regulated Residential Unit shall be subject to violation of this provision if they are found to be in violation of density or occupancy requirements found elsewhere in the Code.
- (3) The Occupant shall allow regularly scheduled inspections of a Regulated Rental Unit (see Section 124-4.E.).
- (4) Maintain correct Occupant contact information with Owner or Manager (see §124-5.A.(5)(a)).

B. Health Regulations. Occupants shall collect and dispose of all rubbish, garbage, and other waste in a clean and sanitary manner, and comply with Borough solid waste and recycling regulations. Occupants shall not allow non-occupants to dispose of garbage on the property.

C. Illegal Activities. Occupants shall not engage in, tolerate, or permit guests on the Premises to engage in, any conduct declared illegal under any federal, state, or local criminal statute or ordinance, including the Pennsylvania Crimes Code (18 Pa.C.S.A. §101, *et seq.*) or the 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 §124-2.)

- (1) Occupants shall not themselves engage or participate in, tolerate or permit Guests in the Regulated Rental Unit or on the Premises to engage in Disruptive Conduct or other violations of this Chapter.
- (2) If a citation or criminal complaint is issued based on activity conducted at a

Regulated Rental Unit or Dwelling where such Unit is located, such citation or complaint shall automatically be deemed a basis for the issuance of a Disruptive Conduct report. The citation or complaint shall be forwarded by the CEO along with notice of the Disruptive Conduct.

- (3) Disruptive Conduct reports may be issued for conduct which constitutes a violation of this Chapter, regardless of whether criminal charges are filed.
- E. Inspection of Premises. Occupants shall permit inspections by a CEO of the Premises during Borough business hours, after receiving notice from the Owner, Manager or the Borough. See also § 124-3 and § 124-5. An Occupant may also invite a CEO into their Unit at any time. Failure of an Occupant to allow and coordinate required inspections shall be a violation of the Ordinance.

§124-5. Registrations, Licenses, and Inspections.

A. License Requirement.

- (1) A Residential Rental License shall be required for all Regulated Rental Units. By August 1 of each year, the Owner or his duly authorized Agent shall be required to obtain a Residential Rental Unit License for each Regulated Rental Unit. A Rooming House only requires a single License for all units within the Rooming House building.
 - (a) A Residential Rental License shall not be issued or renewed until:
 - [1] All overdue real estate taxes, water, sewage and garbage/rubbish collection fees that are owed to the Borough of East Stroudsburg or its authorities or assignees or lessees have been paid in full for all properties owned, in whole or in part, by Applicant in the Borough; and
 - [2] The Owner has designated and provided information concerning a Manager or Designated Agent, when applicable; and
 - [3] The Owner or Manager has provided a written list containing the information required in §124-5. A.(5)(a) to the CEO of Occupants age eighteen (18) or older, in each Regulated Rental Unit, which shall be updated as required by this Chapter.
 - [4] A Residential Rental License shall not be issued or renewed if the Owner has not paid any fines and costs arising from enforcement of this Chapter or any Codes of the Borough of East Stroudsburg relating to zoning and/or Code enforcement or if any licensing fees under this Chapter are past due to the Borough.

- [5] A CEO shall delay or deny the renewal of a Residential Rental License if there are outstanding violations of the Code for that Regulated Rental Unit at the time of renewal which are not corrected and/or for violations of §124-5(A)(1)(a).
- (2) The following shall not be considered Regulated Rental Units for the purposes of this Chapter:
- (a) Owner-occupied Dwelling Units.
 - (b) Hotels and motels used for short term (less than two (2) weeks) transient visitors to the area.
 - (c) Hospitals and state-licensed nursing homes and personal care homes.
 - (d) Bed-and-breakfast homes as defined in the Borough's Zoning Ordinance.
 - (e) On-campus dormitories and residence halls owned by an accredited college or university, or located on land owned by such college or university and operated through a lease arrangement to an affiliated entity that are located within the IU zoning district on lots of more than 20,000 square feet. This subsection (f) applies to housing for occupancy by college students attending college on at least a half-time basis and/or college staff.
- (3) Housing Authority. Dwelling Units that are owned by the Monroe County Housing Authority, or its successor entity, shall be exempt from the requirements of this Chapter for a regularly scheduled Borough inspection if the CEO annually certifies that the Housing Authority's inspection program is sufficient for serving the purposes of this Chapter. Dwellings owned by the Housing Authority shall be required to comply with requirements of this Chapter concerning evictions, Disruptive Conduct reports, and/or other provisions of this Chapter, unless such provision is specifically preempted by federal law. Units that are subsidized but not owned by the Housing Authority (such as Section 8 Program Housing) are not exempt from this Chapter.
- (4) The application for a License of each Regulated Rental Unit shall be executed on a form provided by the Borough. The filing of a complete application shall satisfy Tenant registration requirements subject to §124-5 A.(1)(a)[3], and A.(5).
- (5) The Owner or Manager shall:
- (a) Maintain a current list of all occupants age eighteen (18) or older in each Regulated Rental Unit, which shall include their name, e-mail address, address and telephone number;

- (b) Furnish such list to the Borough annually, in writing, with housing license/registration renewal of each year; and
- (c) Notify the Borough, in writing, of all changes in the number, names, or Occupant contact information of all Occupants age eighteen (18) or older within ten (10) days after a change.
- (d) Provide the executed Addendum to Lease.

B. Registrations, Licenses, and Fees.

- (1) Each Regulated Rental Unit shall be licensed for a term of one (1) annual, calendar year. Each licensed Regulated Rental Unit shall be subject to a minimum of one (1) inspection every two (2) years, based upon a schedule established by the CEO, except as provided below. The CEO shall establish two (2) geographic areas and use same to establish a schedule wherein each Regulated Rental Unit within a specific geographic area will be inspected a minimum of once every two (2) years.
 - (a) If the property is cited for two (2) or more Violations of Borough Codes within the previous two (2) calendar years, then the Borough shall require an inspection every year until such time as the property cited is violation free for a period of two (2) years.
 - (b) The Borough is not obligated to complete all inspections within the time frame set forth herein. The Borough may instead inspect the unit at any time, as set forth herein.
 - (c) This Chapter shall not prevent the Borough from requiring additional inspections of a Dwelling where the Borough has a reasonable suspicion that violations may be present, which may be based upon written complaints (which may include paper or electronic) of tenants, fire personnel, police, and/or neighbors.
 - (d) A Resale Inspection or Certificate of Occupancy does not relieve the obligation of obtaining a Regulated Rental Unit inspection.
 - (e) At any time, an Occupant may request an inspection by the CEO.
- (2) For each Regulated Rental Unit, an applicant shall pay to the Borough an annual license fee.
 - (a) The annual fee for a Regulated Rental Unit License shall be set by Resolution of Borough Council. The fee for a calendar year shall be paid by August 1 of the calendar year for which the License is requested. If the annual fee is not paid by August 1, a penalty with an additional cost as

provided for by Resolution of Borough Council shall apply. An application for a Residential Rental Unit License must be received by the Borough no later than August 1 of each year. The license fee is intended to cover the Borough's actual costs for administering the program and for inspections as set forth below and related expenses. An application shall not be considered complete and a License issued, until the required fee(s) have been paid in full.

- (b) The annual fee is intended to cover the costs of up to two (2) inspections of the Premises in any two (2) year period, such as an initial inspection and then a follow-up inspection to ensure that the violations have been corrected.
 - (c) If three (3) or more inspections are needed in any two (2) year period for the Premises, such as when the follow-up inspection finds that violations have not been corrected, then an additional fee as established by Resolution of Borough Council shall apply for each inspection after the first two (2).
 - (d) The fee to reinstate a revoked and/or suspended Residential Rental License shall be as provided for by Resolution of Borough Council per Dwelling Unit or per rooming house building. A fee shall also be established by Resolution of Borough Council for the appeal of an action pursuant to this Chapter.
 - (e) The fees provided in this Chapter may be revised from time to time by Resolution of Borough Council.
 - (f) If any inspection is needed for the Premises because the CEO was not able to enter the unit at the time the inspection had been scheduled with the Owner or Manager, then an additional fee will be charged as provided for by resolution of Borough Council.
- (3) The issuance of a Residential Rental License or inspection is not a warranty that the Premises is lawful, safe, habitable, or in compliance with the Code. Rather, the License indicates that the Premises are either set to be inspected on a routine basis or, if inspected, the Premises met Code requirements on the day and at the time of the inspection.

C. Inspection.

- (1) Each Premises shall be subject to inspection by the CEO.
- (2) CEOs are the officials authorized to enforce this Chapter and to take appropriate measures to abate violations hereof for and on behalf of the Borough of East Stroudsburg.

- (3) This Chapter shall not limit the CEO's authority to conduct inspections or enforcement actions under other Code provisions or to require that a property be made available for inspection whenever there is reasonable suspicion that a violation of the Code may exist.
 - (4) The CEO or his designate shall inspect the Premises to determine compliance with the full provisions of the Property Maintenance Code of the Borough of East Stroudsburg, which is the 2006 International Property Maintenance Code, as published by the International Code Council, Inc.
- D. **Administrative Search Warrants.** Within the limitations of federal and state law, a CEO may apply to a Magisterial District Judge or any legal authority having jurisdiction for an administrative search warrant to enter and inspect a Regulated Rental Unit and the Premises. Such warrant is only required where access to a Regulated Rental Unit or common areas is denied to the CEO after a request to a Person with a possessory interest in the Regulated Rental Unit.

§124-6. Failure to Register or Obtain a License, and Non-Renewal, Suspension of, or Revocation of License.

- A. **General.** A CEO may initiate the following enforcement actions against an Owner and/or Manager for violating any provision of this Chapter or the Code.
- B. **Responses to Violations of this Chapter and Other Borough Codes.**
 - (1) **Notice of Code Violations.** The CEO shall provide to the Owner and/or Manager written notification of violations of the Code. The notice of Code violations shall require that violations be corrected within a reasonable time period, not to exceed forty (40) days, as established by the CEO and the enforcement provisions of such Code. Violations which do not render a property uninhabitable or a threat to public safety shall be corrected within the time frame established by the CEO in the Notice of Violation
 - (2) In the event a CEO determines that the Regulated Rental Unit is unfit for human habitation or a threat to public safety, the CEO may order that the Regulated Rental Unit, Dwelling, or Premises be vacated, depending upon the circumstances, and shall remain vacated until such time as the violations rendering the Unit uninhabitable is corrected.
 - (3) **Non-Renewal.** If, at the time of renewal, violations exist which do not render the Premises uninhabitable, unsafe, or a threat to public safety, the CEO may permit the current Occupants to remain in the Premises for the time frame set to correct such violation. No new Occupants may be allowed to inhabit a Premises which has uncorrected Code violations.

- (4) Suspension by CEO.
- (a) The immediate suspension of the License to rent a Regulated Rental Unit shall occur if the CEO determines that the violation or any combination thereof of the Code renders the Regulated Rental Unit unfit for habitability, unsafe, or a threat to public safety. Such suspension shall be immediately effective and remain in force until all violations of the Code are corrected, the Premises reinspected, and a new License issued by the PMBA. Upon notice of suspension for the License for health, welfare, and safety violations, the Owner or Manager shall take immediate steps to evict the Occupants and/or to locate alternative housing for the Occupants.
 - (b) The CEO may suspend the License to rent a Regulated Rental Unit if the Owner and/or the Manager demonstrate a course of conduct wherein they are not available or do not respond to contacts by the CEO.
 - (c) The CEO may suspend the License to rent a Regulated Rental Unit if the Owner and/or the Manager fail to provide updated contact information or if the Owner fails to designate a new Manager if the Manager listed with the Borough no longer represents the Owner.
 - (d) A License to rent a Regulated Rental Unit may be suspended if the CEO determines that incomplete or inaccurate information was submitted in the application.
 - (e) Each notice of suspension issued by a CEO shall be effective thirty (30) days after the notice of suspension is served in accordance with this Chapter. Any suspension which is appealed herein within the applicable time frame for such appeals shall be stayed pending the outcome of the appeal. This provision shall not apply to suspensions made pursuant to §124-6(B)(1)(a) and (3)(a) regarding suspensions which render a Premises/Regulated Rental Unit uninhabitable.
- (5) Notification of Suspension or Non-Renewal of License. If the CEO determines that there are grounds for not granting a License, nonrenewal or suspension of a License, the CEO shall notify the Owner or Manager of the action to be taken and the reason therefore.
- (a) Such notification shall be in writing, addressed to the Owner or Manager in question. The serving of notice or legal process upon the Person designated Manager of a Premises shall constitute service of process on the Owner. The Owner is responsible to notify the Borough of any change in the Manager's contact information. The Manager or Agent shall have responsibility to inform the Owner of any enforcement or compliance matters. Notices shall be served by one (1) or more of the following methods:

[1] Sent by certified or registered mail, return receipt requested;

[2] Hand delivered;

[3] Posting the Dwelling Unit. Each notice shall contain the following information:

- (i) The address of the Premises in question and identification of the affected Regulated Rental Unit(s).
 - (ii) A description of the violation(s) which have been found to exist.
 - (iii) A statement that the Regulated Rental Unit has not been registered, or that the License for said Residential Rental Unit(s) will not be granted, suspended, shall be revoked, or will not be renewed for the next License period.
 - (iv) Time deadlines for compliance, if any, shall be provided in the notice.
 - (v) Information regarding the appeal process.
- (b) The Borough may post the Premises and the Borough 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. Posting of the Premises, in all cases, shall be sufficient notice.
- (c) There shall be a presumption that any notice required to be given to the Owner under this Chapter shall have been received by such Owner if the notice was given to the Owner in the manner provided by this Chapter.
- (d) 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 address of record with the Borough as provided by the Owner.
- (e) In the event that the notice is returned by the postal authorities marked "unclaimed" or "refused," then the CEO shall post the notice at a conspicuous place on the premises.
- (f) In the event a Manager is designated, the Borough will provide copies of notices of service of process to Owner via first-class mail at the last address provided to the Borough in writing by the Owner.

- (6) Revocation of Residential Rental Unit License. The Property Maintenance Board of Appeals (PMBA) may reinstate, reinstate with conditions or revoke a Residential Rental Unit License after hearing, with appropriate notice.
- (a) A revocation may be ordered for a definite or indefinite time period including any time period which exceeds the time frame to correct a violation.
- (b) Revocation of Residential Rental Unit Licenses may be ordered by the PMBA for any of the following actions:
- [1] Failure to supply or report information regarding Manager or contact for Premises;
 - [2] Failure to supply or report information regarding Tenant or Occupant information for each licensed Regulated Rental Unit;
 - [3] Failure to supply information after requested by the Borough;
 - [4] Failure to have written leases with all Occupants;
 - [5] More than two (2) Code violations in a twenty-four (24) month period;
 - [6] Three (3) Disruptive Conduct Reports within a twenty-four (24) month period;
 - [7] Failure to register a Regulated Rental Unit by the date as set forth in this Chapter;
 - [8] Failure to abate a Code violation which affects a particular Regulated Rental Unit within the time limit established by the CEO;
 - [9] Refusal to permit the inspection of the Premises by a CEO as required by this Chapter;
 - [10] Failure to take steps to remedy and prevent violations of this Chapter by Occupants of Regulated Rental Units as required by this Chapter;
 - [11] Failure to evict Occupants after having been directed to do so by a CEO as provided for in this Chapter;
 - [12] Failure to name a Manager where required or other violation of a section of this Chapter;

[13] For any violation of the provisions of §124-6.B.(3)(a)-(d).

- (5) Reinstatement. A Residential Rental Unit License shall be reinstated if the Owner of a Regulated Rental Unit corrects the reason for the suspension or revocation of the Residential Rental License (such as if the Tenants who caused Disruptive Conduct have moved away) and the Owner has:
 - (a) Served the period of suspension or revocation;
 - (b) Paid any penalties in connection with the License suspension or revocation, and;
 - (c) The Owner has paid the Residential Rental License reinstatement fee.

C. Standards for Revocation of Licenses or Issuance of Penalties.

- (1) The PMBA shall have the authority to issue orders suspending or revoking a Residential Rental Unit License. The following criteria shall be utilized by the PMBA in determining an appropriate penalty:
 - (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 Chapter and whether those violations were satisfactorily corrected in a timely manner.
 - (c) The effect of penalties 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 within a reasonable period of time.

D. Conditions for Reinstatement. In addition to enforcing penalties set forth above, the PMBA may establish reasonable conditions upon the reissuance of a Residential Rental Unit License after a suspension or revocation which will help ensure future compliance with this Chapter. Such conditions may include:

- (1) Schedule for additional reinspections;
- (2) Cost reimbursement for the CEO, Borough solicitor, or Borough engineer's time to ensure future compliance;

- (3) Installation of monitoring equipment; and

E. Appeals.

- (1) Any person aggrieved by a decision, notice, or order of the CEO, under this Chapter, shall have the right to appeal to the Borough of East Stroudsburg Property Maintenance Board of Appeals (“PMBA”). The right of appeal includes:
 - (a) A Residential Rental Unit License suspension;
 - (b) A Notice to Evict;
 - (c) A Disruptive Conduct Report;
 - (d) Non-renewal of Residential Rental Unit License;
 - (e) Non-issuance of Residential Rental Unit License.
- (2) A notice of violation of the Code, other than in this Chapter, shall be appealed to the appropriate board designated to handle appeals for the specificity of Code violations.
- (3) An application for appeal may be submitted in such circumstances as when the claimant asserts that the provisions of this Chapter have been improperly applied, administered, or factual errors were made in the determination of the CEO.
- (4) A written application for appeal is required to be filed within thirty (30) days after the day the decision, report, notice, or order was served.
 - (a) A fee as provided for by Resolution of Borough Council shall be paid in advance by the person requesting the hearing for each appeal to the PMBA. If the appeal is found in favor of the applicant, then such fee shall be returned.
 - (b) Failure to file a timely appeal shall deem any determination appearing in a decision, report, notice, or order of the CEO conclusive for the purposes of future actions under this Chapter.
 - (c) The PMBA shall also hear all appeals of enforcement matters under East Stroudsburg's Property Maintenance Code. The appeal provisions contained therein are incorporated herein by reference as applicable to Property Maintenance Code appeals.
- (5) The PMBA is hereby established and shall consist of five (5) members who are appointed by majority vote of Borough Council. No more than two (2) members shall be employees of the Borough of East Stroudsburg. A minimum of one (1)

member shall own rental housing in the Borough of East Stroudsburg. The remaining members shall be residents of the Borough. The members shall serve staggered three (3) year terms, with at least one (1) term ending each year.

- (a) A minimum of three votes shall be needed in any action by the Board. A two-to-two vote shall be considered to have been an affirmation of the determination of the CEO.
 - (b) Two (2) alternate members of the PMBA may also be appointed by majority vote of Borough Council, by the Chairperson of the PMBA to serve when regular members are unable to serve.
 - (c) Decisions of the PMBA may be appealed to the Court of Common Pleas, provided an appeal is filed in writing to the Court under the Local Agency Law within thirty (30) days after a party's receipt of the decision of the PMBA.
 - (d) The PMBA shall have the authority to elect its own officers and to establish and revise bylaws for its own procedures, actions and meetings.
 - (e) Decisions of the PMBA shall be provided in writing to the Codes Enforcement Officer and to the last known address of the Owner, the Manager, if applicable, and the affected occupant(s) within ten (10) days after the conclusion of a hearing on a matter.
 - (f) Any compensation for the members of the PMBA shall require approval by Borough Council.
 - (g) A stenographic record is not required for meetings of the PMBA. However, a person filing an appeal to the PMBA may request the use of a stenographer at a hearing if such request is made in writing at the time of the filing of the appeal and if the person filing the appeal commits to pay fifty (50%) percent of all resulting costs and if such person pays a deposit in an amount estimated by the CEO to cover such costs. Minutes shall be maintained, and a tape recording of meetings may occur.
 - (h) Rules of Evidence before the PMBA shall be in accordance with the Local Agency Law.
- (6) Legal Counsel. Borough Council may appoint legal counsel to serve the PMBA and may establish a legal budget for such services. An appellant may, but is not required to, have legal counsel during the appeal procedure.
- (7) Other Boards. The East Stroudsburg Zoning Hearing Board shall continue to decide upon appeals concerning the Zoning Ordinance. The East Stroudsburg Building Code Board of Appeals or the Borough's designee shall continue to

decide upon appeals as provided under the Uniform Construction Codes.

§124-7. Violations and Penalties.

- A. Basis for Violation. It shall be unlawful for any Owner or Manager of a Regulated Rental Unit to operate and lease without a valid current Residential Rental Unit License issued by the Borough. It shall be unlawful for any Owner or Manager to allow the number of Occupants of a Regulated Rental Unit to exceed the maximum number allowed by the Code. It shall be unlawful for any Owner and/or Manager to violate the section of this Chapter entitled, "Owner's Duties" in §124-3. It shall be unlawful for any Tenant to violate the section of this Chapter entitled "Occupant's Duties" in §124-4. It shall be unlawful for any Owner, Manager, tenant, or other Occupant to violate any provisions of this Chapter.
- B. Penalties.
- (1) The penalties and remedies for a violation of the Borough's Property Maintenance Code shall be as established in such code.
 - (2) Any person who violates a provision of this Chapter shall, upon conviction thereof before a Magisterial District Judge, be guilty of a summary offense and shall be liable to pay the following penalties:
 - (a) First violation on a lot with no prior violations in the previous twelve (12) months: a fine of Two Hundred (\$200.00) Dollars or imprisonment for not more than thirty (30) days;
 - (b) Second and each subsequent violation on a lot within a twelve (12) month period: a fine of Five Hundred (\$500.00) Dollars or imprisonment for not more than thirty (30) days;
 - (c) For each day that a violation continues to exist after the time limit established by the CEO, the PMBA or a judge for correction of the violation shall constitute a separate violation for each day it continues to occur and shall require an additional fine.
 - (d) A violator of this Chapter shall also be required to reimburse the Borough for the costs of prosecution, including legal fees incurred by the Borough, as well as the costs of collecting any fines or costs.
 - (3) In addition, an eviction of occupants of a Regulated Rental Unit may be required under provisions of this Chapter, and the Residential Rental License that grants the privilege to rent a Regulated Rental Unit may be suspended or revoked.
 - (4) If an Owner, Manager and/or Agent fail to complete a required eviction, the CEO shall suspend the License to rent that Rental Unit until there is full compliance with this Ordinance and any order of suspension or revocation.

- C. Penalties as set forth in A and B above are in addition to those penalties established by the PMBA authorizing a suspension, revocation or denial of a Residential Rental License.
- D. Non-Exclusive Remedies. The penalty provisions of this Chapter and the License nonrenewal, suspension, and revocation procedures provided in this Chapter shall not limit the ability of the Borough to enforce other Borough ordinances and to utilize the penalties, remedies, and procedures provided under such other Borough ordinances and state law.

§124-8. Miscellaneous Provisions.

- A. Changes in Ownership/Occupancy.
 - (1) Each Owner of a Regulated Rental Unit shall notify the CEO in writing within five (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 CEO in writing within a maximum of five (5) business days after the changing of a Dwelling Unit from Owner-occupied to being a Regulated Rental Unit for purposes of this Chapter. Failure to so notify the CEO shall be considered a violation of this Chapter.
- B. Owners Separately Responsible. If any Regulated Rental Unit is owned by more than one (1) 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 Chapter and shall be separately subject to prosecution for the violation of this Chapter.

SECTION 2. The provisions of this Ordinance shall be severable. If any of the provisions hereof shall be invalid or unenforceable, the remaining provisions of the Ordinance shall remain in full force and effect.

SECTION 3. All Ordinances or parts of Ordinances conflicting with or inconsistent with the provisions of this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall be effective immediately upon its approval as provided by law.

ORDAINED AND ENACTED into an Ordinance at a regular meeting of East Stroudsburg Borough Council, Monroe County, Pennsylvania, on this 4th day of June, 2013.

BOROUGH OF EAST STROUDSBURG

By:

Roger L. DeLarco, Council President

ATTEST:

APPROVED (Date:) _____

James S. Phillips, Secretary

Armand M. Martinelli, Mayor