

\$230

and referred to Committee on NOVEMBER 19, 2001

RULES
P. Jean Wintermatt
City Clerk

FILE OF THE COUNCIL NO. 88

2001

AN ORDINANCE
(AS AMENDED)

ESTABLISHING A REGISTRATION PROGRAM FOR RESIDENTIAL RENTAL PROPERTIES; REQUIRING ALL OWNERS OF RESIDENTIAL RENTAL PROPERTIES TO DESIGNATE AN AGENT FOR SERVICE OF PROCESS; AND PRESCRIBING DUTIES OF OWNERS, AGENTS AND OCCUPANTS ; DIRECTING THE DESIGNATION OF AGENTS; ESTABLISHING FEES FOR THE COSTS ASSOCIATED WITH THE REGISTRATION OF RENTAL PROPERTY; AND PRESCRIBING PENALTIES FOR VIOLATIONS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SCRANTON and it is hereby ordained by and with the authority of the same as follows:

SECTION 1. Definitions and Interpretation. The following words, when used in this ordinance, shall have the meanings ascribed to them in this section, except in those instances where the context clearly indicates otherwise. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number; words in the singular shall include the plural, and words in the masculine shall include the feminine and the neuter.

- a. AGENT - individual of legal majority who has been designated under the provisions of this ordinance by the owner.
- b. CITY - City of Scranton
- c. CITY CODE - the building code (Property Maintenance Code 1996 as amended or superceded) officially adopted by the governing body of the City, or other such codes officially designated by the governing body of the City for the regulation of construction, alteration, addition, repair removal, demolition, location, occupancy and maintenance of buildings and structures.
- d. ZONING ORDINANCE - Zoning ordinance as officially adopted by the City of Scranton File of Council #74, 1993 (as amended).
- e. DEPARTMENT - the Department of community development for the City of Scranton.

on the within ordinance.
Nov 26, 2001

Chairman

CERTIFIED COPY
P. Jean Wintermatt
City Clerk

- f. **DISRUPTIVE CONDUCT**- means any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant, or visitor of a Rental Unit that is so loud, offensive, riotous or that otherwise disturbs other persons of ordinary sensibility in their peaceful enjoyment of their premises such that a report is made to the Police Department complaining of such conduct, action, incident or behavior. It is not necessary that such conduct, action incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person, occupant or visitor in order for a person, occupant or visitor to have perpetrated, caused or permitted the commission of the Disruptive Conduct, as defined herein. Provided, however, that no Disruptive Conduct shall be deemed to have occurred unless the Police Department shall have investigated and made a determination that such did occur, and keep written record, including a Disruptive Conduct Report or Police Report, of such occurrence. A copy of such report shall be submitted to the Department of Community Development. A copy of the report shall also be forwarded to the owner or agent within ten days of Community Development receiving the report from the Police Department.
- g. **DISRUPTIVE CONDUCT REPORT**- means a written report from the Police Department to the Director of the Department of Community Development or his/her designee. Disruptive Conduct reports shall be maintained by the Department of Community Development.
- h. **DWELLING UNIT** - means a single habitable living unit, having its own toilet, bath or shower, sink, sleeping and cooking facilities and separate access to the outside at ground level. There may be more than one Dwelling Unit on a premises.
- i. **FAMILY** - one or more persons living in a single dwelling unit and functioning as a common household unit sharing household expenses and sharing joint use of the entire dwelling unit. If a dwelling is rented, in order to qualify as a family, there shall not be more than one (1) lease among the occupants. A family shall not include more than four (4) persons who are not "related" to each other.
- j. **INSPECTOR** - means any person authorized by Law or Ordinance to inspect buildings or systems, e.g. zoning, housing, plumbing, electrical systems, heating systems, mechanical systems and health necessary to operate or use buildings within the City of Scranton. An Inspector also includes any one authorized by the Department of Community Development Director or his/her designee, and also includes Fire Prevention Officer and Fire Inspectors, and any firemen designated by the Superintendent of Fire or his designee to inspect buildings for fire safety and compliance with the current BOCA Fire Prevention Code in effect within the City of Scranton.
- k. **FIRE DEPARTMENT** - means the Fire Department of the City of Scranton or any member thereof, includes Fire Prevention Officer and Fire Inspectors, and the Superintendent of Fire or his designee.
- l. **LET FOR OCCUPANCY**- to permit possession or occupancy of a building or dwelling unit by a person who is not the legal owner of record thereof, pursuant to a written or unwritten lease.
- m. **OCCUPANT** - means a person who resides at a premises, such as a tenant, or any other

individual that is allowed on premise by such resident or tenant.

- n. **OPERATOR** - any person who has charge, care or control of a rental property.
- o. **OWNER** - means one or more persons, jointly or separately, in who is vested all or part of the legal title to the premises, or all or part of the beneficial ownership and right to present use and enjoyment of the premises, including a mortgage holder in possession of a Rental Unit. For purposes of this Ordinance also includes a **LANDLORD**.
- p. **OWNER - OCCUPANT** - means an owner who resides in a dwelling unit on a regular permanent basis.
- q. **PERSON** - any natural person, partnership, firm, association, corporation, or municipal authority.
- r. **POLICE DEPARTMENT** - means the Police Department of the City of Scranton or any member thereof sworn to enforce laws and ordinances in the City, includes the Superintendent of Police or his designee.
- s. **PREMISES** - means any parcel or real property in the City, including the land and all buildings an apartment structures or apartment elements on which one or more rental units are located.
- t. **PROPERTY OWNER** - any person, agent, or operator having a legal or equitable interest in the property; or recorded in the official records of the state, county, or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a Court of competent jurisdiction.
- u. **REGISTRATION CERTIFICATE** - A Certificate issued by the Department indicating that the owner of rental property has paid the annual registration fee.
- v. **RELATED OR RELATIVE** - Persons who are related by blood, marriage, adoption or formal foster relationship to result in one of the following relationships: brother, sister, parent, child, grandparent, grandchild, great grandchild, uncle, aunt, nephew, niece, sister-in-law, brother-in-law, father-in-law, mother-in-law, or first cousin. Shall not include relationships such as second, third and forth cousins.
- w. **RENTAL UNIT** - means a dwelling unit occupied by one or more tenants. Does not include, for purposes of this Ordinance a Dormitory Room occupied by one or more students.
- x. **TENANT** - any person who occupies a rental unit within a rental property regardless of whether such person has executed a lease for said premises.

SECTION 2. APPOINTMENT OF AN AGENT

Each property owner who is not an owner-occupant, or who does not reside in the City os Scranton shall appoint an agent who shall live either in the City or within a twenty (20) mile radius of the City..

SECTION 3. DUTIES OF THE MANAGER:

- a. The duties of an agent shall be to receive notices and correspondence, including service of process, from the City of Scranton: to arrange for the inspection of the rental units: do or arrange for the performance of maintenance, cleaning, repair, pest control, snow and ice removal, and ensure continued compliance of the premises with the BOCA Codes, Building Codes and Zoning Code in effect in the City of Scranton, as well as arrange for garbage removal.
- b. The name, address and telephone number of an agent shall be reported to the Department of Community Development of the City of Scranton in writing upon registering the rental units.
- c. It shall be the duty; of the owner or agent to permit inspection of the premises or any rental unit therein by inspectors, the Director of the Department of Community Development or his/her designee, the Police and Fire Departments at reasonable times after designation as may be necessary to ensure health, safety and welfare of the tenants, to respond after disruptive conduct, maintain peace and order , compliance with current BOCA Codes, Building Codes, Zoning Code and Health regulations. In the event that access is refused, the City of Scranton is authorized to obtain a warrant from a judicial officer, and may cite in support of the request, a disruptive conduct report, any alleged violation of this or other City Ordinances, and any facts suggesting any threat to the public health or safety.
- d. The owner has the duty to maintain the premises in good repair, clean and sanitary condition, and to maintain the premises in compliance with the current BOCA Codes, Building Codes and Zoning Code of the City of Scranton. He or she may delegate implementation of these responsibilities to an agent..
- e. It shall be the duty of the owner and agent to discourage and prevent as may be possible Disruptive Conduct, which may result in damage to the premises, breach of the peace, and disturbances of the community.
- f. It shall be the duty of the owner or agent, upon the receipt of Disruptive Conduct Reports from the City of Scranton, to contact the occupants, and to remind them of their responsibility for their conduct, and that under this Ordinance, occupancy of the rental unit can be closed for a period of up to six (6) months.
- g. It shall be the responsibility of the owner or agent to produce a lease upon request from the Department of Community Development whenever it is deemed necessary by the department to enforce the City and Zoning Codes.
- h. If a rental unit is closed due to three (3) disruptive conduct reports, it shall be the responsibility of the occupant to find housing at their own expense.
- i. If a rental unit is condemned due to the negligence of the owner, it shall be the responsibility of the owner to find housing for the occupants at the owners expense.

SECTION 4. DUTY OF THE OCCUPANTS

- a. It is the duty of occupants to maintain their rental unit in good sanitary condition; to report necessary repairs, to properly dispose of garbage, and to avoid Disruptive conduct which may damage the premises, be a breach of the peace and disturb the community.
- b. Occupancy Limit: The maximum number of persons permitted in any rental unit subject to this ordinance at any time shall not exceed the requirements of the Zoning Ordinance and the BOCA Property National Maintenance Code.
- c. It shall be the duty of occupants to engage in recycling materials in accordance with the Recycling Ordinance of the City of Scranton.
- d. An occupant shall not intentionally cause, nor permit, nor tolerate others to damage the rental unit, common areas, or the premises.
- e. An occupant shall not intentionally cause, nor permit, nor tolerate others committing Disruptive Conduct in the rental unit, in the common areas, and on the premises.

SECTION 5. REGISTRATION

The Department shall have the responsibility for administering the registration of all rental properties within the City.

- a. Any person who owns three (3) or more rental units in the City shall be required to have the rental units registered with the Department.
- b. The registration form shall include, but not be limited to the name, address and telephone number of the property owner the location of the rental property, the number of rental units and the number of occupants per unit at that particular location. The property owner shall also provide the Department with the insurance information required in Section 9 of this Ordinance.
- c. Any property owner who owns three (3) or more rental units in the City and resides in the City shall provide the Department with the name, address and telephone number of another person residing within the City or within a twenty (20) mile radius of the city, who is authorized to accept service of process on behalf of the property owner or operator of said rental property if the property owner is either not present in the City at the time of service of process or the property owner can not be located by the Department for service of process. Said authorization shall be signed by the agent so designated to accept service and the property owner or the operator shall be required to contact the Department each year and/or upon the change of any agency in order to update the City records with regard to the name, address and telephone number of the locally designated agent. Failure to provide this information may result in the closure of the property to renters for a period of up to six (6) months.
- d. Any property owner who owns three (3) or more rental units in the City and does not reside in the City shall provide the Department with the name, address and telephone number of an agent residing within a twenty (20) mile radius of the city who is authorized to accept service

- of process on behalf of the property owner or of said rental property. Said authorization shall be signed by the agent so designated to accept service and the property owner or operator or agent shall be required to contact the Department each year and/or upon the change of any agency or owner in order to update the City records with regard to the name, address and telephone number of the locally designated agent. Failure to provide this information may result in the closure of the property to renters for a period of up to six (6) months.
- e. The Department shall issue a Registration Certificate to any persons who is required to register a rental property after said person has complied with the aforementioned standards and said person has paid the Annual Rental Registration as provided in **Section 10**.
- f. Said Registration Certificate must be conspicuously displayed inside the rental property within three (3) feet of the principal means of ingress and egress to the property. In addition to the issuance of the Registration Certificate, each owner of rental property shall be issued a decal, which shall be permanently affixed to the door through which access is gained to the rental property, or in a window in the rental property, in such a way that the decal is visible from the exterior of the premises in which the rental property is located. The failure to affix the decal as required by this Ordinance shall constitute a violation hereof.
- g. The maximum number of occupants shall be posted in each dwelling unit. It shall be unlawful for any person, including a tenant, to allow a greater number of persons than the posted maximum number of occupants to sleep in or occupy overnight the dwelling unit. Any person violating this provision shall be subject to the penalty provisions provided herein.
- h. Any property owner who owns three (3) or more rental units in the City shall notify the Department within thirty (30) days of any change in ownership of the property..
- i. Failure to register the rental units with the Department within ninety (90) days from the date of the passage of this ordinance or within thirty (30) days following the purchase or legal conversion of a structure to a rental property shall constitute a violation of this ordinance.
- j. At the time of registration the owner shall have the name, address and telephone number of the agent of the rental units if applicable.
- k. No registration certificate shall be issued to an owner or agent whose property tax, garbage or sewer fee is delinquent as defined by each agency. (proof is required at time of registration).

SECTION 6. CLOSURES OF RENTAL UNITS

The Department may close a rental unit pursuant to this Ordinance when one (1) or more of the following events occurs:

1. A riot as defined in Title 18 of the Pennsylvania Statutes occurs on the premises.
2. Three (3) or more violations of this Ordinance have occurred in a rental unit or on the premises within any sixth (6) month period.

3. An occupant of a rental unit who has implied or actual knowledge of drug activity or is convicted in a Court of Competent Jurisdiction of selling or distributing narcotics or controlled substances as these terms are defined in the Pennsylvania Statutes, in the rental unit, common areas or on the premises.
 4. The rental unit, common areas or the premises are condemned by the Department or the Fire Department or City Engineer as unsafe for human occupancy, or structurally unsafe.
 5. The owner has failed to appoint a **AGENT** or respond to **Notices** from the City of Scranton.
 6. The owner has failed to comply with the BOCA Codes, Building Codes and Zoning Code of the City of Scranton, if violations thereof are found in inspection when an owner after written notice of violations has failed to come into compliance with them within such time as the Bureau may state.
- Any person aggrieved by an order by the City for closure of a rental unit issued under this ordinance relating to housing, building, health or disruptive conduct may appeal such order within twenty (20) days from the date thereof, to the Housing Appeals Board, or Disruptive Conduct Board by filing an appeal and paying a one hundred fifty (\$150.00) dollar appeal fee.

SECTION 7. NOTICES

- a. All notices shall be sent to the owner and manager, if applicable, by certified mail. In the event that the notice is returned by the postal authorities marked "unclaimed" or "refused", then the Department or Police Department shall attempt delivery by personal service on the owner or agent, if applicable. The Department shall also post the notice at a conspicuous place on the premises.
- b. If personal service cannot be accomplished after a reasonable attempt to do so, then the notice may be sent to the owner or agent at the address stated on the most current registration application for the premises in question, by regular first class mail, postage prepaid. If such notice is not returned by the postal authorities within five (5) days of its deposit in the US Mail, then it shall be deemed to have been delivered to and received by the addressee on the fifth day following its deposit in the United States Mail.
- c. For purposes of this Ordinance, any notice required hereunder to be given to the agent shall be deemed as notice given to the owner.
- d. 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.
- e. A claimed lack of knowledge by the owner, or agent, if applicable, of any violation hereunder cited shall be no defense to closure of rental units, as long as all notice prerequisite to such proceedings have been given and deemed received in accordance with the provisions of this ordinance.

SECTION 8. CASUALTY AND FIRE LEGAL LIABILITY INSURANCE

In order to protect the health, safety and welfare of the residents of the City, it is hereby declared that the City shall require casualty and fire legal liability insurance for all property owners letting property for occupancy in the city.

- a. **Minimum coverage; use of insurance proceeds.** All property owners owning property in the City shall be required to obtain a minimum of fifty thousand (\$50,000.00) dollars in fire legal liability insurance, and casualty insurance in an amount sufficient to either restore or remove the building. Further, in the event of any fire or loss covered by such insurance, it shall be the obligation of the property owner to use such insurance proceeds to cause the restoration or demolition or other repair of the property in adherence to the City Code and all applicable ordinances.
- b. **Property owners to provide City with insurance information.** All property owners shall be required to place their insurance company name, policy number and policy expiration date on their Rental Property Registration form, or in the alternative, to provide the City with a copy of their actual casualty and fire legal liability insurance policies. A Registration Certificate shall not be issued to any person unless the aforementioned information has been provided to the Department. The City shall be informed of any change in policies for a particular rental property or cancellation of a policy for said property within ten (10) days of said change or cancellation.

SECTION 9. FEES.

Fees for the administration of the RENTAL REGISTRATION PROGRAM shall be assessed against property owners and shall be determined as follows:

a. Annual Rental Registration Fee ---	\$10.00 per dwelling unit	3-50 units
	\$5.00 per dwelling unit	51 and above

SECTION 10. ENFORCEMENT

- a. The following persons are hereby authorized to enforce this Ordinance: The Superintendent of Police and any Police Officer of the City of Scranton; the Master Code Official or his designee; the Director of the Department of Community Development of the City of Scranton or his/her designee; Inspectors, Zoning Officer, and assistant Zoning Officer of the City of Scranton when authorized by their respective Department Director or Superintendent
- b. The designation of any person to enforce this Ordinance or authorization of an Inspector, when in writing, and signed by a person authorized by Section (11 a) to designate or authorize an inspector to enforce this Ordinance, shall be prima facie evidence of such authority before the District Justice, Court of Common Pleas, or any other Court, administrative body of the City, or of this Commonwealth, and the designating Director or Supervisor need not be called as a witness thereto.

SECTION 11. FAILURE TO COMPLY WITH THIS ORDINANCE.

If any person shall fail, refuse or neglect to comply with the provisions of this ordinance, or any rules or regulations, or any reasonable orders or directions of a City representative in reference thereto, the City may order the closure of the rental units, until such conditions or orders are complied with.

SECTION 12. VIOLATION AND PENALTIES.

Any person, firm or corporation who shall violate any provision of the Ordinance shall, upon conviction thereof, be sentenced to pay a fine of not less than \$200.00 and not more than \$600.00, plus costs, or imprisonment for a term not to exceed ninety (90) days in default of payment. Every day that a violation of this Ordinance continues shall constitute a separate offense.

EXEMPTIONS TO THE ORDINANCE Rental Units owned by Public Authorities as defined under The Municipal Authorities Act and Elderly Multi Dwelling Units that are occupied by 75% of persons over the age of sixty five years of age. Multi-dwelling units that operate under Internal Revenue Service Code Section 42 concerning entities that operate with an elderly component.

SECTION 13. APPLICABILITY.

The provisions of the ordinance shall not apply to properties which are hotels or dormitories.

Section 14. SAVING CLAUSE.

This ordinance shall not affect violations of any other ordinance, code or regulation existing prior to the effective date hereof, and any such violations shall be governed and shall continue to be punishable to the full extent of the law under the provisions of those ordinances, codes or regulations in effect at the time the violation was committed.

SECTION 15. SEVERABILITY.

If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion.. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 16. EFFECTIVE DATE

This Ordinance shall become effective immediately upon approval.

SECTION 17. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

Passed by The Council

DECEMBER 3, 2001

receiving the affirmative votes of Council Persons Approved

Dec. 7, 2001

REAP, MURPHY, DOHERTY (POCIUS-ABSENT)

James P. ... Mayor

Negative MR. HAZZOURI

P. J. ... City Clerk

[Signature]

President

Certified Copy

12-10-01

CITY OF SCRANTON

APPLICATION FOR RENTAL LICENSE

LICENSE WILL NOT BE PROCESSED UNLESS APPLICATION IS FILLED OUT IN FULL

Address of Rental Unit: _____
Name of Owner: _____
Work Phone: _____ Home Phone: _____
Address: _____
City: _____ State: _____ Zip: _____
If owner is a Business,
name of contact person: _____
Number of Units: _____

CITY OF SCRANTON ORDINANCE requires a local agent if owner does not live within a twenty (20) mile radius of the City:

Name of Agent: _____
Work Phone: _____ Home Phone: _____
Address: _____
City: _____ State: _____ Zip: _____
If owner is a Business,
name of contact person: _____

I swear or affirm that my statements and answers above are true and complete to the best of my knowledge and belief. I also realize that I will be subject to criminal penalties provided by 18PA. C.S. 4903 and 4904 if I have provided false answers and statements.

Signature of Owner or Authorized Agent

Date

ATTACHMENTS REQUIRED (For Department use only)

Certificate of Insurance Copy of Lease Application Fee \$ _____

Garbage Fee Paid Previous Year Yes No City Taxes Paid Previous Year Yes No

Sewer Fee Paid Previous Year Yes No Tax Bill Number: _____