

**CITY OF HERMITAGE
MERCER COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2 - 2019

AN ORDINANCE OF THE CITY OF HERMITAGE, MERCER COUNTY, PENNSYLVANIA, REQUIRING ANY OWNER, AGENT, LESSOR, LANDLORD OR OTHER PERSON WHO RENTS, LEASES, SUBLETS, ASSIGNS A LEASE OR LETS SPACE BE OCCUPIED BY ANOTHER OR OTHERS AS A DWELLING OR DWELLING UNIT TO FIRST APPLY FOR A LICENSE TO USE THE PROPERTY FOR SUCH PURPOSE; FURTHER REQUIRING THAT SUCH PERSON FIRST APPLY FOR A LICENSE WITH THE PROPER OFFICIAL OF THE CITY OF HERMITAGE; REQUIRING THAT RENTAL PROPERTIES RECEIVE ORDERLY INSPECTIONS TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF PERSONS IN THE CITY OF HERMITAGE; PROVIDING FOR THE REPORTING OF ALL SUCH PROPERTIES AND THEIR OCCUPANTS; AND FURTHER PROVIDING FOR THE ISSUANCE OF POLICIES RELATED TO THE REGULATORY STRUCTURE.

WHEREAS, The City of Hermitage desires to take measures to ensure that properties offered for rent or occupancy within the City of Hermitage are safe, healthful and habitable;

WHEREAS, The City of Hermitage finds that the appropriate manner by which to ensure that the health, safety, and welfare of renters, occupants, and their neighbors is properly protected is by creating a rental licensing and inspection program which requires that non-owner occupied properties in the City be licensed and inspected for the protection of basic life and safety considerations from time to time;

WHEREAS, The City of Hermitage desires to set forth an administrative framework and provide for a Rental Official, whose duty shall be to administer the program created by this ordinance; and

WHEREAS, The City of Hermitage acknowledges the privacy rights of property owners and occupants and authorizes a license and inspection program that provides for the least intrusive means to ensure the health, safety, and welfare of non-owner occupied residences.

NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF HERMITAGE, MERCER COUNTY, PENNSYLVANIA, AND HERMITAGE HEREBY ORDAINS AND ENACTS THROUGH THE AUTHORITY OF THE SAME AS FOLLOWS:

SECTION 1. DEFINITIONS

As used in this Ordinance, the following terms are defined as set forth herein:

- (a) City – The City of Hermitage, Mercer County, Pennsylvania.
- (b) Dwelling – A building or structure that contains one or more dwelling units.
- (c) Dwelling Unit – A unit consisting of one or more rooms which are enclosed by one or more walls, for the shelter, housing, residency, occupancy and/or for living or sleeping purposes of one or more persons. This term shall not include any such structure that is licensed and inspected for operation by the City or any other governmental agency.
- (d) Landlord – An owner, including a grantor under an unrecorded agreement of sale (land contract), lessor, sub-lessor, person or persons or one who acts as an agent for the owner, lessor, sub-lessor, person or persons, of any parcel of real estate located in the City of Hermitage upon which a dwelling or dwelling unit is located and which said dwelling or dwelling unit is one that is occupied or will or may be offered or made available for the occupancy by a person or persons other than the owner of the dwelling. No governmental or municipal entity shall be considered a landlord for purposes of this Chapter and no person whose primary relationship with a tenant is that of a licensed health care provider shall be considered a landlord for purposes of this Chapter.
- (e) Person – Any individual, partnership, association, firm, corporation, other entity or estate.
- (f) Occupant – A person who has a right to occupy or use or is actually occupying or using, either alone or with others, a dwelling owned by a person other than himself or herself, for a period exceeding one (1) week.
- (g) Responsible Agent – an individual who shall reside or maintain a business within the County of Mercer, Pennsylvania, or a bordering county and be authorized, in writing, by the owner and/or landlord to provide access to the property and receive notices and communications and to accept service of process of the initial and subsequent pleadings on behalf of the owner or landlord.
- (h) Rental Official – an individual appointed or employed by the City of Hermitage, and designated by the City Manager or his designee, and whose duty is to enforce and pursue violations of this Ordinance.

SECTION 2. SCOPE OF ORDINANCE

Landlords and occupants of any dwelling or dwelling unit located in the City shall comply with the responsibilities of this ordinance governing their registration, licensing, and inspection.

SECTION 3. RENTAL REPORTS AND LICENSES

- (a) No Landlord shall offer, operate, rent, or allow an occupant to occupy any dwelling or dwelling unit in the City without first having obtained a license for each dwelling unit that is issued by the Rental Official.

(b) No later than July 1, 2019, every landlord, as defined herein, shall submit a completed report form supplied by the City to the Rental Official, which includes, *inter alia*, the following information:

1. A list of dwellings and dwelling units owned by the landlord located within the City of Hermitage, whether occupied or not;
2. The address of each dwelling and dwelling unit;
3. The name, address and contact information of any property manager employed by the landlord.
4. Whether or not said dwelling and dwelling unit is occupied by a person and, if so, the name of all occupants and the number of persons occupying said dwelling.
5. The name, address, and contact information of the landlord's responsible agent.

(c) Any person who shall become a landlord, as defined herein, after July 1, 2019, shall comply with subsection (b) above within thirty (30) days of becoming the landlord of the dwelling or dwelling unit.

(d) After July 1, 2019, every landlord, as defined herein, of a dwelling or dwelling unit within the City shall report to the Rental Official, on a form to be supplied by the City, any change as to the occupants of any dwelling or dwelling unit. The reported change shall include the name of all new occupant(s), the number of persons occupying such dwelling or dwelling unit, and the date when such change was effected. If a dwelling unit used or utilized by an occupant becomes vacant, such vacancy shall be reported to the Rental Official within ten (10) days, unless a change of occupancy occurs within ten (10) days of the vacancy.

(e) Upon completion of the application, the Rental Official shall issue a non-transferrable rental license for continued use as a dwelling or dwelling unit that shall expire on the next June 30 unless the dwelling or dwelling unit has failed an inspection. Upon a subsequent satisfactory reinspection, the Rental Official shall issue a license. Notwithstanding these requirements, the Rental Official shall deny issuing a rental license if landlord has failed to meet any of these requirements:

1. The property is not maintained or used in a manner that is in violation of any City ordinance;
2. The landlord is not delinquent in the payment of any fees required under this Ordinance;
3. All sewer fee payments are current for any properties owned by the Landlord in the City;
4. The landlord is current on all municipal taxes to the City, including for all properties owned by the Landlord in the City;
5. The landlord affirms having obtained the services of a solid waste contractor for the licensed property.

(f) Landlords shall renew their license annually by completing an annual license application no later than May 31 for issuance to be effective on July 1.

(g) In addition to all other requirements in this Section, issuance of a rental license shall be conditioned upon the payment of a fee, which shall be set by a resolution of the Board of Commissioners.

SECTION 4. INSPECTION OF DWELLINGS AND DWELLING UNITS

(a) All dwellings and dwelling units shall be subject to an inspection by the Rental Official or his or her designee. Inspections of the property shall be completed in a uniform and non-arbitrary manner pursuant to a written policy created at the direction of the City Manager. Inspections of every dwelling shall occur no less frequently than once every five (5) years under the policy. The policy shall attempt to provide the least inconvenient means as possible to the occupant, including encouraging the completion of inspections during changes of occupancy or vacancy or upon the receipt of identifiable, good faith complaints.

(b) All inspections shall be completed following written notice to the landlord and the occupant of the dwelling. Said notice shall meet the following requirements:

1. The landlord and occupant shall be given written notice indicating the date and time of inspection, including the property and the unit or units to be inspected.
2. During all inspections, the Rental Official shall display appropriate credentials identifying himself or herself as the Rental Official.
3. At the scheduled date and time, the landlord and occupant shall provide access to the property for the purposes of conducting the inspection. If no one is present to provide access, the Rental Official can attempt to reschedule the inspection upon reasonable cause provided by the landlord or occupant. The City may charge a fee for rescheduling the inspection.
4. If access to the dwelling or dwelling unit to conduct the inspection is refused, the Rental Official shall apply for and obtain an administrative search warrant, pursuant to law, and upon obtaining said warrant, enter the premises to conduct the inspection.

(c) All inspections shall be conducted in accordance with the following requirements:

1. The inspections shall be conducted for the protection of the general health, safety and welfare of the dwelling occupants, their guests and invitees, and the general public.
2. The Rental Official, or other person designated by the City Manager, shall conduct all inspections and shall verify compliance with a standardized list of health and safety-related items to be inspected that shall be approved by the City Manager or his designee. The items inspected shall be inspected for compliance with the current version of the International Property Maintenance Code in effect, as per City ordinance.
3. Inspections shall be done in the presence of the landlord and/or occupant or their designee who is 18 years or older unless the inspection is conducted pursuant to an administrative search warrant and the landlord and occupant both refuse to be

present during the inspection, in which event the Rental Official shall document the refusal in writing and conduct the inspection in the presence of a person to be designated by the City Manager.

(d) In the event that a dwelling or dwelling unit fails to meet the inspection requirements, the Rental Official shall provide written notice of the violations to the landlord and occupant as provided herein. All violations of the rental policy requirements shall be documented, through written and/or photographic evidence, during the inspection by the Rental Official. Landlord shall be obligated to ensure that all violations are remedied, and the Rental Official shall schedule a reinspection within 30 days, unless an emergency condition exists, in which event the Rental Official shall proceed under Section 9 of this Ordinance. The reinspection shall be subject to a fee set by resolution of the Board of Commissioners which shall be due upon completion. Failure of a landlord to pay the fee within 30 days of its invoice shall be a violation of this Ordinance.

SECTION 5. VIOLATIONS

(a) Whenever the Rental Official, or his or her designee, determines that a dwelling or dwelling unit is in violation of this ordinance, he or she shall, within three (3) business days of that determination, personally serve, or serve written notice by certified and first class mail, return receipt requested, to the landlord or the landlord's responsible agent stating that the dwelling or dwelling unit has not met the requirements of this ordinance. The notice shall contain the following:

1. A description of the real estate sufficient for identification;
2. The specific reasons why the dwelling or dwelling unit is not in compliance, setting forth the specific provisions of standardized inspection list that the dwelling or dwelling unit is not in compliance with;
3. That unless the dwelling or dwelling unit comes into compliance within twenty (20) days of the date of mailing of the notice by correcting the violation, the dwelling or dwelling unit shall be deemed uninhabitable and the landlord's license will be revoked;
4. That the landlord has a right to file an appeal pursuant to Section 10 of this ordinance.

(b) If the certified and first class letter are both returned showing that the letter was not delivered, a copy of the letter shall be posted in a conspicuous place in or about the dwelling or dwelling unit and service of notice in this manner shall constitute service under this Chapter.

(c) If the dwelling or dwelling unit is not brought into compliance within (20) days of the issuance of the Notice of Violation, and no appeal has been filed, the proper City official, or his designee, shall revoke the landlord's license and shall order the tenants to vacate the premises.

SECTION 6. COMPLIANCE REQUIRED

No person shall occupy as a tenant, nor shall any landlord or owner, as defined herein, lease to another for occupancy, any dwelling or dwelling unit which does not comply with the requirements of this ordinance. As of the effective date, all leases for property regulated by this Ordinance shall contain a provision requiring the Occupant to permit the Rental Official to enter the property for the purposes of conducting inspections required by this Ordinance.

SECTION 7. TRANSFER OF OWNERSHIP

A license required by this ordinance shall not be transferable. In the event of a transfer of ownership, whether it be legal or equitable, of a dwelling or dwelling unit regulated by this ordinance, the rental license shall expire on the 30th day following said transfer. It shall be the responsibility of the new owner to notify the Rental Official of said transfer within five (5) days from the date of said transfer and apply for a new license.

SECTION 8. DISPLAY/AVAILABILITY OF LICENSE

Every license issued hereunder shall be displayed in a conspicuous place within the dwelling or dwelling unit or be immediately available for production upon request of any tenant or occupant of the structure.

SECTION 9. VIOLATION(S) THAT CREATE(S) IMMEDIATE THREAT OF HARM

Upon inspection, if the Rental Official, or his or her designee, determines that a violation creates an immediate threat to life, health or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn the occupants in the event of fire or because the structure is so damaged, decayed, dilapidated, structurally unsafe or such faulty construction or unstable foundation, that partial or complete collapse is likely, or there is an immediate threat of bodily injury to the occupants, the dwelling or dwelling unit will be deemed uninhabitable and the proper City official, or his designee, is authorized and empowered to order and require the occupants to vacate the dwelling or dwelling unit immediately. The landlord's license will be immediately revoked until such time as the violation is corrected and the proper City official, or his designee, has re-inspected the premises and certified that the dwelling or dwelling unit is in compliance with this ordinance.

SECTION 10. APPEALS

Any landlord whose license has been revoked or whose application for a license to operate has been denied or has received notice from the proper City official that his dwelling or dwelling unit is not in compliance with this ordinance may, within twenty (20) days from the postmarked date of the written notice of noncompliance, appeal to the Hermitage Board of Appeals by completing and filing the proper appeal application form provided by the City and paying the required fee. The cost to file an appeal shall be contained in the Hermitage Fee Schedule and established by the Board of Commissioners from time to time. The fee must be paid upon filing the appeal application.

The Hermitage Board of Appeals shall meet and conduct a hearing, if requested, within twenty-one (21) days of the receipt of an appeal application. A record shall be kept of all evidence and testimony presented at the hearing.

All decisions of the Hermitage Board of Appeals shall be in writing and a copy of each decision will be sent to the Appellant and the City. The Hermitage Board of Appeals shall also retain in its files a copy of each decision. Each decision shall set forth fully the reasons for the decision of the Hermitage Board of Appeals and the findings of fact on which the decision was based.

Any person or persons aggrieved by any final order or decision of the Hermitage Board of Appeals may appeal such order or decision within thirty (30) days to the Court of Common Pleas in accordance with Pennsylvania law.

SECTION 11. FEES

(a) All fees imposed or permitted by this Ordinance shall be set from time to time by resolution of the Hermitage Board of Commissioners.

(b) All fees imposed and collected pursuant to this Ordinance shall be accounted for separately and shall be spent solely on expenses related to the administration of this Ordinance, which may include staffing, supplies, administrative costs, or any fees incurred resulting directly from the administration of the rental licensing and inspection program.

SECTION 12. PROHIBITION AGAINST RETALIATION

It shall be unlawful for any landlord or occupant to retaliate in any manner, including by wrongful eviction or to directly or indirectly threaten, initiate, or take any adverse action or refuse to perform any duties of Landlord, against any person who shall act in good faith to make a complaint to the Rental Official based on the landlord's failure to provide a structure that meets the basic safety of the occupant, his or her guests or invitees, or the general public, or an alleged violation of this Chapter.

SECTION 13. DESIGNATION OF RESPONSIBLE AGENT

No license shall be issued to any person or landlord as defined herein for purposes of renting or making available or permitting a non-owner to occupy the premises if the person or landlord resides outside the County of Mercer or a bordering county, unless such person or landlord provides to the City the name, address and telephone number of a designated responsible agent who shall be an individual, and who shall reside or maintain a place of business within the County of Mercer or a bordering county. Such authorization to designate a responsible agent shall be in writing and signed by the owner and/or landlord and by the designated responsible agent. Said written authorization shall be filed with the Rental Official. Designation of a responsible agent shall authorize the responsible agent to provide access to the property and to receive notices and communications necessary or deemed to be appropriate by

the City under the terms of this ordinance and to accept service of process of the initial and subsequent pleadings on behalf of the owner or landlord which may be necessary or deemed to be appropriate by the City for the enforcement of this ordinance, provided, however, that nothing contained herein shall affect the right of the City to submit notices and communications directly to the landlord rather than the responsible agent, or to serve process of any initial and subsequent pleadings in any other manner permitted by law.

Any owner or landlord to whom a license has been issued who subsequently changes his place of address and resides outside the County of Mercer, or a bordering county, or changes the designation of a responsible agent shall notify the City in writing within thirty (30) days after such change.

SECTION 14. PENALTIES

(a) Any person who shall violate any provision of this ordinance shall pay a fine in an amount of no more than \$1,000.00 and/or be sentenced to a term of imprisonment not to exceed thirty (30) days for each violation. Each day, or portion thereof, that a violation exists or continues, shall be deemed a separate offense and prosecuted as such.

(b) Any person who shall commit multiple violations of any provision of this ordinance may be subject to revocation of his or her rental license and deemed ineligible for license renewal under this Chapter for any property owned or directly or indirectly controlled by such person.

(c) The City shall be permitted to take appropriate action to restrain, correct, abate, or enjoin any violation of this ordinance. In addition, the City shall have the right to file a municipal lien against any property of a landlord whose actions or inactions in violation of this ordinance requires the expenditure of any funds, or the incurring of any costs, by the City with said lien to be perfected in the manner as required by law.

(d) Any person who shall have been subject to retaliation based on Section 11 of this Ordinance shall be permitted to take the proper action to restrain, correct, abate, or enjoin further prohibited conduct, said damages as provided by law.

(e) In addition to any other provision herein, any person found to be in violation of this ordinance shall be required to pay all reasonable attorney fees incurred by the City related to its enforcement.

SECTION 15. SEVERABILITY

The provisions of this Ordinance shall be severable and, if any of the provisions hereof shall be held unconstitutional, void or otherwise unenforceable, such shall not affect the validity of any of the remaining provisions of said Ordinance.

SECTION 16. REPEALER

All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 17. EFFECTIVE DATE

This Ordinance shall become effective on April 1, 2019.

HERMITAGE ORDAINS AND ENACTS AND IT IS HEREBY ORDAINED AND ENACTED FINALLY INTO LAW BY THE BOARD OF COMMISSIONERS OF THE CITY OF HERMITAGE THIS 27th DAY OF FEBRUARY, 2019.

ATTEST:



Gary Hinkson, Secretary

**CITY OF HERMITAGE
BOARD OF COMMISSIONERS**

By: 

William J. Moder, President