

Regulation of Rental Dwelling Units Ordinance Summary

I. Landlords' Obligations

All landlords must keep and maintain all regulated rental units in compliance with all local ordinances as well as all applicable state laws and regulations. It is the duty of all landlords to keep all regulated rental units in good and safe condition. This includes the regular performance of routine maintenance tasks, including lawn mowing and ice and snow removal. It is the duty of the landlord to promptly make all repairs necessary and to remedy any code violations. If a landlord fails or refuses to comply with a notice to correct a violation relating to maintenance and repair of the premises, the Borough of Port Vue may make the repair and impose the costs, plus 10% of said costs, on the landlord.

Non-resident landlords (living beyond 15 miles of the Borough of Port Vue) are required to designate a manager who shall reside within 15 miles of the Borough of Port Vue. The identity, address, and telephone number of the designated manager shall be provided by the landlord or the manager to the Borough. In addition, the landlord or manager shall disclose to the tenant, in writing, on or before the commencement of the tenancy, the name, address, and telephone number of the manager and of the landlord.

II. Tenants' Obligations

Tenants must comply with the terms of the rental agreement as well as all local ordinances and applicable state laws. The failure to comply may result in eviction of the tenant.

Tenants shall use their residential rental unit for residential use only, unless otherwise permitted.

It is the duty of all tenants to maintain the peaceful enjoyment of the premises and to avoid engaging in disruptive conduct. If the same tenant and premises receive two Disruptive Conduct Reports, the landlord will be directed to immediately evict the tenant from the premises and prohibit the tenant from leasing the premises in the subsequent licensing period.

All tenants are prohibited from engaging in activities declared illegal under the Pennsylvania Crimes Code, Liquor Code, or Controlled Substance, Drug, Device and Cosmetic Act.

Tenants are prohibited from intentionally causing damage to the premises in excess of \$500.

III. Documentation Requirements

All rental agreements must be in writing and shall be supplemented with an addendum outlining the additional covenants and obligations of the landlord and the tenant. Upon execution of the rental agreement, landlords are required to provide tenants with copies of the rental agreement and the addendum. Landlords shall provide tenants with all disclosures and

information required prior to the execution of the rental agreement. A written acknowledgment from the tenants that they have received the disclosures and information required by the Regulation of Rental Dwelling Units Ordinance shall be obtained by all landlords. In addition, all landlords are required to attach a summary of the Regulation of Rental Dwelling Units Ordinance to all rental agreements.

IV. Enforcement and Violation Response

When a tenant violates the Regulation of Rental Dwelling Units Ordinance, the landlord is required to take immediate steps to remedy the violation within 10 days of receiving written notice from the Borough Code Enforcement Officer. Thereafter, the landlord shall file a report outlining the action that was taken to remedy the violation and steps that were taken to prevent a reoccurrence of the violation. The report must be filed within 20 days of receiving written notice from the Code Enforcement Officer.

If a tenant violates the Regulation of Rental Dwelling Units Ordinance twice in the same license year, the Borough Code Enforcement Officer may direct the landlord to evict the tenant and prohibit them from occupying the premises during the subsequent license period. Evicted tenants become ineligible to rent any other regulated rental unit within the Borough of Port Vue.

Appendix A

Addendum to Residential Rental Agreement

This Addendum to Residential Rental Agreement is made this _____ day of _____, 20____, and is incorporated into and shall be deemed to amend and supplement the Residential Rental Agreement made by the undersigned Tenant and Landlord, their heirs, successors and assigns, dated _____. The Residential Rental Agreement and this addendum pertain to the premises described in said Agreement and located at _____. This addendum is required by § 239-9(E)(1) of the Regulation of Rental Dwelling Units Ordinance of the Borough of Port Vue.

Additional Covenants and Obligations

In addition to the covenants and obligations set forth in the aforementioned Residential Rental Agreement, Tenant and Landlord hereby covenant and agree as follows:

A. Landlord's Covenant and Obligations.

- (1) Landlord shall keep and maintain the leased premises in compliance with all applicable codes and ordinances of the Borough of Port Vue and all applicable State laws and shall keep the leased premises in good and safe condition.
- (2) The manager for the leased premises is as follows:

(Name)

(Address)

(Telephone Number)

- (3) The landlord shall be responsible for regularly performing all routine maintenance including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the leased premises, except for any specific tasks which the parties hereby agree shall be delegated to the tenant and which are identified as follows:

- (4) The landlord shall promptly respond to reasonable complaints and inquires from the tenant.
- (5) The landlord shall comply with all applicable provisions of the Landlord Tenant Act of the Commonwealth of Pennsylvania.
- (6) The landlord shall permit inspections by the Borough Code Enforcement Officer of the premises at reasonable times, upon reasonable notice.

- (7) If the landlord receives notice of any code violation from the Borough Code Enforcement Officer, the landlord shall promptly take action, or cause the necessary action to be taken, to abate the offending condition and eliminate the violation.
- (8) If the tenant is evicted from the premises for any reason, the landlord shall file a report with the Borough of Port Vue on the form provided by the Borough specifically detailing the circumstances surrounding the eviction.
- (9) If the tenant is evicted for nonpayment of rent, the landlord shall furnish to the Borough of Port Vue proof that the tenant has been reported to a licensed credit reporting bureau.
- (10) If the Borough Code Enforcement Officer or Borough police direct the landlord to evict the tenant for having received two Disruptive Conduct Reports, the landlord shall immediately evict the tenant and shall not permit the tenant to occupy the premises during the subsequent licensing period.

B. Tenants' Covenants and Obligations.

- (1) Tenant shall comply with all applicable codes and ordinances of the Borough of Port Vue and all applicable State laws.
- (2) Tenant agrees that the maximum number of persons permitted within the regulated rental unit at any time shall be _____ and the maximum number of persons permitted within the common areas of the leased premises at any time shall be _____.
- (3) Tenant shall dispose of all rubbish, garbage, and other waste from the leased premises in a clean and safe manner in compliance with the Borough of Port Vue ordinances.
- (4) Tenant shall, unless otherwise permitted by applicable law or ordinance, occupy or use the regulated rental unit for no other purpose than as a residence.
- (5) Tenant shall not engage in any conduct on the leased premises, which is declared illegal under the Pennsylvania Crimes Code or Liquor Code or the Controlled Substance, Device and Cosmetic Act, nor shall tenant permit others on the premises to engage in such conduct.
- (6) Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.
- (7) Tenant shall not cause, nor permit nor tolerate to be caused, damage to the leased premises, except for ordinary wear and tear.
- (8) Tenant shall permit inspections by the Borough Code Enforcement Officer of the premises at reasonable times, upon reasonable notice.
- (9) Tenant shall not engage in, nor permit others on the leased premises to engage in, "disruptive conduct" which is defined as any form of conduct, action, incident, or behavior perpetrated, caused, or permitted by any occupant or visitor of a regulated dwelling unit that is so loud, untimely, offensive, riotous or that otherwise unreasonably disturbs other persons in their peaceful enjoyment of their premises

such that a report is made to the Borough police and/or Borough Code Enforcement Officer. It is not necessary that such conduct, action, incident, or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for a person to have perpetrated, caused, or permitted the commission of disruptive conduct as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless the Borough Code Enforcement Officer or Borough police shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report of such occurrence. If the tenant and premises receive two Disruptive Conduct Reports, the Borough Code Enforcement Officer or Borough police shall immediately direct the landlord to evict the tenant and to not permit the tenant to occupy the premises during the subsequent licensing period.

- (10) Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Regulation of Rental Dwelling Units Ordinance of the Borough of Port Vue and that the issuance by any municipal officer of the Borough of Port Vue of a Certificate of Noncompliance with said ordinance relating to the leased premises shall constitute a breach of the rental agreement of which this Addendum is a part. Upon such breach, landlord shall have the right and option to pursue any of the following remedies:
- (a) Termination of the rental agreement without prior notice.
 - (b) Bring an action to recover possession of the leased premises without abatement of rents paid including reasonable attorney's fees and costs.
 - (c) Bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney's fees and costs.
 - (d) Bring an action for damages caused by tenant's breach, including reasonable attorney's fees and costs.

In Witness Whereof, the parties have hereunto set their hands and seals the date and year first above written.

Witness

Tenant

Witness

Landlord