

## PATTERSON TOWNSHIP REGULATED RENTAL UNIT REGISTRATION

The following is a brief summary of the requirements for registering Regulated Rental Units in Patterson Township. Our records indicate that you own one or more Regulated Rental Units. This is not a summary of the entire ordinance. You are responsible to read and understand all of your obligations within Ordinance 425, a copy of which is enclosed.

1. OWNER MUST COMPLETE THE APPROPRIATE APPLICATION TO REGISTER THEIR PROPERTY WITH PATTERSON TOWNSHIP AND OBTAIN AN OCCUPANCY PERMIT BEFORE OCTOBER 1<sup>ST</sup> 2010. A COPY OF THE APPLICATION IS ENCLOSED. OWNERS MUST HAVE A CURRENT OCCUPANCY LICENSE TO RENT ANY REGULATED RENTAL UNIT IN PATTERSON TOWNSHIP.
2. ALL RENTAL UNITS IN PATTERSON TOWNSHIP WILL BE INSPECTED WITHIN THREE YEARS OF THE OCCUPANCY LICENSE BEING ISSUED AND ONCE EVERY THREE YEARS THEREAFTER.
3. ALL OWNERS MUST ATTACH A COPY OF ORDINANCE #425 TO EACH RENTAL AGREEMENT OR LEASE ISSUED AFTER THE EFFECTIVE DATE OF THE ORDINANCE (ADDITIONAL COPIES CAN BE OBTAINED AT THE PATTERSON TOWNSHIP OFFICE FOR A NOMINAL FEE).
4. ANY QUESTIONS, PLEASE CONTACT THE TOWNSHIP OFFICE AT 1600 19<sup>TH</sup> AVENUE, BETWEEN 9:00 A.M. AND 4:30 P.M. MONDAY THROUGH FRIDAY OR CALL 724-843-8339.

Patterson Township  
Board of Commissioners  
Ordinance No. 425

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PATTERSON TOWNSHIP  
BEAVER COUNTY, PENNSYLVANIA

ORDINANCE NO. 425

AN ORDINANCE OF THE TOWNSHIP OF PATTERSON, BEAVER COUNTY, PENNSYLVANIA ESTABLISHING THE LICENSING AND INSPECTION OF ALL RENTAL UNITS INCLUDING SINGLE FAMILY, TWO FAMILY AND MULTIPLE FAMILY DWELLINGS, BOARDING AND ROOMING HOUSES.

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

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

WHEREAS, Patterson Township is charged with ensuring the public health, safety, welfare, and general well being of its residents, owners and tenants alike, and;

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

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

SECTION 1 - DEFINITIONS

CODE - Any Code or Ordinance adopted, enacted, and/or in effect in and for the Township of Patterson concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any PREMISES or DWELLING UNIT.

CODE ENFORCEMENT OFFICER - Person designated by Patterson Township to conduct inspections required by this Ordinance and to enforce the requirements of this Ordinance.

COMMON AREAS - Areas not leased to a specific tenant, but upon which a tenant is typically authorized to be present.



**DISRUPTIVE CONDUCT** - Any form of conduct, action, incident, or behavior, perpetrated, caused, or permitted by any occupant or visitor of a regulated dwelling unit that is so loud, untimely (time of day), offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility of their peaceful enjoyment of their premises such that a report is made to police complaining of such action, conduct, incident, or behavior. It is not necessary that such action, conduct, incident, or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for a person to have perpetrated, caused or permitted the commission of disruptive conduct as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless the police shall investigate and make a determination that such did occur, and make a record of such occurrence.

**DISRUPTIVE CONDUCT REPORT** - A written report of DISRUPTIVE CONDUCT on a form to be prescribed therefore, to be completed by the POLICE who actually investigate an alleged incident of DISRUPTIVE CONDUCT and which shall be maintained by the Code Enforcement Officer or designated representative.

**DWELLING** - A building and/or mobile home having one or more DWELLING UNITS.

**DWELLING UNIT** - A room or group of rooms within a DWELLING forming a single unit and providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

**GUEST** - A person on the PREMISES with the actual or implied consent of an OCCUPANT.

**ILLEGAL ACTIVITIES** - The occupant shall not engage in, nor tolerate nor permit others on the premises to engage in, any conduct declared illegal under the Pennsylvania Crimes Code (18 Pa. C.S.A. 1-101 et seq.) or the Controlled Substance, Drug, Device and Cosmetic Act (35 PS 780-101 et seq.).

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

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

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

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

**OCCUPANT** - An individual who resides in a REGULATED RENTAL UNIT, whether or not he or she is the OWNER thereof, with whom a legal relationship with the OWNER/LANDLORD is established by a written lease or by the laws of the Commonwealth of Pennsylvania.

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

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

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

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

**POLICE** - The POLICE DEPARTMENT of the Township of Patterson or any properly authorized member or officer thereof or any other law enforcement agency having jurisdiction within the Township of Patterson.

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

**REGULATED RENTAL UNIT** - Any dwelling unit that is rented, leased, let out, or otherwise permitted to be occupied by a person(s) other than the owner. Vacant dwelling units are classified as regulated rental units.



RENTAL AGREEMENT - A written agreement between OWNER/LANDLORD and OCCUPANT/TENANT supplemented by the terms and conditions of this Ordinance.

RESIDENTIAL USE - The occupant shall not, unless otherwise permitted by applicable law or Ordinance, occupy or use his or her REGULATED RENTAL UNIT for any purpose other than as a residence.

ROOMING HOUSE - Any DWELLING or that part of any DWELLING containing one (1) or more rooming units, in which space is let by the OWNER or operator to three (3) or more PERSONS who are not husband or wife, son or daughter, mother or father or sister or brother of the owner or operator.

SINGLE FAMILY DWELLING - A detached building containing one dwelling unit, designed and intended to be occupied by one family for living purposes.

TENANT - An individual who resides in a REGULATED RENTAL UNIT, whether or not he or she is the OWNER thereof with whom a legal relationship with the OWNER/LANDLORD is established by a written lease or by the laws of the Commonwealth of Pennsylvania (Same as OCCUPANT).

TOWNSHIP - Township of Patterson, Beaver County, Pennsylvania.

TWO FAMILY DWELLING - A detached building containing two dwelling units, each entirely separate from each other, designed and intended to be occupied for living purposes.

## SECTION 2 - OWNER'S DUTIES

### A. General

It shall be the duty of every OWNER to keep and maintain all REGULATED RENTAL UNITS in compliance with all of the terms and conditions of this Ordinance as well as the provisions of all other applicable state laws and regulations and local Ordinances and to keep such property in good and safe condition. The OWNER shall meet all property maintenance requirements of the Code of Patterson Township.

As provided for in this Ordinance, every OWNER shall be responsible for regulating the proper and lawful use and maintenance of every DWELLING which he, she or it owns. As provided for in this Ordinance, every OWNER shall also be responsible for regulating the conduct and activities of the OCCUPANTS of every REGULATED RENTAL UNIT or its PREMISES which he, she, or it owns in the TOWNSHIP.

In order to achieve those ends, every OWNER of a REGULATED RENTAL UNIT shall regulate the conduct and activity of the OCCUPANTS thereof, both contractually and through enforcement, as more fully set forth below.

This section shall not be construed as diminishing or relieving, in any way, the responsibility of the OCCUPANTS or their GUESTS for their conduct or activity; nor shall it be construed as an assignment, transfer, or projection over or onto any OWNER of any responsibility or liability which OCCUPANTS or their GUESTS may have as a result of their conduct or activity under any private cause of action, civil or criminal enforcement proceeding, or criminal law; nor shall this section be construed so as to require an OWNER to indemnify or defend an OCCUPANT or his or her GUEST when any such action or proceeding is brought against the OCCUPANT based upon the OCCUPANT'S conduct or activity. Nothing herein is intended to impose any additional civil/criminal liability upon OWNERS other than that which is imposed by existing law.

This Ordinance is not intended to, nor shall its effect be, to limit any other enforcement remedies that may be available to the TOWNSHIP against the OWNER, OCCUPANT, or GUEST thereof.

B. Designation of Manager

Every OWNER who is not a full-time resident of the Township of Patterson or who does not reside within a 50 mile radius of Patterson Township, shall designate an individual to serve as MANAGER.

If the OWNER is a partnership, corporation, unincorporated association, limited partnership, trust, or any other entity, that entity shall appoint a natural person to serve as MANAGER.

The MANAGER shall be the agent of the OWNER for service of process and receiving of notices and demands as well as for performing the obligations of the OWNER under this Ordinance and under RENTAL AGREEMENTS with OCCUPANTS. The identity, address and telephone number(s) of a person who is designated as MANAGER hereunder, shall be provided by the OWNER or MANAGER to the TOWNSHIP, and such information shall be kept current and updated as it changes.

C. Disclosure

1. The OWNER or MANAGER shall disclose to the OCCUPANT in writing on or before the commencement of the tenancy:

a. The name, address and telephone number of the MANAGER; if



- applicable; and
- b. The name, address and telephone number of the OWNER of the PREMISES.

2. The OWNER or MANAGER shall, within thirty (30) days after the effective date of this Ordinance or, in case of real estate thereafter acquired, rented or made available for rental, within thirty (30) days of acquisition, rental or being made available for rental, provide the following information to the CODE ENFORCEMENT OFFICER:

- a. The REGULATED RENTAL UNIT address and, in the case of MULTIPLE-UNIT and TWO FAMILY DWELLINGS, the number of units available for rent;
- b. The name(s) and age(s) of all OCCUPANTS of any REGULATED RENTAL UNIT; and
- c. The name and address of each adult OCCUPANT'S employer.

It is intended hereby that OWNERS shall report all new OCCUPANTS or an OCCUPANT who rents or leases a different REGULATED RENTAL UNIT of OWNER'S real estate and when a REGULATED RENTAL UNIT becomes vacant.

D. Maintenance of Premises

1. The OWNER shall maintain the PREMISES in compliance with the codes of Patterson Township and shall regularly perform all routine maintenance, including lawn mowing and ice and snow removal and shall promptly make any and all repairs necessary to fulfill this obligation.

2. The OWNER and OCCUPANT may agree that the OCCUPANT is to perform specific repairs, maintenance tasks, alterations, or remodeling. In such cases, however, such agreement between the OWNER and the OCCUPANT must be in writing. Such an agreement may be entered into between the OWNER and OCCUPANT only if:

- a. the agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the OWNER or OCCUPANT; and
- b. the agreement does not diminish or affect the obligation of the OWNER to other OCCUPANTS in the PREMISES.

3. In no case shall the existence of any agreement between OWNER and OCCUPANT relieve an OWNER of any responsibility under this Ordinance or other Ordinances or codes for maintenance of PREMISES.

E. Written Rental Agreement

1. ALL AGREEMENTS for REGULATED DWELLING UNITS shall be in writing. No oral leases and no oral modifications thereof are permitted. All disclosures and information required to be given to OCCUPANTS by the OWNER shall be furnished before signing of the RENTAL AGREEMENT.

2. Terms and Conditions - OWNER and OCCUPANT may include in a RENTAL AGREEMENT terms and conditions not prohibited by this Ordinance or other applicable Ordinances, regulations, and laws, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

3. Prohibited Provisions - Except as otherwise provided by this Ordinance, no RENTAL AGREEMENT may provide that the OCCUPANT or OWNER agrees to waive or to forego rights or remedies under this Ordinance. Any provision prohibited by this subsection included in a RENTAL AGREEMENT is unenforceable.

4. Attachment of Ordinance to RENTAL AGREEMENT - Following the effective date of this Ordinance, a copy of this Ordinance shall be attached as an addendum to each RENTAL AGREEMENT delivered by or on behalf of an OWNER when any such agreement is presented for signing to any OCCUPANT. Where a RENTAL AGREEMENT has been entered into prior to the effective date of this Ordinance, the OWNER shall provide the occupants with a copy of the summary within sixty days after enactment of this Ordinance.

5. The OWNER shall secure a written acknowledgment from OCCUPANTS to confirm that the OCCUPANTS have received the Ordinance as part of the RENTAL AGREEMENT.

6. Upon oral or written request by Patterson Township, the OWNER, within ten (10) days of the request, shall furnish to the TOWNSHIP copies of the acknowledgment that the OCCUPANTS received a copy of this Ordinance.

7. Upon oral or written request by Patterson Township, the OWNER within ten (10) days of the request, shall furnish to the Township for inspection purposes only, copies of the leases the OWNER has entered into for REGULATED RENTAL UNITS

F. Complaints

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

G. Landlord/Tenant Act

The Owner shall comply with all applicable provisions of the LANDLORD/TENANT ACT of the Commonwealth of Pennsylvania.

H. Common Areas

The OWNER shall be directly responsible for the behavior of OCCUPANTS and GUESTS in the COMMON AREAS as if the OWNER were an OCCUPANT.

I. Enforcement

In the event that the same OCCUPANT is the subject of a third DISRUPTIVE CONDUCT violation within a one-year period, the CODE ENFORCEMENT OFFICER or designated representative, shall direct the OWNER to evict the OCCUPANT who violated the Ordinance .

J. Code Violations

Upon receiving notice of any code violations from the CODE ENFORCEMENT OFFICER, the OWNER shall promptly take action, or cause the necessary action to be taken, to abate the offending condition and eliminate the violation.

### SECTION 3 - OCCUPANT'S DUTIES

A. General

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

B. Health and Safety Regulations

1. The maximum number of persons permitted in any REGULATED RENTAL UNIT at any one time shall not exceed the standards outlined in Section 190 of the Code of Patterson Township concerning occupant load. The maximum number of persons permitted in the COMMON AREAS of any MULTIPLE UNIT DWELLING at any one time shall not exceed one (1) person for each fifteen (15) square feet of COMMON AREA on the PREMISES.



2. The OCCUPANT and/or OWNER shall dispose from his or her REGULATED RENTAL UNIT all rubbish, garbage, and other waste in a clean and safe manner prescribed in the Property Maintenance Section of the Code of Patterson Township and separate and place for collection all recyclable materials in compliance with the Recycling Plan of the Township of Patterson Solid Waste and Recycling Ordinance.

C. Peaceful Enjoyment

The OCCUPANT shall conduct himself or herself and require other PERSONS, including, but not limited to, GUESTS, on the PREMISES and within his or her REGULATED RENTAL UNIT with his or her consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the PREMISES by others, and that will not disturb the peaceful enjoyment of adjacent or nearby DWELLINGS by the PERSONS occupying the same.

D. Residential Use

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

E. Illegal Activities

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

F. Disruptive Conduct

1. The OCCUPANT shall not engage in, nor tolerate or permit others on the PREMISES to engage in, DISRUPTIVE CONDUCT, or other violations of this Ordinance.

2. When POLICE investigate an alleged incident of DISRUPTIVE CONDUCT, the officer shall complete a DISRUPTIVE CONDUCT REPORT upon finding that the reported incident did, in his or her judgment, constitute "disruptive conduct" as defined herein. The information filled in on said report shall include, if possible, the identity or identities of the alleged perpetrator(s) of the DISRUPTIVE CONDUCT and all other obtainable information, including the factual basis for the DISRUPTIVE CONDUCT, requested on the prescribed form. Where the POLICE make such investigation, said POLICE officer shall then submit the completed DISRUPTIVE CONDUCT REPORT to the CODE ENFORCEMENT OFFICER. In all cases, the CODE ENFORCEMENT OFFICER shall mail a copy of the DISRUPTIVE CONDUCT REPORT to the OWNER or MANAGER

within three (3) working days of the occurrence of the alleged DISRUPTIVE CONDUCT.

3. The third occurrence of disruptive conduct within a one (1) year period will result in automatic eviction and require the OWNER or MANAGER to take the appropriate steps, required by law to evict the tenant.

G. Compliance with Rental Agreement

The OCCUPANT shall comply with all lawful provisions of the RENTAL AGREEMENT entered into between OWNER and OCCUPANT including all provisions of this Ordinance. Failure to comply may result in the eviction of the OCCUPANT by the OWNER.

H. Damage to Premises

The OCCUPANT shall not intentionally cause, nor permit nor tolerate others to cause damage to the PREMISES. Conduct which results in damages in excess of \$500 shall be considered a violation of this Ordinance.

I. Inspection of Premises

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

#### SECTION 4 - REGISTRATION REQUIREMENTS AND OCCUPANCY LICENSES AND INSPECTIONS

A. Registration Requirements and occupancy Licenses and Inspections

The owners of each REGULATED RENTAL UNIT will be subject to the following registration requirements and fees:

- a. Each person who allows a dwelling to be occupied by a person or persons other than the owner of the dwelling, and where this action by the owner has occurred for a period in excess of one year, shall be required to annually file, with the CODE ENFORCEMENT OFFICER or designated representative, the rental unit registration. No person, firm or corporation owning, managing, conducting or operating a REGULATED RENTAL UNIT shall rent, lease, let out or permit the same to be occupied without first securing an annual OCCUPANCY LICENSE for each occupied dwelling unit issued



pursuant to the provisions of this Ordinance and any other applicable Ordinances or regulations enacted by the Township Commissioners. In addition to the foregoing, the annual OCCUPANCY LICENSE is required for every vacant dwelling unit.

- b. The fee for the annual OCCUPANCY LICENSE for occupied and vacant rental dwelling units shall be set by resolution adopted by the Township Commissioners, and may be changed from time to time.

B. Inspection: Periodic Inspection

The CODE ENFORCEMENT OFFICER or designated representative shall inspect each dwelling unit at least once every three years following the filing and payment of the registration fee. These periodic inspections shall occur notwithstanding more frequent inspections that may be required in the investigation of complaints regarding the dwelling.

C. Non-Compliance

In the event a REGULATED RENTAL UNIT is not in compliance with the Property Maintenance Code, the CODE ENFORCEMENT OFFICER or designated representative shall notify the applicant in writing and shall specify the non-compliance with the Property Maintenance Code. Upon completion of the changes/repairs, the CODE ENFORCEMENT or designated representative shall issue the OCCUPANCY LICENSE applied for.

D. MULTI-UNIT DWELLING Display of Registration License

Every OCCUPANCY LICENSE shall be displayed in a conspicuous place within all MULTI-UNIT DWELLINGS.

E. License Duration

Every OCCUPANCY LICENSE shall remain in force for one year from the date of issuance.

F. License Transfers

No OCCUPANCY LICENSE required by this Ordinance shall be transferable unless the new OWNER shall give notice in writing to the CODE ENFORCEMENT OFFICER within ten (10) days after the transfer, in any manner, of ownership or control of the interest in such REGULATED RENTAL UNIT. Such notice shall include the name and address of the person succeeding to the ownership or control.



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SECTION 5 - GROUNDS FOR NON-RENEWAL,  
SUSPENSION, OR REVOCATION OF LICENSE

A. General

The CODE ENFORCEMENT OFFICER or designated representative may initiate disciplinary action against an OWNER that may result in a formal warning, non-renewal, suspension or revocation of the OWNER'S OCCUPANCY LICENSE for violating any provision of this Ordinance that imposes a duty upon the OWNER an/or for failing to regulate the breach of duties by OCCUPANTS as provided for herein.

B. Definitions of Options to the Code Enforcement Officer or Designee

1. Formal Warning - Formal written notification of a violation of this Ordinance. Upon satisfactory compliance with this Ordinance and correction of any violations or conditions imposed by the CODE ENFORCEMENT OFFICER or designated representative and/or the TOWNSHIP, the formal warning shall be removed when the OWNER applies for OCCUPANCY LICENSE renewal.

2. Non-Renewal - The denial of the privilege to apply for a OCCUPANCY LICENSE renewal after expiration of the License term. The Township will permit the OWNER to maintain OCCUPANTS in the PREMISES until the end of the license term, but will not accept applications for renewal of the OCCUPANCY LICENSE until a time set by the CODE ENFORCEMENT OFFICER or designated representative or by Patterson Township, such time not to exceed one year from the renewal date.

3. Suspension - The immediate loss of the privilege to rent REGULATED RENTAL UNITS for a period of time set by the CODE ENFORCEMENT OFFICER or designated representative of Patterson Township, such time not to exceed one year from the date of suspension. The OWNER, after the expiration of the suspension period, may apply for renewal without the need to show cause why the OWNER'S privilege to apply for a OCCUPANCY LICENSE should be reinstated. Upon suspension, the OWNER shall take immediate steps to evict the OCCUPANTS.

4. Revocation - The immediate loss of privilege to rent REGULATED RENTAL UNITS for a period of time set by the CODE ENFORCEMENT OFFICER or designated representative or Patterson Township and the loss of the privilege to apply for renewal of the OCCUPANCY LICENSE at the expiration of time period, such time not to exceed one year from the date of revocation. Upon the loss of privilege to rent, the OWNER shall take immediate steps to evict the OCCUPANTS.

5. Reinstatement - An OCCUPANCY LICENSE shall be reinstated if the OWNER or operator of a REGULATED RENTAL UNIT corrects the reason for the revocation of the OCCUPANCY LICENSE, re-files for the OCCUPANCY LICENSE and pays the required registration fee.

C. Criteria for Applying Sanctions

The CODE ENFORCEMENT OFFICER or designated representative, when recommending sanctions, and Patterson Township, when applying sanctions, shall consider the following:

- a. The effect of the violation on the health, safety, and welfare of the OCCUPANTS of the REGULATED RENTAL UNIT and other residents of the PREMISES.
- b. The effect of the violation on the neighborhood.
- c. Whether the OWNER has prior violations of the Ordinance and other Ordinances of the Township or has received notices of violations as provided for in this Ordinance.
- d. Whether the OWNER has been subject to sanctions under this Ordinance.
- e. The effect of sanctions against the OWNER on the OCCUPANTS.
- f. The action taken by the OWNER to remedy the violation and to prevent future violations, including any written plan submitted by the OWNER.
- g. The policies and lease language employed by the OWNER to manage the REGULATED RENTAL UNIT to enable the OWNER to comply with the provisions of this Ordinance.
- h. In addition to enforcing sanctions as set forth above, the CODE ENFORCEMENT OFFICER or designated representative may recommend, and Patterson Township may impose upon the existing or subsequent licenses, reasonable conditions related to fulfilling the purposes of this Ordinance.



D. Grounds for Imposing Sanctions

Any of the following may subject an Owner to sanctions as provided for in this Ordinance:

- a. Failure to abate a violation of Township Codes and Ordinances that apply to the premises within the time directed by the CODE ENFORCEMENT OFFICER or designated representative.
- b. Refusal to permit the inspection of the PREMISES by the CODE ENFORCEMENT OFFICER or designated representative as required by this Ordinance.
- c. Failure to take steps to remedy and prevent violations of this Ordinance by OCCUPANTS of REGULATED RENTAL UNITS as required by this ORDINANCE.
- d. Failure to evict OCCUPANTS after having been directed to do so by the CODE ENFORCEMENT OFFICER or designated representative of the TOWNSHIP as provided for in this Ordinance.
- e. Three violations of this Ordinance or other Ordinances of the Township that apply to the PREMISES within one year. For purposes of this Ordinance, there need be no criminal conviction before a violation can be found to exist. Before a prior violation can be considered under this Section, the OWNER must have received notice in writing of this violation within thirty days after the CODE ENFORCEMENT OFFICER or designated representative received notice of the violation.

E. Procedure for Non-Renewal, Suspension or Revocation of License and Appeal Notification.

Following a determination that grounds for non-renewal, suspension or revocation of an OCCUPANCY LICENSE exist, the CODE ENFORCEMENT OFFICER or designated representative shall notify the OWNER of the action to be taken and the reason therefore. Such notification shall be in writing, addressed to the OWNER/MANAGER in question, and shall contain the following information:

- a. The address of the PREMISES in question and identification of the particular REGULATED RENTAL UNIT(S) affected.
- b. A description of the violation which has been found to exist.



- c. A statement that the OCCUPANCY LICENSE for said REGULATED RENTAL UNIT(S) shall be either suspended or revoked, or will not be renewed for the next Registration period or that the OWNER will receive a Formal Warning. In the case of a suspension or revocation, the notice shall state the date upon which such suspension or revocation will commence, and in the case of a suspension shall also state the duration of said suspension.
- d. A statement that, due to the non-renewal, suspension or revocation (as the case may be), the OWNER or any PERSON acting on his, her or its behalf is prohibited from renting, letting, or permitting occupancy of the REGULATED RENTAL UNIT(S) by any individuals subject to said enforcement action from and during the period said action is in effect.
- e. Any person affected by a decision of the CODE ENFORCEMENT OFFICER or designated representative or a notice or order issued by the CODE ENFORCEMENT OFFICER or designated representative shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within ten (10) days after the day the decision, notice or order was served.

F. Delivery of Notification

1. All violation notices shall be sent to the OWNER or MANAGER, if applicable, by certified mail. In the event that the notice is returned by the postal authorities marked "unclaimed" or "refused," then the CODE ENFORCEMENT OFFICER or designated representative shall attempt delivery by personal service on the OWNER or MANAGER, if applicable. The CODE ENFORCEMENT OFFICER or designated representative shall also post the notice at a conspicuous place on the PREMISES.

2. If personal service cannot be accomplished after a reasonable attempt to do so, then the notice may be sent to the OWNER or MANAGER at the address stated on the most current License 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 days of its deposit in the U.S. 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 U.S. mail, and all time periods set forth above, shall thereupon be calculated from said fifth day.

## SECTION 6 - VIOLATIONS AND PENALTIES

### A. Basis for Violation

It shall be unlawful for any PERSON, as either OWNER or MANAGER of a REGULATED RENTAL UNIT, for which a OCCUPANCY LICENSE is required, to operate without a valid, current OCCUPANCY LICENSE issued by the TOWNSHIP authorizing such operation. It shall also be unlawful for any person, either OWNER or MANAGER, to allow the number of OCCUPANTS of a REGULATED RENTAL UNIT to exceed the maximum limit as set forth on the OCCUPANCY LICENSE, or to violate any other provision of this Ordinance. IT SHALL BE UNLAWFUL FOR ANY OCCUPANT TO VIOLATE THIS ORDINANCE.

### B. Penalties

Any violation of this Ordinance shall constitute a summary offense punishable upon conviction thereof by a Magisterial District Judge, by a fine not to exceed One Thousand Dollars (\$1000.00) plus costs, and by a term of Imprisonment not to exceed thirty (30) days. Each day of violation shall constitute a separate and distinct offense.

### C. Non-Exclusive Remedies

The remedies and procedures provided in this Ordinance for violation hereof are not intended to supplant or replace, to any degree, the remedies and procedures available to the TOWNSHIP in the case of a violation of any other Code or Ordinance of the TOWNSHIP, whether or not such other Code or Ordinance is referenced in this Ordinance and whether or not an ongoing violation of such other Code or Ordinance is cited as the underlying ground for a finding of a violation of this Ordinance.

## Section 7 - MISCELLANEOUS PROVISIONS

### A. Notices

1. For purposes of this Ordinance, any notice required hereunder to be given to a MANAGER shall be deemed as notice given to the OWNER.

2. There shall be a rebuttable presumption that any notice required to be given to the OWNER under this Ordinance shall have been received by such OWNER if the notice was given to the OWNER in the manner provided by this Ordinance.



3. A claimed lack of knowledge by the OWNER of any violation hereunder cited shall be no defense to license non-renewal, suspension or revocation proceedings as long as all notices prerequisite to institution of such proceedings have been given and deemed received in accordance with the applicable provisions of this Ordinance.

B. Changes in Ownership Occupancy

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

C. Owners Severally Responsible

If any REGULATED RENTAL UNIT is owned by more than one PERSON, in any form of joint tenancy, as a partnership, or otherwise, each PERSON shall be jointly and severally responsible for the duties imposed under the terms of this Ordinance, and shall be severally subject to prosecution for the violation of this Ordinance.

D. Severability

If any provision of this Ordinance or the application thereof to any PERSON or circumstances is held invalid, such holding shall not affect the other provisions of applications of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared severable.

E. Repealer

All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency, including specifically Chapter 176, TENANT REGISTRATION, of the Code of The Township of Patterson.




F. Effective Date

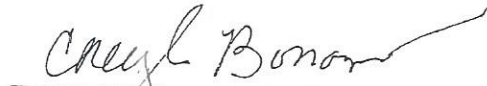
This Ordinance shall become effective ninety (90) days from the date of adoption.

ORDAINED and ENACTED as an Ordinance of the Township of Patterson,  
County of Beaver, Commonwealth of Pennsylvania, this 12<sup>th</sup> day of March, 2009,

ATTEST:

PATTERSON TOWNSHIP

  
Township Secretary

  
Vice President

(SEAL)