

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original *Ordinance* passed by the Council of the City of Reading, on the *25* day of *Sept* A. D. 20 *08*. Witness my hand and seal of the said City this *25* day of *Sept* A. D. 20 *08*.

BILL NO. *55*-2008

AN ORDINANCE

AMENDING CHAPTER 11 HOUSING - RENTAL OF THE CITY OF READING CODIFIED ORDINANCES

Linda A. Kelleher
CITY CLERK

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Chapter 11 entitled Housing - Rental is amended as follows:

§11-105 RENEWAL OF RENTAL PERMIT

It shall be the responsibility of the owner of the dwelling unit or rooming unit to request and submit an application for renewal of a Rental Permit. The owner of every dwelling unit or rooming unit must renew his/her Rental Permit for each such dwelling unit or rooming unit each year by the first of December. An application for renewal of Rental Permit with the requisite fees may be submitted between October 1 and November 30 of each year. All renewal applications received after the first of December of each year shall be subject to revocation of the Rental Permit and/or doubling of the fee set forth herein. In addition, failure to pay / renew a Rental Permit by February 1 of each year will result in submission of the bill and account for a Rental Permit to collections for recovery. To renew a Rental Permit the owner must complete the application on the form prepared and provided by the Codes Enforcement Division and pay the applicable fee. Except as set forth in this Ordinance, ~~on a three-year basis,~~ under *Renewal Inspection*, renewal of a Rental Permit is not subject to an inspection. An application for renewal of a Rental Permit may be denied resulting in nonrenewal of the permit as set forth herein. Failure of the owner to renew a permit will be considered a surrendering and revocation of the Rental Permit and will require vacation of all occupants / tenants of the dwelling unit or rooming. To obtain a Rental Permit after its surrender and revocation, the owner will have to submit a new initial application and undergo the requirements thereof. Any waiver of such requirements is at the discretion of the Codes Enforcement Division Manager or his/her designee.

§11-109 INSPECTION

A. INITIAL APPLICATION¹

Upon receipt of a fully completed application for an initial rental permit for a dwelling unit or rooming unit and receipt of payment of the applicable fee for rental permit, the Codes Enforcement Division shall within ten (10) days of said receipt schedule an exterior and interior inspection of the dwelling unit or rooming unit to be performed no later than thirty (30) days from said receipt to determine if the dwelling unit or rooming unit is compliant with the applicable City of Reading Codes and Codified Ordinances. If the Codes Enforcement Official performing the inspection determines that the dwelling unit or rooming unit complies with the applicable City of Reading Codes and Codified Ordinances, the Official shall so advise the owner and inform them that they may obtain their Rental Permit from the City of Reading Codes Enforcement Division. In the event the Code Official determines that the dwelling unit or rooming unit is in violation of the applicable City of Reading Codes and Codified Ordinances, the Codes Enforcement Division shall be instructed not to issue the Rental Permit. Additionally, the Code Official shall issue a Notice of Violation as provided for in the appropriate Code. Further, if the violation is not corrected within the time frame established on the Notice of Violation, the Code Official shall commence the appropriate legal proceedings as permitted by the applicable Code. The owner shall notify the Codes Enforcement Division of correction, remediation and/or abatement of the violation. Within ten (10) days of receipt of said notification from the owner, the Codes Enforcement Division shall schedule a reinspection of the dwelling unit or rooming unit to determine if the violations set forth in the Notice of Violation have been remedied, corrected and/or abated. If the Codes Official determines that the violations have been remedied, corrected and/or abated in accordance with the applicable City of Reading Codes and Codified Ordinances, the Code Official shall so advise the owner and Codes Enforcement Division and in so doing authorize issuance of the Rental Permit. Occupancy of the dwelling unit or rooming unit is prohibited until a Rental Permit is issued.

B. ~~THREE YEAR RENEWAL~~ INSPECTIONS

¹ If a dwelling unit or rooming unit has undergone an inspection within the last ~~three (3)~~ five (5) years pursuant to the City of Reading Property Maintenance Code, they are not due for an inspection per said requirements, there are no outstanding issues from such inspection and permits for said dwelling unit were obtained therefor without the necessity of commencement of legal action by the City of Reading, said dwelling units and rooming will not be required to undergo an inspection for receipt of a Rental Permit for the 2007 - 2008 renewal permit. Said dwelling units or rooming units will be placed within their appropriate rotating renewal ~~three (3)~~ year inspection group and will be required to undergo an inspection at said time for renewal of a Rental Permit in that year rather it be the first or second and not the third renewal under this Ordinance.

An inspection of the dwelling unit or rooming unit shall be performed every not less than every three (3) years nor more than every five (5) years.

Upon receipt of a fully completed application for a renewal Rental Permit, as provided for herein, not less than three (3) years nor more than five (5) years from application for and issuance of the initial Rental Permit for a dwelling unit or rooming unit and receipt of payment of the applicable fee for rental permit, the Codes Enforcement Division shall within ten (10) days of said receipt schedule an exterior and interior inspection of the dwelling unit or rooming unit to be performed no later than thirty (30) days from said receipt to determine if the dwelling unit or rooming unit is compliant with the applicable City of Reading Codes and Codified Ordinances. If the Codes Enforcement Official performing the inspection determines that the dwelling unit or rooming unit complies with the applicable City of Reading Codes and Codified Ordinances, the Official shall so advise the owner and inform them that they may obtain their Rental Permit from the City of Reading Codes Enforcement Division. In the event the Code Official determines that the dwelling unit or rooming unit is in violation of the applicable City of Reading Codes and Codified Ordinances, the Codes Enforcement Division shall be instructed not to issue the Rental Permit. Additionally, the Code Official shall issue a Notice of Violation as provided for in the appropriate Code. Further, if the violation is not corrected within the time frame established on the Notice of Violation, the Code Official shall commence the appropriate legal proceedings as permitted by the applicable Code. In addition, should the Code Official find violations s/he shall also order the owner to vacate the dwelling unit or rooming unit as operation thereof is prohibited without a Rental Permit. The property shall remain vacated until the Codes Official determine that the violations have remedied, corrected and/or abated. The owner shall notify the Codes Enforcement Division of correction, remediation and/or abatement of the violation. Within ten (10) days of receipt of said notification from the owner, the Codes Enforcement Division shall schedule a reinspection of the dwelling unit or rooming unit to determine if the violations set forth in the Notice of Violation have been remedied, corrected and/or abated. If the Codes Official determines that the violations have been remedied, corrected and/or abated in accordance with the applicable City of Reading Codes and Codified Ordinances, the Code Official shall so advise the owner and Codes Enforcement Division and in so doing authorize issuance of the Rental Permit.

F. FAILURE TO APPEAR FOR INSPECTION

If the owner or his/her local responsible agent cannot be available at the proposed time, said owner or representative shall provide no less than twenty-four (24) hour written notice to the Codes Enforcement Division. Upon failure to give such written notice or upon failure to gain entry, an administrative fee of Fifty Dollars (\$ 50.00) will be assessed against the owner or representative of the owner failing to supply written notice or appear. For each rescheduling beyond the second rescheduling an administrative fee of One Hundred Dollars (\$100.00) shall be assessed in all cases. Failure to pay administrative fees shall at the discretion of the Code Official constitute a violation of this Code or the City of Reading Property Maintenance Code. Failure of an owner or his/her local responsible agent to appear for an inspection as part of an initial application or ~~three-year~~ *renewal* inspection as required to obtain a Rental Permit and the time necessary to reschedule an inspection shall extend the time provided the City of Reading to schedule an inspection per said requirements and make a determination on an application. Additionally, failure of an owner or his/her local responsible agent to appear for a scheduled inspection shall be considered probable cause for obtaining a search warrant to inspect the premises.

§11-110 PERMIT

Upon compliance by the owner of the dwelling unit or rooming unit of the requirements of this Chapter, the City of Reading Codes Enforcement Division shall issue a Permit thereto in a form on paper under the letterhead of the City of Reading Codes Enforcement Division prepared thereby which shall include but not be limited to the following:

1. Name, mailing address and telephone number of owner.
2. Name, mailing address and telephone numbers, business and cell of local responsible agent.
3. Number of occupants / tenants permitted to occupy said dwelling unit or rooming unit as authorized by the City of Reading Codified Ordinances, including but not limited to the Zoning Ordinance and Property Maintenance Code.
4. Date of last application inspection, e.g., initial or ~~three-year~~ *renewal*.

5. A place for date and initials of Code Official indicating performance of a routine or complaint inspection and whether or not violations were found.
6. Date of issuance of permit.
7. Date of required renewal of permit.
8. Printed name of person issuing permit.

§ 11-116 FEES FOR RENTAL PERMIT

A. FEE SCHEDULE

Fees required for application of Rental Permit shall be:

1. PERMIT
 - a. Single rented dwelling unit \$50 per year
 - b. Each single room (rooming unit) \$25 per year
2. REINSPECTION

The initial and first subsequent inspection upon an application for either an initial or ~~three year~~ renewal shall be included in the Permit Fee. A fee in the amount of \$ 25 shall be charged for any second or subsequent inspection required for approval of an initial or three year renewal application.

§11-120 DENIAL OR NONRENEWAL OF A RENTAL PERMIT FOR FAILURE TO COMPLY WITH APPLICATION, CHAPTER AND/OR FAILURE TO PASS INSPECTION

B. BASIS FOR DENIAL OR NONRENEWAL UNDER THIS SUBCHAPTER

1. A Rental Permit shall be denied and/or nonrenewed upon failure of the owner to comply with the application requirements set forth in this Chapter.
2. An application for an initial or renewed permit shall also be denied upon proof of failure of owner or local responsible agent to comply with the requirements of this Chapter including but not

limited to the posting requirements, submission of tenant listing, fail to appear for more than one (1) schedule inspection, failure to appear for a scheduled court hearing and non compliance with owner's duties.

3. A Rental Permit shall not be issued or renewed upon the failure of dwelling unit or rooming unit to pass an initial or a ~~three-year~~ renewal inspection as required by subsection 11-109(A) and (B) of this Chapter.

4. A Rental Permit shall not be issued or renewed to any applicant if said rental unit, building or dwelling is not in compliance with the City of Reading Codified Ordinances, including but not limited International / City of Reading Building Code, Existing Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, and Residential Code, Property Maintenance Code, Solid Waste and Recycling Ordinance, Health Code and Zoning Ordinance, or has failed an inspection, is in pending litigation for violations of the aforesaid Codified Ordinances or has been declared unfit for human habitation and/or condemned by appropriate authority with jurisdiction or an owner or his/her local responsible agent fails to appear in court for a hearing regarding a violation of the aforesaid Codes of the City of Reading.

B. C. NOTICE

Notification of the decision to deny or not renew an application for an initial or renewal of a Rental Permit shall be issued by the Codes Enforcement Division Manager or his/her designee within fifteen (15) working days of receipt of the application. The notification shall specify the reason for denial or refusal or renew an application for a Rental Permit citing the requirement therefor. Said notice shall be in accord with the requirements therefor of this Chapter.

C. D. RIGHT TO CURE

At the discretion of the Codes Enforcement Manager or his/her designee notification of the denial or nonrenewal of a Rental Permit may provide the owner an opportunity to cure the basis for the denial or nonrenewal. If said opportunity is provided, the notification must specify the time period provided for curing of the basis for the denial or refusal to renew a Rental Permit. Upon failure of the owner or local responsible agent to cure the basis for the denial within the time period given, the decision of the Codes Enforcement Division Manager of his/her designee to deny or not

renew a Rental Permit shall stand and the sole recourse shall be an appeal. Nothing in this section is to be interpreted to override the requirements and right to resolve failure to pass inspection as required above as part of the initial and ~~three-year~~ renewal inspection process.

D. E. APPEAL

The denial of an initial or renewal application for a Rental Permit for the reasons set forth above may be appealed to the Housing Board of Appeals by submission of such a request with payment of the appropriate fee made in writing to the Manager of the Codes Enforcement Division within ten (10) days of receipt of notification of such denial.

§11-121 SUSPENSION OR REVOCATION OF RENTAL PERMIT

C. EFFECT OF SUSPENSION

Upon the commencement of suspension or revocation, the dwelling unit or rooming unit shall be secured by the owner, and no person, firm, or corporation shall operate or rent/lease to another for residential occupancy any dwelling unit or rooming unit during such time that the rental license for such unit is suspended or revoked. The transfer of the ownership of a rental property by an owner to an entity in which such owner holds an ownership or equity interest will not void the existing ~~accumulated points~~ violations relating to such rental property or void any existing suspension or revocation relating to such rental property.

E. REINSTATEMENT OF RENTAL PERMIT

The rental unit involved shall not have its Rental Permit reinstated until the reinstatement fee is paid and the disruptive occupants have been evicted, the Housing Board of Appeals has ruled in the occupant's favor, the Housing Board of Appeals has ruled in the owner's favor but has not ordered the eviction of the occupant(s), or the occupants have filed an appeal to a higher court thereby preventing their eviction. Notwithstanding this subsection, if there are ~~points~~ violations assessed against the owner per the provisions of this Ordinance which require suspension or revocation, a Rental Permit shall not be reinstated until compliance with the requirements therefor have occurred.

SECTION 2: The Addendum to the Rental Agreement in Chapter 11 entitled Housing - Rental is amended as follows:

ADDENDUM TO RENTAL AGREEMENT

This Addendum to Rental Agreement is made this day of _____, _____, 20__ and is incorporated into and shall be deemed and amend and supplement the Rental Agreement made by the undersigned Tenant and Landlord, their heirs, successors and assigns, dated _____. The Rental Agreement and this Addendum pertain to the premises described in said agreement and located at _____.

This Addendum is required by the Certification of Rental Units Ordinance of the City of Reading.

ADDITIONAL COVENANTS AND OBLIGATIONS

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

A. Landlord's Covenants and Obligations:

1. Landlord shall keep and maintain the leased premises in compliance with all applicable Codes and Ordinances of the City of Reading and all applicable state laws and shall keep the leased premises in good and safe condition.

2. The local responsible agent for the leased premises shall be 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 inquiries from the Tenant.

5. The Landlord shall comply with all applicable provisions of the Landlord/Tenant Act of the Commonwealth of Pennsylvania.

B. Tenant's Covenants and Obligations:

1. Tenant shall comply with all applicable Codes and Ordinances of the City of Reading 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 five and the maximum number of persons permitted within the common areas of the leased premises at any time shall be five in accordance with the habitability requirements and occupancy limits provided for in the International Building Code as adopted by the City of Reading, International Existing Building Code as adopted by the City of Reading, International Fire Code as adopted by the City of Reading, International Residential Code as adopted by the City of Reading, City of Reading Property Maintenance Code, and City of Reading Zoning Ordinance.

3. Tenant shall dispose of all rubbish, garbage and other waste from the leased premises in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with the City of Reading's Solid Waste and Recycling Ordinances.

4. 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, Drug, Device and Cosmetic Act, nor shall Tenant permit others on the premises to engage in such conduct.

5. Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.

6. Tenant shall not cause, nor permit nor tolerate to be caused, damage to the leased premises, except for ordinary wear and tear.

7. Tenant shall not engage in, nor tolerate 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 rental unit that is so loud, untimely (as to hour of the day), offensive, riotous or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises or causes damage to said premises, such that a report is made to a Police Officer and/or a Public Officer 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 in order for said 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 a Public Officer or a Police Officer shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report of such occurrence. The tenant and the owner, operator, responsible agent or manager shall be notified of any such occurrences in writing."

8. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Codified Ordinances of the City of Reading including but not limited to the Housing Ordinance/ Code, the Health Code, the Property Maintenance Code and the Solid Waste and Recycling Ordinances, and that the issuance by a Public Officer or Police Officer of the City of Reading of three disruptive conduct reports in any 12-month period 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 and all of the following remedies:

- a. Termination of the rental agreement without prior notice; and
- b. Bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs; and
- 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; and
- 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 day and year first above written.

WITNESS

TENANT

WITNESS

TENANT

WITNESS

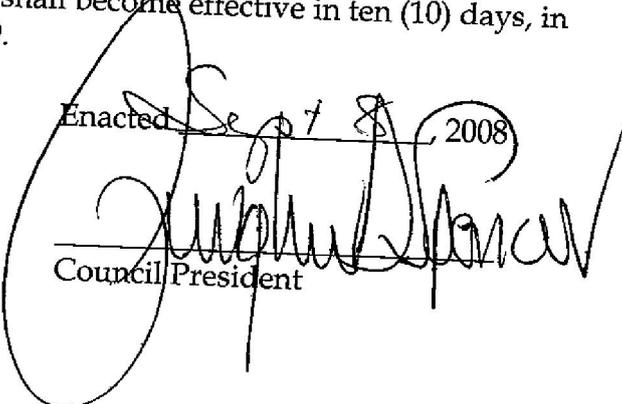
TENANT

SECTION 3: All relevant ordinances, regulations, remaining sections of Chapter 11 Housing - Rental Ordinance and policies of the City of Reading, Pennsylvania not amended hereby shall remain in full force and effect.

SECTION 4: If any section, subsection, sentence or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 5: This Ordinance shall become effective in ten (10) days, in accordance with Charter Section 219.

Enacted Sept 7 8, 2008

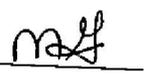

Council President

Attest:

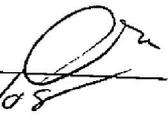

City Clerk
(LAW)

Submitted to Mayor: 

Date: 9/9/08

Received by the Mayor's Office: 

Date: 9/9/08

Approved by Mayor: 

Date: 9/10/08

Vetoed by Mayor: _____

Date: _____