

BILL NO. 61 2012  
AN ORDINANCE

AMENDING THE CITY OF READING CODIFIED ORDINANCES  
CHAPTER 10 HEALTH AND SAFETY BY REPEALING SECTION 18  
HEALTH AND SAFETY INSPECTION AND RECREATING THE HEALTH  
AND SAFETY INSPECTION WITH OTHER PROVISIONS AS A  
NEW PART 4 NAMED "CERTIFICATE OF TRANSFER" IN CHAPTER 4  
BUILDINGS.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF READING HEREBY  
ORDAINS AS FOLLOWS:

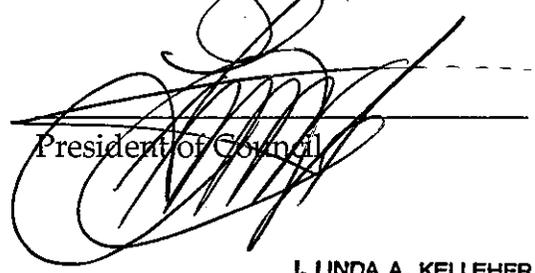
SECTION 1. Amending the Codified Ordinances Chapter 10 Health and  
Safety by repealing Section 18 Health and Safety Inspection and recreating  
Health and Safety Inspection with other provisions as a new Part 3 Named  
"Certificate of Transfer" in Chapter 4 Buildings as attached in Exhibit A.

SECTION 2. All relevant ordinances, regulations and policies of the City of  
Reading, Pennsylvania not amended per the attached shall remain in full force  
and effect.

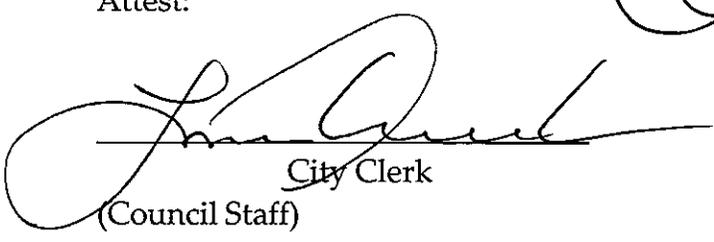
SECTION 3. If any section, subsection, sentence or clause of this ordinance is  
held, for any reason, to be invalid, such decision shall not affect the validity of  
the remaining portions of the Ordinance.

SECTION 4. This Ordinance will become effective 7-1, 2012.

Enacted May 29, 2012

  
\_\_\_\_\_  
President of Council

Attest:

  
\_\_\_\_\_  
City Clerk  
(Council Staff)

I, LINDA A. KELLEHER, City Clerk of the City  
of Reading, Pa., do hereby certify, that the fore-  
going is a true and correct copy of the original  
Ordinance passed by the Council of the City of  
Reading, on the 29 day of May  
A. D. 2012. Witness my hand and seal of the  
said City this 29 day of May A. D. 2012.

  
\_\_\_\_\_  
CITY CLERK

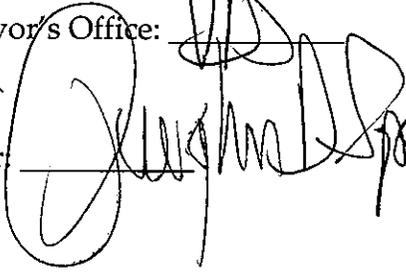
Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

  
5/29/12

Received by the Mayor's Office: \_\_\_\_\_

Date: 5/30/12

  
James M. Spence

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT "A"

### Part 4. Certificate of Transfer

**Section 4-301 Declaration of Purpose.** The City of Reading City Council desires to establish certain rules and regulations related to the transfer of property within the City and requiring the receipt of a Certificate of Transfer from the City of Reading ~~and the attachment of such certificate prior to the recordation of a deed in the Berks County Recorder of Deeds Office~~ *and a post settlement inspection for all City of Reading residential, non-residential and mixed-use properties.* The City Council finds that the establishment of this program for all City residential, non-residential, and mixed use properties is necessary to protect the public health, safety, and welfare by ensuring the proper maintenance of all City properties, by identifying and requiring correction of substandard conditions, and by preventing conditions of deterioration and blight that could adversely affect economic conditions and the quality of life in Reading.

The fees assessed in this Part shall be revenue neutral and will only cover the cost of the program. The fees shall be reviewed against the cost of the program annually and recommendations for adjustments shall be referred by ordinance to the City of Reading City Council.

Nothing in this ordinance shall preclude the buyer from seeking legal recourse against the Seller, or the Seller's Agent where applicable, within the Pennsylvania Court system.

### §4-302. Definitions.

**AGENT** - any person who for monetary or other consideration aids a seller in the sale of property. Whenever used in any clause prescribing or imposing a penalty, the term "agent," as applied to partnerships and associations, shall mean the partners or members thereof and, as applied to corporations, the officers thereof. ~~Liability shall be limited to failure to notify the seller of the obligations imposed by this Part.~~

**AGREEMENT** - written agreement or written instrument executed by the *seller prior to transfer or the buyer at time of after* transfer of the property which provides the City with the ability to perform a Health and Safety Inspection.

**BUYER** - an individual who acquires legal or equitable title pursuant to an agreement of sale.

**CERTIFICATE OF TRANSFER** - the certificate issued by the City of Reading to the owner of a property that documents that the property is permitted for the use indicated on the Certificate and is based on the property's compliance with the

applicable City of Reading Ordinances and allows the property transfer to be legally recorded at the Berks County Recorder of Deeds Office *including but not limited to the Zoning Ordinance and the Housing Ordinance. The Certificate of Transfer does not indicate compliance with the City of Reading Property Maintenance Ordinance.*

**CERTIFICATE OF TRANSFER PACKET**- *packet given by the City indicating approved use, rental housing information, and other relevant City documentation.*

**CITY INSPECTOR** - an employee or contractor engaged by the City of Reading to do, among other things, Health and Safety Inspections.

~~**CODES OFFICE** - City of Reading Property Maintenance Division.~~

**DAYS** - calculation of days in this Part shall be by calendar days unless otherwise noted in this Part. If the expiration of the day is on a Saturday, Sunday or Holiday, the deadline shall be extended until the next business day.

**DEFICIENCIES** - those items indicated on a Health and Safety Inspection report that require repair, remediation or corrective action and/or are hazardous conditions.

**DWELLING UNIT or UNIT** - a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

**FAILURE TO APPEAR** - *A failure to appear as described below includes inspection cancellations, no shows and no entries into all units.*

**HEALTH AND SAFETY COMPLIANCE LETTER** - a letter, correspondence or document issued by the City of Reading ~~Codes Enforcement~~ *Property Maintenance Division* stating that the requirements of this Part and the minimum habitability requirements set forth herein have been satisfied and any founded deficiencies have been corrected.

**HEALTH AND SAFETY INSPECTION** - an inspection to determine the condition of a property in accordance with such standards of minimum habitability and safety as shall be determined by the ~~Codes Enforcement~~ *Property Maintenance Division.*

**HEALTH AND SAFETY INSPECTION REPORT** - a report issued by a City Inspector setting forth the results of a health and safety inspection which shall include the designation of such conditions as shall require repair or remediation and any hazardous conditions for the current use of the property.

**INDIVIDUAL** - any person, partnership, association, corporation or other entity.

**INSPECTION REQUEST**- a request for performance of a Health and Safety Inspection other than an agreement submitted by a buyer at the time of transfer of the property.

**MIXED COMMERCIAL/RESIDENTIAL PROPERTY** - a property, building or structure in which part is used for residential purposes, ~~living,~~ and another part is utilized for commercial purposes. Also referred to as mixed residential/commercial property or mixed use - commercial/residential or mixed use - residential/commercial.

**MULTI-UNIT DWELLING** - a building arranged, designed, and intended to provide two or more dwelling units. Individual dwelling units may share party walls with other units and either have common outside access areas or have individual outside access areas. Types of such buildings shall include, but shall not be limited to, townhouses, apartments, and/or condominiums.

**NOTICE OF VIOLATION** - a written notice issued by the Property Maintenance Division directing any repair or remediation, corrective or other action relating to any deficiencies as set forth in a report ~~which~~ *that* may include a time frame within which any such action must be taken.

**OWNER** - entity or individual(s) that have an enforceable claim or title to an asset or property, and is recognized as such by law. For example, a lender is the legal owner of a property.

**PROPERTY** - all residential and mixed residential/commercial buildings, structures or property within the City of Reading, any and all building or other improvement(s) and the land on which the buildings and improvements are situated.

**PROPERTY MAINTENANCE CODE** - for the purpose of establishing rules and regulations for the maintenance of all structures, including administration, enforcement and penalties, the property maintenance code known as the International Property Maintenance Code, ~~2003~~ 2012 Edition, as published by the International Code Council, *and adopted by the City of Reading City Council* as deleted, modified or amended. ~~as set forth herein.~~ From the date on which this Part shall take effect, the provisions thereof shall be controlling in the maintenance of all structures, and in all other subjects therein contained, within the corporate limits of the City of Reading, Pennsylvania, as per Codified Ordinances Chapter 5, Part 6.

~~**REHAB PLAN** - a plan submitted to the Property Maintenance Division outlining the strategy and work including time frames to cure, correct, abate or remediate deficiencies identified in the health and safety inspection report in the dwelling unit beyond the time period provided for in the report and requesting an extension of time to cure such deficiencies.~~

**PROPERTY MAINTENANCE DIVISION** - *The City of Reading Property Maintenance Division.*

**RENTAL COMPLIANCE LETTER** - a letter or document issued by the City of Reading ~~Codes Enforcement~~ Property Maintenance Division upon finding and

stating compliance with the applicable City of Reading Codified Ordinances following performance of ~~an~~ *a rental* inspection.

~~REPORT ACKNOWLEDGEMENT~~ - a written document acknowledging receipt of the health and safety inspection report, responsibility to correct any deficiencies set forth in the report and stipulates the property's allowable use.

**ROOM or ROOMING UNIT** - any room, area or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes or independent living.

**ROOMING HOUSE** - a building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling, excluding hotels and motels.

**SALE** - the transfer of any legal or equitable interest in or title to property, including exchanges of properties: *with or without monetary consideration.*

**SELLER** - the owner *or* his authorized agent or appointee of the property that will be transferred or sold.

**SETTLEMENT** - the culmination of a particular transaction involving real property ~~which~~ *that* results in the transfer or conveyance of a property from one party to another.

**SINGLE-FAMILY DWELLING** - a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. A single unit may be incorporated within a series of row homes sharing a common firewall. Types of such buildings shall also include mobile and modular units.

**STRUCTURE(S)** - ~~that which is built or constructed, or a portion thereof, other than one family or two family dwelling units and utility and miscellaneous use structures~~ *any manmade object, including a building, radio or television tower, fences, walls, carports, porches and decks, and permanent signs, constructed or erected on or in the ground or water or upon another structure or building and having an ascertainable stationary location. The term "structure" shall not include walks, sidewalks or driveways.*

**VACANT PROPERTY** - *a residential or mixed use (residential and other permitted use) property shall be deemed to be a "vacant property" if it is continuously unoccupied by the same individual or basic family unit as a residence and/or it is unoccupied. A vacant property can include a vacant property for sale, a vacant property for rehabilitation, a code compliant vacant property and a vacation/second residence.*

#### § 4-303. Certificate of Transfer Required.

1. A Certificate of Transfer ~~must shall be affixed to all each deeds for~~ all any property before a deed may be presented for recordation in the

~~Berks County Recorder of Deeds Office, is required for any property held for sale or transfer within the City of Reading. A person seeking a Certificate of Transfer must request and complete, in its entirety, a Certificate of Transfer Application supplied by the Property Maintenance Division within 15 days of offering the property for sale. The process to obtain a Certificate of Transfer will combine the Health and Safety Inspection with the water and solid waste certifications. To obtain a Certificate of Transfer the property must meet the City's health and safety standards and be in compliance with the City's business license, zoning laws, and other City regulations.~~

~~The Health and Safety Inspection shall occur first and will be completed in accordance with the provisions of this Part when any property located in the City is offered for sale or is transferred to a new owner. If a commercial use is identified during the inspection, the inspector will inquire with other departments to make sure proper zoning and a business license is in place and is current. The solid waste and water certification will occur after the City is notified that the property is going to settlement, either privately or through a settlement agency. When the property meets the City's regulations described herein, a Health and Safety Compliance Letter will be issued.~~

- ~~2. Any rental property that has undergone a property maintenance inspection and has received a Rental Compliance Letter, issued to the last owner of record, from the Property Maintenance Division and has remained code compliant within a 24 month period, from the date the Rental Compliance Letter was issued, will be charged half price for a Health and Safety Inspection. Any owner of a *property* who receives a Rental Compliance Letter but does not transfer the property to a new owner within a 24 month period will be required to have a new Health and Safety Inspection at a half price cost. Issuance of Certificate of Transfer. *On receipt of the Certificate of Transfer Application, the Property Maintenance Division shall prepare and issue the Certificate of Transfer Property Packet to the Seller, or his authorized agent by first class mail, and electronically to the Berks County Recorder of Deeds.*~~
- ~~3. The Certificate of Transfer shall be issued to the requesting party and the County Recorder of Deeds after the water and solid waste certifications are issued and after the property is in compliance with zoning and other licensing if the property is not an owner-occupied residence. *Zoning*~~

*permits and other licenses do not transfer to the new owner. The new owner must make application to the proper city office(s).*

4. ~~No deed shall be recorded by the County Recorder of Deeds unless a Certificate of Transfer is affixed to the deed. The County Recorder of Deeds shall inform the City if the deed is submitted without the Certificate of Transfer. If a property will be a Rental Unit which was not a recognized rental property at the time of sale, the Buyer may request a Rental Inspection in place of a Health and Safety Inspection. If the Buyer does not inform Property Maintenance Division of the intent to rent until after the completion of the Health and Safety Inspection, the property must undergo a full Rental Inspection at full price according to the Housing Fee Schedule.~~
  
5. ~~Nothing in this ordinance shall preclude the buyer from seeking legal recourse against the Seller, or the Seller's Agent where applicable, within the Pennsylvania Court system.~~

#### **§4-304. Health and Safety Inspection Procedure.**

~~An inspection shall be completed in accordance with the provisions of this Ordinance prior to the transfer of any Property except solely where the Sale occurs within 24 months of the date of issuance of a Rental Compliance Letter.- To commence a Health and Safety Inspection prior to settlement or transfer of a property, the seller should submit a request to the City of Reading Property Maintenance Division on a form prepared and provided by the Property Maintenance Division. If the property has not transferred to a new owner after 24 months of the date of the Health and Safety Compliance Letter, Any property with a Health and Safety Compliance Letter that remains for sale for more than a 24 month period, while owned by the original applicant, shall undergo a new Health and Safety Inspection at half price.~~

*To commence a Health and Safety Inspection after settlement or transfer of a property, the Property Maintenance Division shall, within fifteen (15) business days of notification from the Recorder of Deeds, notify the new owner of the Health and Safety Inspection. The Property Maintenance Division will without unreasonable delay inform the seller or the Buyer of the date, time and cost of the inspection as per the City of Reading Fee Schedule.*

1. An inspection of the property shall be performed *and billed* to determine compliance with minimum health and safety standards and



requirements as per the current allowable use, ~~however, these~~ *The bill includes the first re-inspection, but further re-inspections will be billed according to the Fee Schedule.* These minimum health and safety standards shall not prohibit citations for other significant health and safety hazards that may be identified by the inspector during the inspection:

A. Each dwelling unit must have an operational (working) smoke detector installed in all common areas, including the basement, every designated bedroom and every finished attic space as required by the Property Maintenance Code.

B. Each dwelling unit must meet fire ~~separation~~ standards and have sufficient egress as per the Property Maintenance Code ~~and fire separation standards.~~

C. Each dwelling unit must have an existing acceptable 60 ampere service, or a minimum 100 ampere three-wire electric service, must be installed for the dwelling as required by the Property Maintenance Code.

D. Each dwelling unit must have kitchen countertop receptacles, laundry and bathroom receptacles must be ground fault circuit interrupter protected, as required by Property Maintenance Code.

E. No basement or attic may be used for habitable bedroom units except by authorization, approval or variance of the City Zoning Hearing Board and shall comply with the requirements of the Property Maintenance Code.

F. All properties must be supplied with clearly identifiable numbers (minimum of 3 inches tall) outside the property, in clear view of the street, designating the street number of the property as required by the Property Maintenance Code.

G. ~~All utility connections, as defined under the applicable City policies and the Property Maintenance Code.~~ *The property must have a sufficient number of storage containers for solid waste.*

H. ~~All properties must be structurally sound and free from deteriorated components. Surfaces of building components preserved or needing to be preserved by paint or other similar preservative shall be in good condition and not deteriorating.~~ *The exterior of the property shall be in compliance with the Property Maintenance Code.*

I. All properties must be free from infestation of insects or vermin as required by the Property Maintenance Code.

J. All properties must have the proper permits, licenses and zoning permits if being used for anything other than single-family owner-occupied purposes.

~~K. All properties must comply with the Roommate Housing Ordinance or have previously obtained approval and registered as a non-conforming use from said requirement as per the Zoning Ordinance. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions as required by the Property Maintenance Code.~~

~~L. All properties must have operational plumbing (e.g., bathroom and kitchen facilities) as required by the Property Maintenance Code. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests as required by the Property Maintenance Code.~~

~~M. All properties must have working heating/mechanical equipment as required by the Property Maintenance Code. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads as required by the Property Maintenance Code.~~

~~N. All properties must have kitchen and bathroom facilities as required by the Property Maintenance Code. There shall be no illegal sewer/water connections, as defined under the applicable City policies.~~

~~O. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition as required by the Property Maintenance Code.~~

~~P. All other parts of the City of Reading Property Maintenance Code.~~

~~The Property Maintenance Inspector performing the inspection has the right to request assistance from another inspector or department of the City of Reading including but not limited to a property maintenance inspector or a trades inspector. In evaluating the inspection, the inspector has the right to review records of other City Departments or Divisions.~~

~~2. At the time an Agent undertakes to represent a Seller in the sale of property, the Agent shall inform the Seller of the requirements established by this Ordinance to have a Health and Safety Inspection prior to settlement and a Certificate of Transfer prior to the recordation of the deed. The Property Maintenance Inspector performing the inspection has the right to request assistance from another inspector or department of the City of Reading including but not limited to a property maintenance inspector or a trades inspector. In evaluating the inspection, the inspector has the right to review records of other City Departments or Divisions.~~

3. ——— If entering into an accepted Agreement of Sale, the Buyer or new owner discovers that the Health and Safety Inspection did not occur, the Buyer or new owner shall contact the Property Maintenance Division within five (5) days of the discovery and request the inspection. The cost of the inspection shall be charged to the Buyer or new owner and reimbursed by the Seller at settlement. If the inspection does not occur prior to settlement, the Buyer or new owner is required to execute and submit a Letter of Intent to Comply to the Property Maintenance Division within fourteen (14) calendar days. *At any time after the receipt of the Health and Safety Inspection Report, the Property Maintenance Division may undertake such further actions or inspections as it deems appropriate consistent with the applicable ordinances of the City of Reading, including, but not limited to, a full inspection for any applicable codes compliance and/or the issuance of a Notice of Violation based upon the Health and Safety Inspection Report to repair or remediate or otherwise correct any deficiencies indicated in the Health and Safety Inspection Report within such time as may be set forth in the Notice of Violation.*

5. ~~Any Rental Compliance Letter shall remain valid for a period of 24 months, for the original applicant, from the date of such inspection and may be relied upon during such period for the purposes of this Ordinance. Any rental property with a Rental Compliance Letter that remains for sale for more than a 24-month period, while owned by the original applicant, shall undergo a new Health and Safety Rental Housing Inspection at half price.~~ *Failure to Appear for Inspection. If the owner or authorized agent cannot be available at the proposed time, said owner or authorized agent, shall provide no less than 24-hour written notice to the Property Maintenance Division. Upon failure to give such written notice or upon failure to gain entry, an administrative fee will be assessed against the owner failing to supply written notice to appear. If the property owner or authorized agent fails to appear for the second scheduled inspection an administrative fee will be assessed against the property owner. If the property owner or his authorized agent fails to appear for the third scheduled inspection, the Property Maintenance Division shall assess an administrative fee and may placard the subject property and/or promptly seek an administrative search or inspection warrant from a court of competent jurisdiction by supplying all necessary affidavits and testimony in support thereof. Refer to the City of Reading Fee Schedule for appropriate fees.*

5. ~~Within five (5) business days from the receipt of a request for a Health and Safety Inspection, the Property Maintenance Division shall schedule the inspection.~~

6. ~~Upon the completion of the inspection, a copy of the Health and Safety Inspection Report shall be personally delivered to or be mailed by first class delivery to the Seller and the person or party requesting the inspection. Upon receipt of the Health and Safety Inspection Report, the Seller shall mail or deliver a copy to the Buyer, or Buyer's Agent, if Buyer is represented by an Agent or new owner. The Buyer or the Buyer's Agent may also request a copy of the Health and Safety Inspection Report from the Property Maintenance Division.~~

7. ~~No later than settlement on the sale of the property, Buyer or new owner shall sign a Health and Safety Inspection Report Acknowledgment.~~

8. ~~Should a Property be sold and the Buyer or new owner shall not have signed a Health and Safety Inspection Report Acknowledgment, both Buyer, or new owner and Seller shall be, jointly and severally, liable for the cost of correction of any such deficiencies. Nothing herein shall be deemed to preclude the Buyer, or new owner, and Seller from agreeing upon the apportionment of some or all of the cost of correcting any such deficiencies between themselves, however, any such agreement shall not be binding upon the City.~~

9. ~~At any time after the receipt of the Health and Safety Inspection Report, the Property Maintenance Division may undertake such further actions or inspections as it deems appropriate consistent with the applicable ordinances of the City of Reading, including, but not limited to, a full inspection for any applicable codes compliance and/or the issuance of a Notice of Violation based upon the Health and Safety Inspection Report to repair or remediate or otherwise correct any deficiencies indicated in the Health and Safety Inspection Report within such time as may be set forth in the Notice of Violation.~~

10. ~~In the event a Notice of Violation is issued, the Buyer (or the Seller in the event a sale is not consummated) may request a Rehab Plan. The Rehab Plan must be submitted to the Property Maintenance Division within fourteen (14) calendar days after the Rehab Plan form is issued to the party making the request. The Property Maintenance Division shall, within fourteen (14) calendar days of receipt of a request for Rehab Plan, indicate in writing whether the Plan is acceptable and, if any provisions are not acceptable and indicate the required remedies with the required time lines are not to exceed six (6) months. The Buyer~~

~~or new owner or Seller, as the case may be, shall be bound to make any corrections or undertake any such remediation as set forth in the Notice of Violation in the time frame set forth in Notice of Violation, subject to any modification in the Notice of Violation as may be accepted by the Property Maintenance Division. Monthly progress reports shall be submitted in writing to the Property Maintenance Division. The Property Maintenance Division will determine when the property complies with the regulations as set forth herein.~~

~~11. — If at the time of or before settlement, the Health and Safety Compliance Report has not been completed, the required Certificate of Transfer shall not be issued unless the Buyer executes and submits a copy of the original Rehab Plan and an executed Letter of Intent to the Property Maintenance Division. The new owner shall comply with the timelines specified by the Property Maintenance Division, not to exceed six (6) months.~~

#### **§4-305. Fees.**

~~1. **Residential Properties.** The fee for a health and safety inspection by a Property Maintenance Inspector at a residential structure shall be \$150. An additional fee of \$50 shall be charged per dwelling unit for each dwelling unit in excess of three dwelling units up to and including 21 dwelling units. A fee of \$15 shall be charged per each room or rooming unit in excess of eight rooms or rooming units up to an amount determined by the Property Maintenance Division to qualify as a commercial use and governed by the applicable ordinances. Any additional fee for inspection of a dwelling or property that is combined dwelling units and rooms or rooming units shall be determined by the Property Maintenance Division in accord with the fees set forth herein. The buyer seller or person requesting the inspection shall be responsible for any other associated administrative fees and costs. *All fees required for a Health and Safety Inspection shall be established by City Council as adopted by the City of Reading Fee Schedule.*~~

~~Rental properties that have had a Property Maintenance Inspection and received a letter of compliance from the Property Maintenance Division and have remained compliant with the Property Maintenance Code (does not include other City Codes such as Fire, Building etc.) within the past 24 months, while owned by the original applicant, will only be charged half price for the health and safety inspection.~~

~~2. **Commercial and Mixed Residential/Commercial Properties.** The fee for a Health and Safety Inspection by a Property Maintenance Inspector at a commercial structure shall be: \$150 for up to 2,000 square feet of commercial space to be inspected and \$50 for each additional 1,000 square feet of space, in addition to the \$150 fee for a residential property, up to three units. Additional fees for inspection of residential units shall be billed as set forth in the paragraph above. Fire Inspection fees are set in Chapter 5, Section 308, Part 2 Permits, and Inspection Fees. **Non-Payment.** Non-payment shall not preclude performance of an inspection or recheck. In the event of non-payment, the City reserves the right to initiate collection activities and the appropriate legal action if the bill is not paid.~~

~~3. **Recheck or Re-inspection.** An additional \$75 fee will be charged for more than one (1) scheduled re-inspection at all properties and subsequent re-inspections.~~

~~4. **Cancellation and Rescheduling of Inspection.** If the buyer or owner or their representative cannot be available on the date and time of the inspection, including recheck or re-inspection, said person shall notify the Property Maintenance Division in writing of their inability to attend the scheduled inspection in a manner, including mail, facsimile or electronic mail (email), that such notice is received by the Property Maintenance Division no less than 24 hours prior to the scheduled date and time of the inspection. Upon failure to give such written notice or upon failure to gain entry, an administrative fee of \$150 will be assessed against the Buyer or owner failing to supply written notice or appear. For each rescheduling beyond the second rescheduling an administrative fee of \$250 shall be assessed in all cases. Any rescheduling of an inspection requires performance of the inspection within 6 months of the settlement or transfer of property.~~

~~5. **Non-Payment.** All associated fees shall be paid to the *City of Reading Treasurer's Office* prior to the scheduled time of the inspection. Non-payment shall not preclude performance of an inspection or recheck. In the event of non-payment, the City reserves the right to bill the buyer or person requesting the inspection and thereafter initiate collection activities and the appropriate legal action if the bill is not paid. Notwithstanding the foregoing, buyer and seller shall not be prohibited from privately agreeing that buyer will reimburse seller for such fees.~~

~~(Ord. 16 2008, 2/11/2008, §1)~~

~~6. Any property that receives a Rental Compliance Letter but does not transfer to a new owner within a 24-month period will be required to have a new Health and Safety Inspection at a half-price cost.~~

~~7. Nothing in this ordinance shall preclude the buyer from seeking legal recourse against the Seller, or the Seller's Agent where applicable, within the Pennsylvania Court system.~~

~~8. **Revenue Neutral.** The Fees assessed in this Part shall be revenue neutral and will only cover the cost of the program. The Fees shall be reviewed against the cost of the program annually and recommendations for adjustments shall be referred by ordinance to the City of Reading City Council.~~

#### **§4-306. Health and Safety Inspection Report.**

1. **Report.** Upon the completion of a Health and Safety Inspection, a report setting forth the deficiencies found during the inspection shall be prepared. The report shall at a minimum state the following:

A. Address of the property inspected.

B. Owner's name and mailing address (P.O. Box addresses will not be accepted).

C. Date of inspection.

D. Name, position (buyer or owner and their authorized agents) and address of person(s) requesting the inspection.

E. Deficiencies found per requirements of this Part. If no deficiencies are found per this Part it shall be so indicated.

F. Time to cure deficiencies.

G. Directive to cure deficiencies.

H. Right to appeal as defined herein by §11-307-4.

~~I. Date of re-inspection.~~ If the property has been found to be a commercial use, the Health and Safety Inspection Report shall indicate the zoning district the property is located in, the permitted zoning use of the property and a business license.

~~J. Right to file a rehabilitation plan.~~

~~K. Name, signature and contact information for inspector performing the inspection.~~

2. **Service.** ~~A copy of the report shall be delivered personally if the seller or person requesting the inspection is present at the time of inspection and the inspector shall note such delivery of the report. If the seller or person requesting the inspection is not present at the time of the inspection, the report shall be~~

mailed by first class mail to the seller or in the event an inspection is requested after the transfer of the property to the buyer requesting the inspection. A copy of this report shall also be filed in the Property Maintenance Division. *Upon the completion of the inspection, a copy of the Health and Safety Inspection Report shall be personally delivered, mailed by first class delivery or emailed to the person or party requesting the inspection. If the Health and Safety Inspection is performed prior to sale, the Buyer or the Buyer's Agent may also request a copy of the Health and Safety Inspection Report from the Property Maintenance Division.*

3. ~~Validity.~~ A Health and Safety Inspection Report shall be valid for a period of 24 months. If deficiencies or violations are not corrected within 120 days of the original inspection, a subsequent inspection may be required to ensure no additional violations or deficiencies have occurred since the initial inspection. ~~Upon receipt of the Health and Safety Inspection Report, the Seller shall mail or deliver a copy to the Buyer, or Buyer's Agent, if Buyer is represented by an Agent or new owner. The Buyer or the Buyer's Agent may also request a copy of the Health and Safety Inspection Report from the Property Maintenance Division.~~

4. *Validity. The Certificate of Transfer will be valid for a period of 24 months. If a Health and Safety Inspection is performed prior to sale, the Health and Safety Inspection Report shall also be valid for a period of 24 months. If deficiencies or violations are not corrected within 120 days of the original inspection, a subsequent inspection may be required to ensure no additional violations or deficiencies have occurred since the initial inspection. Any property with a Health and Safety Compliance Letter that remains for sale for more than a 24 month period, while owned by the original applicant, shall undergo a new Health and Safety Inspection at half price. Upon the completion of the inspection, a copy of the Health and Safety Inspection Report shall be personally delivered, to or be mailed by first class delivery, or emailed to the Seller and the person or party requesting the inspection. Upon receipt of the Health and Safety Inspection Report, the Seller shall mail or deliver a copy to the Buyer, or Buyer's Agent, if Buyer is represented by an Agent or new owner. The Buyer or the Buyer's Agent may also request a copy of the Health and Safety Inspection Report from the Property Maintenance Division.*

(Ord. 16-2008, 2/11/2008, §1)

**§4-307. Report Findings.**

**1. Findings of Deficiencies or Violations.** If deficiencies or violations for the current allowable use of the requirements of this Part are discovered, they shall be set forth on a Health and Safety Inspection Report. Upon findings of deficiencies or violations of this Part are found, a re-inspection of the property shall be scheduled to be performed upon expiration of the time period provided for on the report to cure, correct or abate the violations. *If the Health and Safety Inspection is completed prior to sale, the Seller is responsible for abating, curing, or rehabilitating any deficiencies found within the abatement time indicated on the Health and Safety Inspection Report. If the Health and Safety Inspection is completed after the sale, the Buyer is responsible for curing deficiencies within the abatement time indicated on the Health and Safety Inspection Report.*

~~Findings of correction of the deficiencies or violations at the time of the re-inspection shall result in the issuance of a Certificate of Transfer. If the deficiencies or violations are not corrected at the time of the re-inspection, the buyer or owner requesting the inspection may submit a Rehabilitation Plan as provided for herein to the City of Reading Property Maintenance Division. Failure to cure, correct or abate the deficiencies or violations per the submitted Rehab Plan, subject to penalties and potential condemnation of the property.~~

**2. No Deficiencies Found.** If no deficiencies or violations per this Part are discovered during the Health and Safety Inspection, a Health and Safety Compliance Letter shall be issued by the City of Reading Property Maintenance Division as stated herein.

**3. Condemnation.** Nothing in this Part shall preclude an inspector from placarding or condemning a property as unfit for human habitation pursuant to City of Reading Codified Ordinances, if it is determined that the property is unfit for human habitation.

**4. Appeals.** If a person disagrees with findings in a Notice of Violation, they may appeal said findings by requesting a hearing in writing within 5 days of receipt of the Notice of Violation addressed to the Director of Community Development or his designee, Room 3-06 City Hall, 815 Washington Street, Reading, PA 19601. *Any subsequent appeal shall be filed to the Berks County Court of Common Pleas pursuant to 2 Pa.C.S. §751 and §752.*

(Ord. 16-2008, 2/11/2008, §1)

**~~§4-308.-Rehabilitation Plan.- Health and Safety Compliance Letter & Rental Compliance Letter~~**

~~1. **Plan.** The party requesting the inspection, may, in the event they deem they cannot meet the time frames to correct any violations as set forth in the Notice of Violation may request in writing from the Property Maintenance Division a one time extension of the time provided in the Notice of Violation to cure, correct, abate or remediate deficiencies or violations found during the Health and Safety Inspection. Such request shall specify the reasons for such request(s) and the suggested time frames for such correction(s) or remediation.~~

~~2. **Timing.** A Rehabilitation Plan shall be submitted in a timely manner to be received by the Property Maintenance Division within fourteen (14) calendar days after re-inspection of the property. The Property Maintenance Division shall issue notification of the acceptance or rejection as provided for in this Section, to the person requesting the inspection within fourteen (14) calendar days of receipt of the rehabilitation plan.~~

~~3. **Acceptance of Rehab Plan.** If the City of Reading Property Maintenance Division accepts the Rehab Plan *it* shall so notify the buyer or owner in writing and said person will be bound by the time periods set forth in the Rehab Plan. The Property Maintenance Division shall further reschedule the re-inspection date of the property to a time after the expiration of the extension period requested in the Rehab Plan. Nothing in this Section, shall preclude the City of Reading Property Maintenance Division from inspecting the property to ensure compliance with the Rehab Plan.~~

~~4. **Rejection of Rehab Plan.** If not the Rehab Plan is not accepted by the Property Maintenance Division, the person requesting the inspection, shall be so notified as required herein. The work, curing, abatement, remediation and correction of the deficiencies set forth in the Notice of Violation shall be completed within the time frame set forth in the correction directive.  
(Ord. 16-2008, 2/11/2008, §1)~~

*1. Issuance. Upon determination by a Property Maintenance Inspector of no findings of violations or deficiencies of this Part, a Health and Safety Compliance Letter shall be prepared and issued to the person requesting the inspection. The letter shall be served upon the person requesting the inspection via first class mail or emailed and a copy shall be placed in the property file in the Property Maintenance Division. The Health and Safety Compliance Letter*

*shall state that as of the date of issuance of the letter the property complied with this Part. The letter shall not be meant to be nor interpreted that the property is in compliance with all City of Reading Codified Ordinances.*

*2. Request for Extension. The person requesting an inspection may submit to the City of Reading Property Maintenance Division in writing a request for an extension of time of the validity of the Health and Safety Compliance Letter.*

*3. Timing to Request Extension. A request for an extension may be requested at the time of the first reinspection.*

*4. Requirements. A request for an extension of the Health and Safety Compliance Letter shall, at a minimum, set forth the reason for the request and the requested length of extension of validity of the compliance letter.*

*5. Response. The City of Reading Property Maintenance Division at its discretion may approve or reject a request for an extension of the time period for the validity of a Health and Safety Compliance Letter. The Property Maintenance Division shall notify the person requesting the extension of its decision to accept or reject their request within fourteen (14) calendar days of receipt of request as evident by the time stamp of the City of Reading Property Maintenance Division acknowledging receipt. Said notice shall be mailed via first class mail or emailed to the person requesting the extension. If the request is rejected, an inspection must be requested and performed as required by this Part upon expiration of the validity of the compliance letter if necessary to comply with this Part.*

*6. Rental Compliance Letter.*

*A. If the property being sold is a rental unit which has undergone a full rental inspection per the City of Reading Codified Ordinances within six (6) months of transfer of the property and a letter has been issued by the City of Reading Property Maintenance Division stating that the property is code compliant, the property is not required to undergo a Health and Safety Inspection. The Seller or Buyer may request a Health and Safety Compliance Letter based on the Rental Compliance Letter.*

*(Ord. 16-2008, 2/11/2008, §1)*

~~§4-309. Permits 1. Issuance. Upon determination by a Property Maintenance Inspector of no findings of violations or deficiencies of this Part, a Health and~~

Safety Compliance Letter shall be prepared and issued to the person requesting the inspection. The letter shall be served upon the person requesting the inspection via first class mail and a copy shall be placed in the property file in the Property Maintenance Division. The Health and Safety Compliance Letter shall state that as of the date of issuance of the letter the property complied with this Part. The letter shall not be meant to be nor interpreted that the property is in compliance with all City of Reading Codified Ordinances.

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**2. ~~Validity of Compliance Letter.~~** A Health and Safety Compliance Letter issued per this Part shall be valid, *for Property Maintenance Code only*, for the person who is the original applicant, for a period of 24 months from date of issuance. The date of issuance shall be the date set forth on the top of the letter issued by the Property Maintenance Division.

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**3. ~~Request for Extension.~~** The person requesting an inspection may submit to the City of Reading Property Maintenance Division in writing a request for an extension of time of the validity of the Health and Safety Compliance Letter.

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**4. ~~Timing to Request Extension.~~** A request for an extension *may be requested at the time of the first reinspection.* of the validity of a Health and Safety Compliance Letter must be submitted in a manner to be received by the Property Maintenance Division no later than fourteen (14) calendar days prior to the expiration, or twelve (12) months after issuance, of the Health and Safety Compliance Letter.

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**5. ~~Requirements.~~** A request for an extension of the Health and Safety Compliance Letter shall, at a minimum, set forth the reason for the request and the requested length of extension of validity of the compliance letter.

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**6. ~~Response.~~** The City of Reading Property Maintenance Division at its discretion may approve or reject a request for an extension of the time period for the validity of a Health and Safety Compliance Letter. The Property Maintenance Division shall notify the person requesting the extension of its decision to accept or reject their request within fourteen (14) calendar days of receipt of request as evident by the time stamp of the City of Reading Property Maintenance Division acknowledging receipt. Said notice shall be mailed via first class mail *or emailed* to the person requesting the extension. If the request is rejected, an inspection must be requested and performed as required by this Part upon expiration of the validity of the compliance letter if necessary to comply with this Part.

~~7. Rental Compliance Letter. If the property being sold is a rental unit which has undergone a full rental inspection per the City of Reading Codified Ordinances within six (6) months of transfer of the property and a letter has been issued by the City of Reading Property Maintenance Division stating that the property is code compliant, the property is not required to undergo a Health and Safety Inspection. The seller may request a Health and Safety Compliance Letter based on the Rental Compliance Letter.~~

~~(Ord. 16-2008, 2/11/2008, §1)~~

~~Any Rental Compliance Letter shall remain valid for a period of 24 months, for the original applicant, from the date of such inspection and may be relied upon during such period for the purposes of this Ordinance. Any rental property with a Rental Compliance Letter that remains for sale for more than a 24 month period, while owned by the original applicant, shall undergo a new Health and Safety Rental Housing Inspection at half price.~~

~~If permits are required to perform work to cure, correct, abate or remediate any deficiencies or violations noted on the Health and Safety Inspection Report, the buyer or new owner, person requesting the inspection, shall be responsible to obtain or ensure obtaining of any and all permits required to perform such work.~~

~~(Ord. 16-2008, 2/11/2008, §1)~~

#### ***§4-310. Non – exclusive Inspection***

~~If permits are required to perform work to cure, correct, abate or remediate any deficiencies or violations noted on the Health and Safety Inspection Report, the buyer or new owner, person requesting the inspection, shall be responsible to obtain or ensure obtaining of any and all permits required to perform such work.~~

*The performance of a Health and Safety Inspection shall not remove a property from the schedule of routine inspections of rental properties in the City of Reading as conducted per the City of Reading Property Maintenance Code [Chapter 5, Part 6]. A Health and Safety Inspection shall also not preclude performance of an inspection by the Department of Fire and Rescue Services or Health Inspector of the City of Reading Property Maintenance Division, City of Reading Zoning Office or other City Office as provided for in the City of Reading Codified Ordinances.*

*Nothing in this Part, shall preclude the performance of an inspection upon receipt of a complaint of violation of the City of Reading Codified Ordinances regarding the subject property.*

***§4-311. Non-exclusive Inspection-Enforcement***

*1. At any time after the receipt of the report, the Property Maintenance Division may undertake such further actions or inspections as it deems appropriate and consistent with the applicable ordinances of the City of Reading including, but not limited to, a full inspection for any applicable codes compliance and/or the issuance of a correction directive based upon the report to repair or remediate or otherwise correct any deficiencies indicated in the report within such time as may be set forth in the correction directive.*

*This Part shall be enforced under the jurisdiction of the City of Reading Property Maintenance Division. Enforcement is delegated to the Property Maintenance Division.*

*(Ord. 16-2008, 2/11/2008, §1)*

***§4-312. Enforcement-Regulations and Forms***

*This Part shall be enforced under the jurisdiction of the City of Reading Property Maintenance Division. Enforcement is delegated to the Property Maintenance Division.*

*(Ord. 16-2008, 2/11/2008, §1)*

*The Property Maintenance Division is hereby authorized to establish regulations, consistent with the provisions of this Part, to prepare and distribute forms to implement this Part and to set criteria and provide for the qualifications and training as to applicable City ordinances and regulations of certified inspectors and to do any and all other acts as are necessary to implement the terms of this Part.*

*(Ord. 16-2008, 2/11/2008, §1)*

***§4-313. Regulations and Forms-Exemptions.***

*The Property Maintenance Division is hereby authorized to establish regulations, consistent with the provisions of this Part, to prepare and distribute forms to implement this Part and to set criteria and provide for the qualifications and training as to applicable City ordinances and regulations of certified inspectors and to do any and all other acts as are necessary to implement the terms of this Part.*

~~(Ord. 16-2008, 2/11/2008, §1)~~

*The following real estate transactions shall be exempted from the Certificate of Transfer and Health and Safety Inspection requirements:*

- 1. The conveyance of an owner occupied primary residential property transferring from a decedent(s) to his devisee(s) or heir(s).*
- 2. The conveyance of an owner occupied primary residential property transferring between spouses due to a divorce action.*
- 3. The conveyance of a property to a municipality, township, school district or county or its agencies pursuant to acquisition by the municipality, township, school district or county of a tax delinquent property at sheriff sale or tax claim department sale.*
- 4. The conveyance of a property to the Commonwealth or to any of its instrumentalities, agencies or political subdivisions by gift, dedication or deed in lieu of condemnation or deed of confirmation in connection with condemnation proceedings, or a reconveyance by the condemning body of the property condemned to the owner of record at the time of condemnation, which reconveyance may include property line adjustments provided said reconveyance is made within one year from the date of condemnation.*

~~§4-314. Issuance of Certificate of Transfer- Violations~~

~~Completed Water and Solid Waste Certifications shall be copied to the Property Maintenance Division. On receipt of the completed certifications the Property Maintenance Division shall prepare the Certificate of Transfer and issue the Certificate of Transfer to the Seller, or his authorized agent, and electronically to the Berks County Recorder of Deeds. The Certificate of Transfer issued to the Seller, or his authorized agent, shall be affixed to the deed when it is delivered to the Berks County Recorder of Deeds for recordation.~~

*Any person who shall violate a provision of this Part, or who shall fail to comply with any of the requirements thereof or any amendments thereof shall be subject to a charge of summary offense and the fines and/or penalties set forth herein.*

~~§4-315. Exemptions- Penalties~~

~~The following real estate transactions shall be exempted from the Certificate of Transfer and Health and Safety Inspection requirements:~~

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- ~~1. The conveyance of an owner occupied primary residential property transferring from a decedent(s) to his devisee(s) or heir(s).~~
- ~~2. The conveyance of an owner occupied primary residential property transferring between spouses due to a divorce action.~~
- ~~3. The conveyance of a property to a municipality, township, school district or county or its agencies pursuant to acquisition by the municipality, township, school district or county of a tax delinquent property at sheriff sale or tax claim department sale.~~
- ~~4. The conveyance of a property to the Commonwealth or to any of its instrumentalities, agencies or political subdivisions by gift, dedication or deed in lieu of condemnation or deed of confirmation in connection with condemnation proceedings, or a reconveyance by the condemning body of the property condemned to the owner of record at the time of condemnation, which reconveyance may include property line adjustments provided said reconveyance is made within one year from the date of condemnation.~~

*The following penalties may be levied on either or both of the seller and buyer, or new owner should either fail to comply with the terms of this ordinance:*

*1. Failure to obtain a Certificate of Transfer within 15 days of the time the property is offered for sale or transfer will result in a penalty as per the City of Reading Fee Schedule.*

*2. Failure to correct any deficiencies per the Health and Safety Inspection Report will result in penalties as stated in the Property Maintenance Code.. (Ord. 16-2008, 2/11/2008, §1)*

#### **~~§4-316. Violations. Other Causes of Action~~**

~~Any person who shall violate a provision of this Part, or who shall fail to comply with any of the requirements thereof or any amendments thereof shall be subject to a charge of summary offense and the fines and/or penalties set forth herein. (Ord. 16-2008, 2/11/2008, §1)~~

*Nothing in this Section shall preclude the City of Reading Property Maintenance Inspector instituting the appropriate proceeding at law or in equity, to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this Code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.*

(Ord. 16-2008, 2/11/2008, §1)

**§4-317. Penalties- Liability of City/Buyer/Inspector**

The following penalties may be levied on either or both of the seller and buyer, or new owner should either fail to comply with the terms of this ordinance:

1. Failure to ~~obtain a Certificate of Transfer within 15 days of the time the property is offered for sale or transfer will result in a \$100 penalty.~~ correct deficiencies per the report and/or within the terms of the rehab plan: \$1,000 and ~~any appropriate proceeding of law that could ultimately revoke the Occupancy Certificate issued by the Fire Marshal~~ eviction from dwelling. ~~All related court costs will be charged to the either or both the seller and/or buyer, or new owner.~~
2. Failure to obtain a Certificate of Transfer prior to Settlement: \$1,000 and eviction from dwelling ~~correct any deficiencies per the Health and Safety Inspection Report will result in penalties as stated in the Property Maintenance Code.~~

(Ord. 16-2008, 2/11/2008, §1)

1. *The Health and Safety Inspection report should not be construed as a full Property Maintenance Inspection and is not intended to replace such or supplement any private inspection of the condition of the property as may be deemed desirable by the property owner or other entities.*
2. *Neither the enactment of this Part nor the preparation and delivery of any document pursuant hereto shall impose any liability upon any City Inspector for any errors or omissions contained in any report nor shall the City or City Inspector bear any liability not otherwise imposed by law. The owner and subsequent buyer of any property shall remain wholly liable for compliance with the City's Property Maintenance Code [Chapter 5, Part 6], Trades Codes, the Zoning Ordinances [Chapter 27] and any and all other applicable ordinances of the City.*

**§4-318. Other Causes of Action.**

Nothing in this Section shall preclude the City of Reading Property Maintenance Official *Inspector* instituting the appropriate proceeding at law or in equity, to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this Code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be

charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

(Ord. 16 2008, 2/11/2008, §1)

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**§4-319. Liability of City/Buyer/Inspector.**

1. The Health and Safety Inspection report is issuance of a review report is not in any way a representation or guarantee by the City or any City Inspector that the property is without violations or in compliance with the applicable ordinances and codes *should not be construed as a full Property Maintenance Inspection*. Any such review shall not be deemed a "codes inspection" and is intended solely for the use of the City and is not intended to replace such or supplement any private inspection of the condition of the property as may be deemed desirable by the property owner or other entities.

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2. Neither the enactment of this Part nor the preparation and delivery of any document pursuant hereto shall impose any liability upon any City Inspector for any errors or omissions contained in any report nor shall the City or City Inspector bear any liability not otherwise imposed by law. The owner and subsequent buyer of any property shall remain wholly liable for compliance with the City's Property Maintenance Code [Chapter 5, Part 6], Trades Codes, the Zoning Ordinances [Chapter 27] and any and all other applicable ordinances of the City.

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3. Nothing herein shall be deemed to prevent a buyer and seller from entering into an agreement between them that the buyer will reimburse seller for undertaking the cost of any necessary renovations or repairs to make the property compliant with the City Property Maintenance Code [Chapter 5, Part 6] or other ordinances.

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