

BOROUGH OF TRAPPE
MONTGOMERY COUNTY, PENNSYLVANIA
ORDINANCE ____

**AN ORDINANCE OF THE BOROUGH OF TRAPPE AND
AMENDING THE CODE OF ORDINANCES TO
ESTABLISH THE RESIDENTIAL RENTAL INSPECTION
AND LICENSING PROGRAM AND TO ESTABLISH
ADMINISTRATIVE PROVISIONS, FEES AND PENALTIES
FOR VIOLATIONS THEREOF.**

The following is adopted by the Council of the Borough of Trappe, as an Ordinance which shall become a newly ordained Part ____ within Chapter ____ of the Code of Ordinances of the Borough of Trappe, Montgomery County, Pennsylvania.

PART ____: RESIDENTIAL RENTAL LICENSING AND INSPECTION

Section ____ : Purposes and Findings

- A. The purpose of this Ordinance of the Borough of Trappe shall be to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of Owners and Occupants relating to Residential Rental Units in the Borough and to encourage Owners and Occupants to maintain and improve the quality of life and quality of rental housing within the community. As a means to these ends, this Part provides for the registration of rental properties and for the inspection and licensing of Residential Rental Units thereon, to ensure said properties and Units are in compliance with Borough-adopted building, property maintenance and other codes and regulations.

- B. In considering the adoption of this Ordinance, the Borough makes the following findings:
 - 1. There is a growing concern in the community with the appearance and physical condition of many Residential Rental Units.
 - 2. There is a perception and appearance of greater incidence of problems with the maintenance and upkeep of residential properties which are not Owner-occupied as compared to those that are Owner-occupied.
 - 3. Violations of maintenance codes are generally less severe and more quickly corrected at Owner-occupied units as compared to Residential Rental Units.
 - 4. A residential rental inspection program can avoid life-threatening problems, such as lack of functioning smoke detectors, faulty mechanical equipment and inadequate or unsafe electrical equipment.

5. Renter-occupied units are more likely to be attached units than are Owner-occupied units. As a result, code violations in renter-occupied units are more likely to directly endanger neighboring residents.
6. Borough residents who rent a home deserve the same protections as Borough residents who own a home.
7. This Ordinance is enacted under the authority of the Borough Code of Pennsylvania, in specific Section 46202, Specific Powers (5), (6) and (24), and likewise in accordance to applicable provisions of the Landlord-Tenant Act of 1951, the Uniform Construction Code, the International Property Maintenance Code, the International Fire Prevention Code, the International Plumbing Code, the International Electrical Code, and the Pennsylvania Municipalities Planning Code.

Section _____ : Definitions.

As used in this Ordinance, the following terms shall have the following meanings. If a term is not defined in this section, but is defined in the Property Maintenance Code or the Uniform Construction Code, as adopted by Trappe Borough, then that definition shall apply to this section. If a term is not defined in any of these codes, but is defined in the Borough Zoning Ordinance and Subdivision and Land Development Ordinance, then the definition in such Code shall apply to this section.

AGENT – Any person designated by the Owner of a residential rental property who has charge, care or control of said residential rental property.

BOROUGH – The Borough of Trappe, Montgomery County, Pennsylvania.

BUSINESS DAYS – Days in which the offices of the Borough of Trappe are open for public business.

CODE – Any State or local code or ordinance adopted, enacted or in effect in and for the Borough of Trappe including, but not limited to, the BOCA National Building Code, the BOCA Plumbing Code, the BOCA Mechanical Code, the National Electrical Code, the BOCA Fire Prevention Code, the BOCA Property Maintenance Code, and the Trappe Borough Zoning Ordinance, applicable Pennsylvania Uniform Construction Codes, and/or other future national or international codes and/or zoning ordinance amendments that may be subsequently adopted.

CODE ENFORCEMENT OFFICER – The duly appointed Code Enforcement Officer(s) having the duty to enforce this Ordinance, the Property Maintenance Code, Uniform Construction Code, and/or similar codes of the Borough of Trappe and any assistants, deputies or police officers duly appointed. This term shall likewise include the Borough Zoning Officer.

COMMON AREA – In Multi-Unit Buildings, space which is not part of an individual Regulated Rental Unit and which is shared among Occupants of the Dwellings, Common Areas shall be considered as part of the Premises for purposes of this Ordinance.

DWELLING – A building including one or more Dwelling Units.

DWELLING UNIT – A residential living area for one household that is used for living and sleeping purposes and that has its own cooking facilities, and a bathroom with a toilet and a bathtub and/or shower.

GUEST – A person on the premises of a Regulated Rental Unit with the actual and implied consent of an Occupant of said Regulated Rental Unit.

HOTEL UNIT – Any room or group of rooms located within a hotel or motel forming a single habitable unit used or intended to be used for living and sleeping only on a transient basis for a period of less than thirty (30) days.

LANDLORD – This term shall have the same meaning as “Owner.”

MANAGER – An adult individual designated by the Owner of a Regulated Rental Unit under this Ordinance. 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.

MULTI-UNIT BUILDING – A building containing two (2) or more Dwelling Units completely separated from each other by vertical party walls including but not limited to double houses, row houses, town houses, condominiums, apartment houses, conversion apartments and converted single family dwellings.

OCCUPANT – An individual who resides in a Regulated Rental Unit.

OWNER – One more person(s), 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, but not limited to a mortgage holder who is in possession of a Regulated Rental Unit.

OWNER-OCCUPIED RESIDENTIAL UNIT – A Dwelling Unit in which at least an Owner of record of the property resides as his/her primary dwelling.

PERSON – A natural person, partnership, corporation, unincorporated association, limited partnership, trust, or any other entity.

PREMISES – Any parcel of real property in the Borough of Trappe, including the land and all buildings and structures, on which one more Residential Rental Units is located.

RESIDENTIAL RENTAL LICENSE – A document issued by the Code Enforcement Office to the owner, operator, responsible agent or manager of a Residential Rental Unit upon compliance with all applicable codes granting permission to operate a Residential Rental Unit in the Borough. Such license is required for lawful rental to third parties and occupancy by third parties of any Residential Rental Units under this Part, unless a Code Enforcement Officer has not inspected the unit or violations of the applicable codes are being corrected and the unit operates under a Residential Rental Registration, or the Residential Rental Unit is exempt from the license provisions of the Part.

RESIDENTIAL RENTAL PROPERTY – Any parcel of real estate, identified by a tax parcel number containing at least one (1) Residential Rental Unit.

RESIDENTIAL RENTAL REGISTRATION – The document issued by the Code Enforcement Department of the Borough to the Owner of a parcel of land containing at least one (1) Residential Rental Property evidencing the existence of said Residential Rental Unit(s). This registration shall be required until the Code Enforcement Officer inspects the unit and issues a Residential Rental License for each Residential Rental Unit. A Residential Rental Registration shall continue to be required for lawful rental and occupancy of Residential Rental Units under this Part, unless the Residential Rental Unit is exempt from the registration provisions of this Part. This registration does not warrant the proper zoning, habitability, safety or condition of the Residential Rental Unit in any way.

RESIDENTIAL RENTAL UNIT – A rooming unit or dwelling unit let for rent, other than an Owner-occupied residential unit, which qualifies as a dwelling unit under applicable Borough ordinances. A Residential Rental Unit shall not include a hotel/motel, hospital unit, or nursing home unit.

ROOMING HOUSE UNIT – A living unit that does not meet the definition of a Dwelling Unit and that is not within a Borough permitted hotel or bed and breakfast inn.

TENANT – An Occupant of a Residential Rental Unit with whom a legal relationship with the Owner is established by a lease or other enforceable agreement under the laws of the Commonwealth of Pennsylvania.

UNRELATED PERSONS – Two or more persons who reside in a Dwelling Unit and who are not related to each other through blood, adoption, marriage or a formal foster relationship. A person who is only related as a cousin shall be considered unrelated for the purpose of this Ordinance. The term “related” shall be restricted to the following relationships: spouse, parent, child, sibling, grandchild, great-grandchild, grandparents, great-grandparents, aunt, uncle, or any of these same relationships in a “step” or “in-law” situation.

Section _____ : Owner Duties

- A. It shall be the duty of every Owner, operator, responsible agent or manager to keep and maintain all Residential Rental Units in compliance with all applicable codes and provisions of all applicable State laws and regulations and all Borough ordinances, and to keep said Units in good and safe condition.
- B. It shall be unlawful for any person, as Owner, operator, responsible agent or manager to conduct or operate or cause to rent any Residential Rental Unit within the Borough without (1) registering the Premises upon which the Residential Rental Unit is situate, in accordance with this Section, and (2) maintaining a current and valid License for each Residential Rental Unit upon the Premises, in accordance with this Ordinance.
- C. Owners of all properties possessing one or more Residential Rental Units as of the effective date of this Ordinance shall register said units with the Borough, on forms to be provided by the Borough, within ninety (90) days from the effective date of this Ordinance. The registration of properties possessing one or more Residential Rental Units as of the effective date of this Ordinance shall be at no cost to the Owner. Owners of all properties possessing one or more Residential Rental Units and created after the effective date of this Ordinance shall register said units with the Borough, on forms to be provided by the Borough, before any Residential Rental Unit thereon is leased to a Tenant, and/or occupied by an Occupant. Registration of properties possessing one or more Residential Rental Units and created after the effective date of this Ordinance shall pay a registration fee as set forth by Borough Resolution.
- D. Every Owner, operator, responsible agent or manager shall include the an addendum, as noted herein per Section: ____E, Miscellaneous Provisions, an addendum to residential rental agreement in each lease of a Residential Rental Unit taking effect on or after July 1, 2009. Said amendment is hereby considered to be a part of every lease of a Residential Rental Unit in the Borough executed on or after January 1, 2009.
- E. Every Owner, operator, responsible agent or manager shall provide each Tenant with a copy of this Ordinance, the current Residential Rental Registration for the Premises upon which the Residential Rental Unit is situate and the License for his/her Residential Rental Unit.
- F. It shall be the responsibility of every Owner, operator, responsible agent or manager to employ policies and to manage the Residential Rental Units under his/her control in compliance with the provisions of this part, Borough codes and applicable State laws.
- G. Designation of Manager

1. If the Owner is not a full-time resident of the Borough or does not reside within a 20-mile radius of the Borough then the Owner shall designate a person to serve as Manager, who does reside or work on a daily basis within a 20-mile radius of the Borough. If the Owner is a corporation, a separate Manager shall be appointed unless an officer of the corporation is appointed as the Manager and such officer lives within a 20-mile radius of the Borough. If the Owner is a partnership, a Manager shall be required if a partner does not reside within a 20-mile radius of the Borough. Said partner shall perform the same function 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 section and under Rental Agreements with Occupants.
 2. The legal name, mailing address, daytime physical address (not a post office box), and daytime and evening telephone numbers of a person who is designated as the Manager shall be provided in writing by the Owner to the Borough, and such information shall be kept current and updated within five (5) business days after it has changed.
 3. The Manager shall be authorized to accept service of process on behalf of the Owner.
 4. In addition, an Owner may designate an agent to serve all of the same purposes of the Owner. If an Agent is so designated, the Borough is not required to provide separate notice to the Owner.
- H. The Owner and Occupants shall comply with all provisions of the Pennsylvania Landlord-Tenant Act.
- I. The Owner shall maintain acceptable physical conditions in Common Areas and the Owner shall be required to ensure that Common Areas and the outside premises are in compliance with applicable state and Borough codes and ordinances.

Section _____ : Occupant Duties

- A. The Occupant shall comply with all obligations imposed upon Occupants by this Ordinance, applicable codes and regulations of the Borough, and all applicable provisions of state law.
- B. A Residential Rental Unit shall not be occupied by more than three (3) unrelated persons, as defined herein, unless specifically permitted otherwise by the Borough Zoning Ordinance. A Residential Rental Unit shall also comply with the occupancy limits of other applicable State and local codes and regulations.

- C. Occupants shall collect and dispose of all rubbish, garbage and other waste in a clean and sanitary manner, and Occupants shall comply with Borough solid waste, sanitation and recycling regulations. Occupants shall keep the part of the premises which Occupant occupies or controls in a clean and sanitary manner.
- D. Occupants shall not engage in, nor tolerate, nor permit guests on the Premises to engage in, any conduct declared illegal under any federal statute, and/or 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 illegal sale or distribution of controlled substances under the Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. § 780-101 et seq.) or their successor laws.
- E. Occupants shall permit a Code Enforcement Officer to conduct inspections of the Premises during Borough business hours, after receiving notice from the Owner, Manager and/or the Borough.

Section _____ : Licenses and Inspections

A. License Requirement

1. A valid Residential Rental License, issued by the Borough, shall be required to be continuously maintained for each lease and/or occupied Residential Rental Unit in the Borough.
2. Within six (6) months of the effective date of this Ordinance, the Owner of a property possessing one or more Residential Rental Units as of the effective date of this Ordinance shall be required to apply for a Residential Rental License for each Residential Rental Unit at said property. Within twelve (12) months of the effective date of this Ordinance, the Owner of a property possessing one or more Residential Rental Units as of the effective date of this Ordinance shall be required to have obtained a Residential Rental License for each Residential Rental Unit at said property.
3. Owners of a property possessing one or more Residential Rental Units and created after the effective date of this Ordinance shall be required to apply for and to obtain a Residential Rental License for each Residential Rental Unit situate thereon prior to that Unit being leased to a Tenant, and/or occupied by an Occupant.
4. For a Rooming House, a single Residential Rental License shall be required for all units within the Rooming House building.
5. All applications for a Residential Rental License shall be made on forms and applications provided by the Borough.

6. A Residential Rental License shall not be issued or renewed until the Owner has provided information concerning a Manager, if applicable, and until such time as the Owner has provided the names of all Occupants residing in the Residential Rental Unit.
7. The following shall not be considered Residential Rental Units for the purpose of this ordinance:
 - a. Owner-occupied Dwelling Units, provided that not more than two (2) unrelated individuals, in addition to the Owner and his/her relatives, occupy the Unit any given time.
 - b. Hotels and motels used for and by transient visitors to the area, and without Units that serve the same purposes as Rooming House Units.
 - c. Hospitals and State-licensed nursing homes and personal care homes.
 - d. Bed and Breakfast Homes.
 - e. One Dwelling Unit that is on the same lot as a second Dwelling Unit, provided each Unit is occupied by the Owner and by persons who are related to the Owner.
 - f. On-campus dormitories owned by an accredited college or university.
8. On or before April 1st of each year the Owner shall submit a Tenancy Report to the Borough, on a form provided by the Borough. Said Tenancy Report shall include, at minimum, the name, address, and occupation of each Occupant residing in every Residential Rental Unit owned by the Owner.
 - a. Owners shall notify the Borough in writing of any change of Occupant residing in a Residential Rental Unit within ten (10) days of said change.

B. License Terms and Fee

1. Each Residential Rental License shall be valid for a period of three years from the date of issuance, or until such time as there is a change in Occupants in a Residential Rental Unit, whichever occurs first, and at which time the Residential Rental License shall expire. It is the duty of the Owner to contact the Borough so to schedule the required inspection of a Residential Rental Unit prior to the expiration of said Unit's Residential Rental License.
2. The Owner shall pay inspection and license fees as set forth by Borough Resolution.

3. The Borough may not issue or renew a Residential Rental License until such time as the Owner has paid all fines and costs arising from enforcement of this Ordinance.

C. Inspection.

1. Each Residential Rental Unit shall be subject to inspection by the Code Enforcement Officer and/or duly authorized agent under the schedule outlined in this Ordinance.
2. The Code Enforcement Officer and/or duly authorized agent shall inspect the Residential Rental Unit in accordance with Borough-adopted building, property maintenance and other codes and regulations, and applicable State codes and regulations.
3. Code Enforcement Officer and/or duly authorized agent are empowered to enforce this Ordinance and to take appropriate measures to abate violations hereof, for and on behalf of the Borough.
4. This Ordinance shall not be construed as to limit the Code Enforcement Officer's authority to conduct inspections or enforcement actions under any other Borough code or ordinance, nor shall it be construed to limit the Borough's ability to require that any property be made available for inspection whenever there is probable cause that a violation of the Borough codes or ordinances may be present.
5. To minimize disruption to Occupants, Owners are encouraged to schedule inspections during times when a Residential Rental Unit is unoccupied, between tenants, or during times when Occupants are absent from the Residential Rental Units.

Section _____ : Violations, Non-Renewal, Suspension or Revocation of License

A. Notice of Violations.

1. The Code Enforcement Officer shall provide written notice of violations of state and Borough codes and ordinances to the Owner within ten (10) days of the completion of an inspection of a Residential Rental Unit. A copy of said notice shall likewise be provided to the Occupants of the Residential Rental Unit.
2. The Owner shall be permitted thirty (30) days from the date of the written notice of violations to cure all violations enumerated therein. The only exceptions to this thirty-day cure period are as follows:

- a. In the event the Code Enforcement Officer determines a Residential Rental Unit is unfit for human habitation, and/or that the continued occupation of the Residential Rental Unit poses an imminent threat to the health, safety and welfare of the Occupants or to the neighboring Occupants/Owners, the Code Enforcement Officer shall order said Unit to be vacated immediately, and to remain vacated until conditions are corrected to the satisfaction of the Code Enforcement Officer.
- b. For serious violations that do not require the property to be vacated, the Code Enforcement Officer may require said violations be cured within twenty-four (24) hours, or any other time period as determined by the Code Enforcement Officer.
- c. For violations requiring more than thirty days to cure, the Code Enforcement Officer may grant, in his discretion, the additional time required to effect a cure, and this period shall be noted in writing and provided to the Owner.

B. Non-Renewal

1. A Code Enforcement Officer may delay and/or deny the renewal of a Residential Rental License if there are outstanding violations of Borough codes for that Residential Rental Unit that have not been corrected at the time of License renewal.
2. If the violations are not a threat to the safety of Occupants or other members of the public, a Code Enforcement Officer may permit the current Occupants to continue to reside in the Premises for a reasonable period of time established by a Code Enforcement Officer in the notice of non-renewal, with the time limit removed when the violations of Borough codes are corrected. A Code Enforcement Officer may issue a temporary Residential Rental License that is conditioned upon certain actions being taken within a maximum time period.

C. Revocation

1. The immediate revocation of the license to rent a Residential Rental Unit shall occur if a Code Enforcement Officer determines that violations of Borough codes present a threat to the safety of Occupants or other members of the public. Such revocation shall continue until violations of Borough codes are corrected and the property has been re-inspected. Upon revocation, the Owner shall take immediate steps to locate alternative housing for the Occupants.

D. Suspension

1. A Code Enforcement Officer may suspend the license to rent a Residential Rental Unit until violations of Borough codes have been corrected within a time limit established by a Code Enforcement Officer. Such suspension shall continue until such time as the violation(s) of Borough codes are corrected.
2. If the violations are not a threat to safety of Occupants or other members of the public, a Code Enforcement Officer shall permit the current Occupants to continue to reside in the Premises for a reasonable period of time established by a Code Enforcement Officer in the notice of Suspension.
3. A Code Enforcement Officer may suspend the license to rent a Residential Rental Unit if the Owner or his/her designated Manager are not available or do not respond to contacts by a Code Enforcement Officer, or if the name and contact information for the Owner or Manager are no longer valid, or if the Manager no longer represents the Owner.

E. Reinstatement

1. A Residential Rental License shall be reinstated if the Owner of a Residential Rental Unit corrects the reason for the revocation of the Residential Rental License, and the Owner has paid a Residential Rental License reinstatement fee, if any, and all other fees and fines as adopted by Borough Resolution.

F. Criteria for Determining Sanctions

1. The Code Enforcement Officer, when deciding upon the sanctions provided in this section, shall consider the following:
 - a. The effect of the violation on the health and safety of Occupants of the Residential Rental Unit, other Occupants of the Premises, and neighboring residents.
 - b. Whether the Owner has prior violations of this Code and whether those violations were satisfactorily corrected in a timely manner.
 - c. The effect of sanctions upon the Occupants, particularly when the Occupants did not cause the violation.
 - d. The actions taken by the Owner to cure the violation(s) and to prevent future violations, including any written plan submitted by the Owner and good faith efforts of the Owner to bring the property into compliance.

G. Grounds for Imposing Sanctions

1. Any of the following may subject an Owner to sanctions as provided for in this section:
 - a. Failure to abate a violation of Borough codes and ordinances that apply to the Premises within the time directed by the Code Enforcement Officer.
 - b. Refusal to permit the inspection of the Premises by a Code Enforcement Officer as required by this ordinance.
 - c. Failure to take steps to remedy and prevent violations of this ordinance by Occupants of Residential Rental Units as required by this Ordinance.

H. Procedure for Non-Renewal, Suspension or Revocation of License.

1. Following a determination that grounds for non-renewal, suspension or revocation of a Residential Rental License exist, a Code Enforcement Officer shall notify the Owner or Manager of the action to be taken and the reason therefore. Such notification shall be in writing, addressed to the Owner or Manager, and shall contain the following information.
 - a. The address of the Premises and identification of the affected Regulated Rental Unit(s).
 - b. A description of the violation which has been found to exist.
 - c. A statement that the Residential Rental License for said Residential Rental Unit(s) shall be suspended, revoked, or will not be renewed for the next License period unless the violation is corrected within the time deadline provided in the notice. In the case of a revocation, the notice shall state the date upon which such revocation will commence.
 - d. A statement that during the Residential Rental License non-renewal or revocation, the property shall not be rented for occupancy except for any temporary conditional license extension that a Code Enforcement Officer may issue.
 - e. Information regarding the Appeal process.

I. Appeals

1. All Appeals shall be conducted in accordance with Local Agency Law, 2 Pa. C.S.A. 751 and 752.

J. Notifications

1. Notices of violations and Residential Rental License suspensions, revocations and non-renewal shall be sent to the Owner, and Manager, if applicable, by certified mail. In the event that the notice by the postal authorities marked "unclaimed" or "refused," then the Code Enforcement Officer shall attempt delivery by personal service on the Owner or Manager if applicable. The Code Enforcement Officer shall also post the notice at a conspicuous place on the Premises.
2. The Borough shall not be responsible for failing to provide notice where the Owner has not provided a current name and address for the Owner or the Manager for the Rental Unit.
3. For purposes of this action, any notice required hereunder to be given to a Manager shall be deemed as notice given to the Owner.
4. There shall be a presumption that any notice required to be given to the Owner under this section shall have been received by such Owner if the notice was given to the Owner in the manner provided by this Ordinance.
5. A claimed lack of knowledge by the Owner of any violation hereunder cited shall not be a defense to Residential Rental License non-renewal, suspension or revocation or an eviction order as long as all required notices involving such proceedings have been sent to the last known address of the Owner.

Section _____ : Violation and Penalties

A. Basis for Violations

1. It shall be unlawful for any Person, as either Owner or Manager of a Residential Rental Unit, to operate said Units without (a) registering the Premises possessing said Residential Rental Unit(s); and/or (b) maintaining a valid and current Residential Rental License, as issued by the Borough and authorizing such operation. It shall be unlawful for any Person, either Owner or Manager, to allow the number of Occupants of a Residential Rental Unit to exceed the maximum number allowed by Borough Codes, or to violate any other provision of this Ordinance. It shall be unlawful for any Owner, Manager or Occupants to violate this Ordinance.

B. Penalties

1. The penalties and remedies for a violation of Borough codes shall be as established in such other Code.
2. Any Person who violates any provision of this Ordinance shall upon conviction thereof in a District Court be liable of a fine of up to Five Hundred Dollars (\$500.00) plus court costs, attorneys fees, and associated expenses.

3. If an Owner fails to obtain a Residential Rental Registration for a property, and/or fails to obtain a Residential Rental License for a Residential Rental Unit, in accordance to this Ordinance, a fine of up to Five Hundred Dollars (\$500.00) per property and/or per Residential Rental Unit, per day, shall apply.
 - a. For each day that a violation continues to exist after the time limit established for correction of the violation by a Code Enforcement Officer without same having been appealed, a separate offense shall have been deemed to have occurred for which Owner may be fined separately.

C. Non-exclusive Remedies

1. The penalty provisions of this Ordinance and the Residential Rental License non-renewal, suspension and revocation procedures provided in this Ordinance shall not limit the ability of the Borough to enforce other Borough codes, regulations or ordinances, nor shall said penalty provisions limit the ability of the Borough to utilize the penalties, remedies and procedures under such Borough ordinances and State or Federal law, if applicable.

Section ____ : Miscellaneous Provisions

A. Changes in Ownership/Occupancy

1. Each Owner of a Residential Rental Unit shall notify the Code Enforcement Officer in writing within seven (7) business days after any change in Ownership of the Premises or of the number of Residential Rental Units on the Premises, and to submit new contact information. Failure to so notify the Code Enforcement Officer shall be considered a violation of this Ordinance.
2. The Owner shall notify the Code Enforcement Officer in writing within a maximum of seven (7) business days after the changing of a Dwelling Unit from Owner-Occupied to being a Regulated Rental Unit for purposes of this Ordinance. Failure to so notify the Code Enforcement Officer shall be considered a violation of this Ordinance.

B. Owners Separately Responsible

1. If any Residential Rental Unit is owned by more than one Person, in any form of joint tenancy, as a partnership, or otherwise, such Person shall be jointly and severally responsible for the duties imposed under the terms of this Ordinance, and shall be separately subject to prosecution for the violation of this Ordinance.

C. Severability

1. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid by a court of law, such holding shall not affect the other provisions or 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.

D. Repealer

1. All ordinances or parts of ordinances which clearly are inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

E. Addendum to the Rental Agreement

1. In accordance with Section: ____D, Owner Duties, the addendum to the lease of a Residential Rental Unit shall be in the form as follows:

ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

This Addendum to Residential Rental Agreement is made this __ day of _____, 200__, and is incorporated into and shall be deemed to amend and supplement the Residential Rental Agreement made by the undersigned Tenant(s) and Owner, their heirs, successors and assigns, dated _____, 200__. The Residential Rental Agreement and this Addendum pertain to the Premises described in said Agreement and located at _____. This Addendum is required by the Residential Rental Inspection and Licensing Program Ordinance of the Borough of Trappe.

ADDITIONAL COVENANTS AND OBLIGATIONS

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

A. Landlord's Obligations

1. The landlord shall keep and maintain the leased Premises in compliance with all applicable Codes and Ordinances of the Borough of Trappe and all applicable State laws and shall keep the leased Premises in good and safe condition.
2. The Manager for the Rental Unit shall be as follows:
Name:
Mailing Address:
Physical Address:
Daytime 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:

B. Tenant's Obligation(s)

1. The Tenant(s) shall comply with all applicable Codes and Ordinances of the Borough of Trappe and all applicable State laws.
2. The Tenant(s) 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 applicable Trappe ordinances and State laws.
3. The Tenant(s) shall not cause, nor permit nor tolerate to be caused, damage to the premises that is beyond standard wear and tear.
4. The Tenant(s) agrees to make the Rental Unit available for a scheduled inspection by Borough Code Enforcement Officers during reasonable hours after the Tenant receives advance notice from the Owner or Manager of the Rental Unit that the Borough has requested an inspection.
5. The Tenant(s) acknowledges and agrees that this tenancy is subject to the provisions of the Residential Rental Inspection and Licensing Program Ordinance of the Borough of Trappe and that failure to comply with such ordinance may result in eviction of occupants or suspension or revocation of the Owner's privilege to rent a residential unit.
6. The Tenant(s) acknowledges and the Landlord confirms that Landlord provide a copy of Inspection and Licensing Program Ordinance of the Borough of Trappe to Tenant(s).

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

F. Enactment and Effective Date

1. This is hereby enacted as an Ordinance of the Borough of Trappe, Montgomery County, Pennsylvania, and shall become a newly ordained Part ___ within Chapter ____, Ordinances of the Borough of Trappe and shall take effect on January 1, 2009.

COUNCIL OF THE BOROUGH OF TRAPPE

BY:

President

Mayor

ATTEST:

Secretary