

Chapter 130

RENTAL PROPERTIES

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[HISTORY: Adopted 10-12-2009 by Ord. No. 2009-07.]

§ 130-1. General

A. Purpose/Scope/Declaration of Policy and Findings/Short Title.

1. It is the purpose of this Ordinance and policy of the Council of the Borough of South Greensburg to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of Owners and Occupants in the rental of certain dwelling units in the Borough and to encourage Owners and Occupants to maintain and improve the quality of rental housing within the community. It is also the policy of the Borough that Owners, Managers and Occupants of rental properties share responsibility for obeying the various Codes adopted for the protection of the public health, safety, welfare and well-being. As a means to those ends, this Ordinance provides for a system of inspections, the issuance and renewal of occupancy licenses and sets penalties for violations. This Ordinance shall be liberally construed and applied to promote its purposes and policies.
2. In considering the adoption of this Ordinance, the Council of the Borough of South Greensburg makes the following findings:
 - a. There is a greater incidence of violations of various Codes of the Borough on residential properties where Owners do not reside in the Borough and rent such property to three (3) or more unrelated individuals than at Owner-occupies residential properties or family-occupied residential rental properties.
 - b. There is a greater incidence of decline in the maintenance and upkeep of residential properties where Owners do not reside in the Borough and rent such property to three (3) or more unrelated individuals than at Owner-occupied residential properties or family-occupied residential rental properties.
 - c. There is a greater incidence of disturbances which adversely affect the peace and quiet of the neighborhood at residential properties where Owners rent to three (3) or more unrelated individuals than at Owner-occupied residential properties or family-occupied residential rental properties.
3. This Ordinance shall be hereafter known as the "Borough of South Greensburg Regulated Rental Unit Occupancy Ordinance."

B. Definitions.

BOROUGH - the Borough of South Greensburg, Westmoreland County, Pennsylvania.

CODE - Any CODE or ordinance adopted, enacted, and/or in effect in and for the Borough concerning fitness for habitation or relating to the construction, maintenance, repair, operation, occupancy, use or appearance of any PREMISES or DWELLING UNIT, AS SAME MAY EXIST ON THE DATE THIS ORDINANCE BECOMES EFFECTIVE, OR AS SAME MAY BE AMENDED FROM TIME TO TIME, OR AS MAY BE HEREAFTER ENACTED BY THE BOROUGH RELATING TO SAME.

CODE OFFICER - Any duly appointed BUILDING CODE OFFICIAL, BUILDING INSPECTOR and/or CODE ENFORCEMENT OFFICER(S) in charge of the enforcement of any Code, Ordinance or law within the Borough, and/or any assistants or deputies thereof.

COMMON AREA - In MULTIPLE UNIT DWELLINGS, space which is not part of a REGULATED RENTAL UNIT and which is shared with other OCCUPANTS of the DWELLING whether they reside in REGULATED DWELLING UNITS or not. COMMON AREAS shall be considered as part of the PREMISES for purposes of this Ordinance.

DISRUPTIVE CONDUCT - Any form of conduct, action, incident or behavior perpetrated, caused or permitted by any OCCUPANT or visitor of REGULATED DWELLING UNIT that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other PERSONS or reasonable sensibility in their peaceful enjoyment of their PREMISES such that a complaint is made to POLICE complaining of such conduct, action, incident or behavior. It is not necessary that such conduct, action, incident or behavior constitutes a criminal offense, nor is it required that criminal charges be filed for a PERSON to have perpetrated, caused, or permitted the commission of DISRUPTIVE CONDUCT. Provided, however, that no DISRUPTIVE CONDUCT shall be deemed to have occurred unless the POLICE investigate and make a determination that such occurred and prepare a DISRUPTIVE CONDUCT REPORT of such occurrence.

DISRUPTIVE CONDUCT REPORT - A written report of DISRUPTIVE CONDUCT on a form to be prescribed by the Borough, to be completed by the POLICE OFFICER, as the case may be, who actually investigates an alleged incident of DISRUPTIVE CONDUCT. A copy of all DISRUPTIVE CONDUCT REPORTS shall be maintained by the Chief of Police and Borough Secretary.

DWELLING - A building have one or more DWELLING UNITS.

DWELLING UNIT - A room or group of rooms within a DWELLING, forming a single unit and used for living and sleeping purposes, having its own cooking facilities, and a bathroom with a toilet and bathtub or shower.

GUEST - Any PERSON on the PREMISES with the actual or implied consent of the OWNER or an OCCUPANT.

LANDLORD - Any corporation, partnership, entity or one or more PERSONS, jointly or severally, vested with all or part of the legal title to the PREMISES, or all or part of the beneficial ownership and a right to present use and enjoyment of the PREMISES, including a mortgage holder in possession of a REGULATED RENTAL UNIT. (See also "OWNER").

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

MULTIPLE-UNIT DWELLING - a building containing two (2) or more independent **DWELLING UNITS**, including, but not limited to, a duplex, row houses, town houses, condominiums, apartment buildings and conversion apartments.

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

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

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

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

POLICE - The **POLICE** Department of the Borough of South Greensburg, the Chief of Police or any properly authorized member or officer thereof, or any other law enforcement agency having jurisdiction within the Borough.

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

REGULATED RENTAL UNIT - A **DWELLING UNIT** occupied by three (3) or more unrelated **PERSONS** under a **RENTAL AGREEMENT**.

RENTAL AGREEMENT - A written or oral agreement, installment land sale contract, agreement of sale, or other written or oral understanding or Agreement entered between **OWNER/LANDLOR** and **OWNER/TENANT**, supplemented by the Addendum required this Ordinance, embodying the terms and conditions concerning the use and of a specified **REGULATED RENTAL UNIT** or **PREMISES**, together with and including any sub-lease or agreement to sub-let thereunder.

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

UNRELATED - Of or pertaining to three (3) or more **PERSONS** not related to one another through blood to the level of second cousins, adoption or marriage.

§ 130-2. Owner's duties.

A. General.

1. It shall be the duty of every **OWNER** to keep and maintain all **REGULATED RENTAL UNITS** in compliance with all applicable Codes and provisions of all other applicable state laws and regulations and local ordinances, and to keep such property in good safe condition.

2. As provided for in this Ordinance, every OWNER shall be responsible for regulating the proper and lawful use and maintenance of every DWELLING which he, she or it owns. As provided for in this Ordinance, every OWNER shall also be responsible for regulating the conduct and activities of the OCCUPANTS of every REGULATED RENTAL UNIT or upon its PREMISES.
3. In order to achieve those ends, every OWNER of a REGULATED RENTAL UNIT shall be responsible for the conduct and activity of the OCCUPANTS thereof, both contractually and through enforcement, as more fully set forth below.
4. This Section shall not be construed as diminishing or relieving, in any way, the responsibility of OCCUPANTS or their GUESTS for their conduct or activity; nor shall it be construed as an assignment, transfer, or projection over or onto any OWNER of any responsibility or liability which OCCUPANTS or their GUESTS may have as a result of their conduct or activity under any private cause of action, civil or criminal enforcement proceeding, or criminal law; nor shall this section be construed so as to require an OWNER to indemnify or defend OCCUPANTS or their GUESTS when any such action or proceeding is brought against the OCCUPANT based upon the OCCUPANT'S conduct or activity. Nothing herein is intended to impose any additional civil or criminal liability upon OWNERS other than that which is imposed by existing law.
5. This Ordinance shall not be deemed or construed to limit any other enforcement remedies which may be available to the Borough against an OWNER, OCCUPANT, or GUEST thereof.

B. Maintenance of premises.

1. The OWNER shall maintain the PREMISES in compliance with the applicable CODES and Ordinances of the Borough, together with all applicable laws of the Commonwealth of Pennsylvania and shall regularly perform all routine maintenance, including but not limited to, lawn mowing and ice and snow removal, and shall promptly make any and all repairs necessary to comply with same.

All Occupants of REGULATED DWELLING UNITS shall be hereafter provided with the NOTICE attached hereto as Appendix "A." No oral leases and no oral modifications thereof are permitted. All disclosures and information required to be given to OCCUPANTS by the OWNER shall be furnished at or before the signing of the RENTAL AGREEMENT. The OWNER shall obtain the signature of each Occupant thereupon, provide OCCUPANT with copies of the Addendum, and file the original within five (5) days of execution with the Secretary of South Greensburg Borough.

2. Terms and Conditions. OWNER and OCCUPANT may include in a RENTAL AGREEMENT terms and conditions not prohibited by this Ordinance or other applicable ordinances, regulations, and laws, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.
3. Prohibited Provisions. Except as otherwise provided in this Ordinance, no RENTAL AGREEMENT may provide that the OCCUPANT or OWNER agrees to waive or forego rights or remedies under this Ordinance. Any provision prohibited by this subsection included in a RENTAL AGREEMENT may not be raised as a defense in any enforcement proceeding under this Ordinance.

C. Common Areas.

Where an OWNER does not by the terms of a lease regulate the use of COMMON AREAS or the behavior of OCCUPANTS and/or GUESTS in the COMMON AREAS, the OWNER shall be

deemed directly responsible for the behavior of OCCUPANTS and GUESTS in the COMMON AREA as if the OWNER were an OCCUPANT.

D. Inspection by Borough.

The OWNER shall permit inspections of any PREMISES by any CODE OFFICER at reasonable times upon reasonable notice.

E. Compliance with Terms of Ordinances.

No OWNER shall let, lease, permit or approve a sub-lease, or otherwise enter into any RENTAL AGREEMENT for a REGULATED RENTAL UNIT, or cause to let, lease, permit or approve a sub-lease, or otherwise enter into any RENTAL AGREEMENT for a REGULATED RENTAL UNIT without first applying for a LICENSE under this Ordinance and submitting the PREMISES for inspection by the CODE ENFORCEMENT OFFICER or other representative of the Borough to ensure the compliance with the terms of this Ordinance and/or any other Ordinance of the Borough associated with or applicable to, the occupancy of rental units within the Borough and/or building codes and standards associated with same. No OWNER shall let, lease, permit or approve a sub-lease or otherwise enter into any RENTAL AGREEMENT for a REGULATED RENTAL UNIT, where either the terms of the RENTAL AGREEMENT and/or the physical condition of the premises fails to comply with all terms and conditions of this Ordinance or any other Ordinance in effect in the Borough applicable to same, such other Ordinances being deemed to include, but not be limited to the Borough's Property Maintenance Ordinance and the PENNSYLVANIA UNIFORM CONSTRUCTION CODE as adopted and implemented by the Borough. The failure to comply with this provision, or any other provision or requirement of this Ordinance shall be a violation thereof and subject the violating party to any and all sanctions, penalties and/or remedies available to the Borough as set forth herein.

§ 130-3. Occupant Duties.

A. General.

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

B. Health and Safety Regulations.

1. The maximum number of persons permitted within any REGULATED RENTAL UNIT at any time shall not exceed one (1) person for each fifty (50) square feet of habitable floor space in said REGULATED RENTAL UNIT. Habitable floor space shall exclude all hallways, bathrooms, closets and other storage areas on the property. The maximum number of persons permitted in the COMMON AREAS of any MULTIPLE-UNIT DWELLING at any time shall not exceed one (1) person for each twenty-five (25) square feet of COMMON AREA on the PREMISES. The maximum number of persons permitted on the exterior of the premises of any REGULATED RENTAL UNIT at any time shall not exceed one (1) person for every one-hundred fifty (150) square feet of exterior area.
2. No REGULATED RENTAL UNIT shall be occupied by more than five (5) unrelated persons.

C. Peaceful Enjoyment.

All OCCUPANTS shall conduct themselves and require other PERSONS, but not limited to, GUESTS on the PREMISES and within their REGULATED RENTAL UNIT with his or her

consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of adjacent or nearby DWELLINGS by the PERSONS occupying same.

D. Residential Use.

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

E. Illegal Activities.

No OCCUPANT shall engage in, tolerate or permit others on the PREMISES to engage in any conduct declared illegal under Pennsylvania Crimes Code (18 Pa. C.S. A 101, et seq), the Pennsylvania Liquor Code (47 P.S. 1-101 et seq), or The Controlled Substance Drug, Device and Cosmetic Act (35 P.S. 780-101 et seq).

F. Disruptive Conduct.

1. No OCCUPANT shall engage in, tolerate or permit others on the PREMISES to engage in DISRUPTIVE CONDUCT, Illegal Activities as set forth above, or other violations of this or any other Ordinance in effect within the Borough.
2. When POLICE investigate an alleged incident and find that the reported incident constituted "DISRUPTIVE CONDUCT" as defined herein, they shall complete a DISRUPTIVE CONDUCT REPORT. The report shall include, if possible, the identity or identities of the alleged perpetrator(s) of the DISRUPTIVE CONDUCT and all other obtainable information including the factual basis for the DISRUPTIVE CONDUCT reported. All reports shall be forwarded to the Chief of Police.
3. The Police shall thereafter mail a copy of the DISRUPTIVE CONDUCT REPORT to the OWNER and OCCUPANT(S) within five (5) working days.

G. Enforcement.

1. Within five (5) days after receipt of written notice from the Chief of Police that an OCCUPANT of a REGULATED RENTAL UNIT has violated a provision of this Ordinance, the OWNER shall take immediate steps to remedy the violation and assure there is not a reoccurrence of the violation.
2. Within ten (10) days after receipt of a notice of violation, the OWNER shall file with the Chief of Police a report, on a form provided by the Borough, setting forth what action the OWNER has taken to remedy the violation and what steps he or she has taken to prevent a reoccurrence of the violation. The report shall also describe and detail a plan the OWNER will implement in the future if the violation reoccurs.
3. The Chief of Police shall forward a copy of such Notice and the OWNER'S report to the Mayor of the Borough for review and/or approval. The Mayor may approve such plan or modify same to ensure that adequate provisions have been included to prevent a recurrence of the violation. Thereafter, the OWNER shall, on his or her initiative, enforce the plan. The failure to do so shall be a violation of this Ordinance and result in that remedial action set forth hereafter.
4. In the event that a second violation occurs within a license year involving the same OCCUPANT or OCCUPANTS, such violation shall be reported to the Borough Council. Thereafter, Council may, in addition to any other remedy set forth herein, direct the OWNER to evict the OCCUPANTS who violated the Ordinance and not permit the OCCUPANTS to occupy the PREMISES during any subsequent licensing period.

§ 130-4. Licenses and Inspection.

A. License Requirement.

1. Prior to the entry into a RENTAL AGREEMENT or permitting the occupancy of any REGULATED RENTAL UNIT the OWNER of every such REGULATED RENTAL UNIT shall apply for and obtain a License for each REGULATED RENTAL UNIT from the Borough.
2. A License shall be required for all REGULATED RENTAL UNITS.
3. A License shall not be required for MULTIPLE-UNIT DWELLINGS, provided, however, that license shall be required for each REGULATED RENTAL UNIT existing within the MULTIPLE-UNIT DWELLING structure. The foregoing notwithstanding, all other provisions of this Ordinance shall apply to the COMMON AREAS of the structure.
4. The application for the License shall be in a form as determined by the Borough.
5. The OWNER shall maintain a current list of OCCUPANTS in each REGULATED DWELLING UNIT. Such list shall include the name, permanent address and permanent telephone number of each OCCUPANT. The OWNER shall furnish the list to the Borough along with the License Application and shall notify the Borough of any changes in the number of OCCUPANTS so that revisions can be made to the License.

B. Annual License Term, Fee and Occupancy Limit.

1. Each License shall have an annual term running from July 1 through June 30 of the next year.
2. Upon application for a License and prior to issuance or renewal thereof, each applicant shall pay to the Borough an annual License and Inspection Fee, in an amount to be designated by Council pursuant to §1-16 herein. Such designation may provide for more than one fee scale for different categories of PREMISES, as defined in the resolution of Council making the designation. Such resolution shall also provide for the manner in which the initial Licensing of REGULATED RENTAL UNITS under this Ordinance will be administered.
3. The License shall indicate thereon the maximum number of OCCUPANTS in each REGULATED RENTAL UNIT and the names of each OCCUPANT of same.
4. A copy of the License shall be kept in the REGULATED RENTAL UNIT and made available for inspection by the Borough or Police during any investigation of a DISTURBANCE herein.

C. Inspection.

1. All PREMISES shall be subject to an inspection by any CODE OFFICER or another duly authorized agent of the Borough. Such inspection may take place when an application is submitted for a License, or at any time during the year.
2. Any violations or deficiencies determined to exist by the CODE OFFICER shall be remedied pursuant to the terms of the Ordinance under which the violation or deficiency occurs as such Ordinance may be in effect within the Borough at the time the inspection occurs.
3. The failure of an OWNER or OCCUPANT to permit access to the PREMISES to perform any such inspection, or the failure to correct any violation or deficiency within time limitations established for same, shall be cause for the denial of any LICENSE to occupy the PREMISES.

D. Search Warrants.

In the event the Police or CODE OFFICER are denied access to a PREMISES following request, upon a showing of probable cause that a violation of this Ordinance or any other Ordinance of the Borough has occurred, or upon a showing that the Police or CODE OFFICER are otherwise entitled under the laws of the Commonwealth of Pennsylvania to the issuance of a warrant or an Administrative Warrant, the Police or CODE OFFICER shall apply to the Magisterial District Judge or other Authority having jurisdiction in the Borough for a search warrant to enter and inspect the PREMISES, or to obtain from the OWNER of the PREMISES any such evidence that a violation of this Ordinance, or any other Ordinance herein described, has occurred or is occurring.

§ 130-5. Grounds for Non-Renewal, Suspension or Revocation of License.

A. General.

The Council of South Greensburg Borough, or those representatives thereof herein described, may initiate or cause the initiation of disciplinary action against an OWNER including, but not limited to the initiation of a CORRECTIVE ACTION PLAN, non-renewal, suspension and/or revocation of the OWNER'S License, following a finding that DISRUPTIVE CONDUCT has occurred on the property or for violation of any provision of this Ordinance that imposes a duty upon the OWNER for failing to regulate the breach of duties by OCCUPANTS as provided hereafter.

B. Remedial Measures Defined.

Remedial measures imposed by the Borough may include, but shall not be limited to, the following:

1. **Corrective Action Plans** - Following the receipt of a DISRUPTIVE CONDUCT REPORT and a finding that DISRUPTIVE CONDUCT has occurred, the Borough shall require the OWNER to submit a CORRECTIVE ACTION PLAN detailing how the OWNER has corrected or intends to correct the DISRUPTIVE CONDUCT. Such report shall be in writing, dated and signed by the OWNER. Following submission of such report, the Mayor may affirm, modify or reject such plan in its entirety and notify OWNER of same. In the event of a total rejection of the OWNER'S plan, the Mayor shall prepare a corrective action plan on behalf of the Borough and notify OWNER of same. The failure of the OWNER to submit a Corrective Action Plan within five (5) days of the date of any Notice to the OWNER to submit same shall be a violation of this Ordinance and shall cause the Mayor to prepare and enforce a CORRECTIVE ACTION PLAN to remedy the DISRUPTIVE CONDUCT. Nothing in this paragraph shall be deemed or construed to prevent the Borough from making any other remedial measures available to it at law, in equity or under the terms of this Ordinance.
2. **Non-Renewal** - The denial of the privilege to apply for License renewal after expiration of the License term. The Borough may permit the OWNER to maintain OCCUPANTS in the PREMISES until the end of the license term but will not accept applications for renewal of the License until a time set by Borough Council.
3. **Suspension** - The immediate loss of the privilege to rent REGULATED RENTAL UNITS for a period of time set by Borough Council. The OWNER, after the expiration of the suspension period, may apply for License renewal without the need to show cause why the OWNER'S privilege to apply for a License should be reinstated. Upon suspension, the OWNER shall take immediate steps to evict the OCCUPANTS.
4. **Revocation** - The immediate loss of the privilege to rent REGULATED RENTAL UNITS for a period of time set by Borough Council and the loss of the privilege to apply for renewal of

the License at the expiration of the time period. Upon the loss of privilege to rent, the OWNER shall take immediate steps to evict the OCCUPANTS.

5. In the event the OWNER fails to take action to evict the OCCUPANTS after receiving Notice to do so, then the Borough may initiate any action, at law or in equity, to evict such OCCUPANTS and collect all costs and expenses thereof, including reasonable attorney's fees, from the OWNER. Such costs, expenses and attorney's fees shall be collected by the Borough through any action available to the Borough for the collection of debt, including, but not limited to, the initiation of a civil action or the filing of a municipal claim against the property and execution upon same.

C. Consideration in Applying Remedial Measures.

The Police, Chief of Police and Borough Council, when issuing a DISRUPTIVE CONDUCT REPORT and/or in reviewing, recommending and/or applying any remedial measures hereunder, shall take into consideration the following factors:

1. The effect of the violation on the health, safety and welfare of the OCCUPANTS of the REGULATED RENTAL UNIT and other residents of the PREMISES.
2. The effect of the violation on the neighborhood and/or the occupants of surrounding properties.
3. Whether the OWNER has prior violations of this Ordinance and other Ordinances of the Borough or has received notices of the violations as provided for in this Ordinance.
4. Whether the OWNER has been subject to disciplinary proceedings under this Ordinance.
5. The effect of disciplinary action on the OCCUPANTS.
6. The action taken by the OWNER to remedy the violation and to prevent future violations, including any written plan submitted by the OWNER.
7. The policies and lease language employed by the OWNER to manage the REGULATED DWELLING UNIT to enable the OWNER to comply with the provisions of this Ordinance.
8. In addition to applying discipline as set forth above, the CODE OFFICER may recommend, and Borough Council may impose upon the existing or subsequent licenses reasonable conditions related to fulfilling the purposes of this Ordinance.

D. Grounds to Taking Remedial Measures.

Any of the following may subject an OWNER to those remedial measures as provided for in this Article:

1. Failure to abate a violation of this Ordinance and other applicable Codes and Ordinances that apply to the PREMISES within the time directed by the Borough.
2. Engaging in conduct that interferes with or otherwise thwarts or impedes the inspection of the PREMISES by the Police, CODE OFFICER, or any other designated agent of the Borough as required by this Ordinance or in the enforcement of this Ordinance.
3. Failure to take steps to remedy and prevent violations of this Ordinance by OCCUPANTS of REGULATED RENTAL UNITS as required by this Ordinance.
4. Failure to file and implement an approved plan to remedy and prevent violations of this Ordinance by OCCUPANTS of a REGULATED RENTAL UNIT as required by this Ordinance.
5. Failure to evict OCCUPANTS after having been directed to do so by the BOROUGH as provided for in this Ordinance.

6. Thee (3) related or unrelated violations of this Ordinance or any other Ordinance of the Borough that apply to the PREMISES within a License term. For purposes of this Ordinance, there need be no criminal conviction before a violation may be found to exist. Before a prior violation can be considered under this Section, the OWNER must have received notice in writing of each violation pursuant to the terms of this Ordinance.

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

1. Notification - Following a determination by the Borough that grounds for non-renewal, suspension or revocation of a License exist, the Borough shall notify the OWNER of the action to be taken and the reasons for same. Such notification shall be in writing, addressed to the OWNER in question, and shall contain the following information:
 - a. The address of the PREMISES in question and identification of the particular REGULATED RENTAL UNIT(S) affected.
 - b. A description of the violation which has been found to exist.
 - c. A statement that the License for said REGULATED RENTAL UNIT(S) shall be either suspended or revoked, or will not be renewed for the next License Year beginning July 1. In the case of a suspension or revocation, the notice shall state the date upon which such suspension or revocation will commence, and in the case of a suspension, shall also state the duration of said suspension.
 - d. A statement that, due to the non-renewal, suspension or revocation (as the case may be), the OWNER or any PERSON acting on his, her or its behalf is prohibited from renting, letting, or permitting occupancy of the DWELLING UNIT(S) by more than three (3) unrelated individuals subject to said enforcement action, from and during the period said action is in effect.
 - e. A statement informing the OWNER that he, she or it has a right to appeal the decision suspending, revoking or declining to renew the License to Borough Council, by submitting in writing to the Borough Secretary, within ten (10) days from the date printed on the Notice, a detailed statement of the appeal including the grounds therefore and the reason(s) alleged as to why the determination of the Borough Council is incorrect or should be overturned. The appeal shall contain a statement of the relief requested by the appellant. Such notice of appeal may be required to be submitted on a form to be prescribed therefore by Borough Council, to be signed by the appellant. There is hereby imposed a fee for filing of such appeals, the amount of which shall be determined and established from time to time by Resolution of Borough Council.
 - f. Upon receipt of such an appeal in proper form, accompanied with the requisite filing fee, the Borough Secretary shall schedule a hearing before Borough Council not more than thirty (30) days from the date on which the appeal is filed.
 - g. The appellant shall receive notice of the hearing on the appeal. Notice of the hearing on appeal shall be sent to the APPELLANT by Regular U.S. Mail at the mailing addresses maintained for same in the South Greensburg Borough Tax Office. Notice of the hearing shall be published in a newspaper of general circulation within the Borough on one (1) occasion, such Notice appearing not less than seven (7) days prior to the date of the hearing. No other notice shall be required.
 - h. The hearing on the appeal shall be conducted by Borough Council. The appellant and all other parties having an interest may be heard. Based on the facts and arguments of the appellant and of the POLICE or other public official(s) involved, and any relevant factual presentations of other parties, Borough Council shall make a decision affirming, reversing

or modifying the prior action from which the appeal was taken. Such decision shall be rendered at a public meeting either immediately following the hearing, or within thirty (30) days thereafter. The decision shall be reduced to writing stating clearly the factual and legal basis for the decision, with forty-five (45) days after the hearing. If the Borough Council deems it necessary or desirable, it may continue the hearing to a subsequent time and date not later than thirty (30) days from the initial hearing, which time and date shall be openly announced at the initial hearing and in such case, the time limits for rendering the decision and reducing it to writing set forth herein shall be calculated from the last hearing date (at which the substance of the decision is orally announced).

2. Delivery of Notification - All Notices shall be sent to the OWNER by regular First-Class U.S. Mail, postage pre-paid. Such Notice shall also be posted at a conspicuous place on the PREMISES.

§ 130-6. Violations and Penalties.

A. Violations.

It shall be unlawful for any PERSON or OWNER of a REGULATED RENTAL UNIT for which a License is required, to operate without a valid, current License issued by the Borough authorizing such operation. It shall also be unlawful for any PERSON or OWNER to allow the number of OCCUPANTS of a REGULATED RENTAL UNIT to exceed the maximum limit as set forth on the License, or to violate or fail to otherwise comply with any CORRECTIVE ACTION PLAN or any other term or provision of this Ordinance. IT SHALL BE LIKEWISE UNLAWFUL FOR ANY OCCUPANT TO VIOLATE ANY TERM OR PROVISION OF THIS ORDINANCE.

B. Penalties.

Any violation of this Ordinance shall constitute a summary offense punishable, upon conviction thereof by a District Justice, by a fine not less than Three Hundred Dollars (\$300.00) nor more than One Thousand Dollars (\$1,000.00) plus costs of prosecution or, in default of payment of such fine and costs, by a term of imprisonment not to exceed thirty (30) days for each offense. Each day a violation continues shall constitute a separate and distinct offense without the necessity of filing a separate citation.

C. All Remedies Cumulative.

The penalty provisions of this Article and the License renewal, non-renewal, suspension and revocation procedures provided in this Ordinance shall be independent, separate and cumulative remedies, all of which shall be available to the Borough as may be deemed appropriate for carrying out the purposes of this Ordinance. The remedies and procedures provided in this Ordinance for violation hereof are not intended to supplant or replace, to any degree, the remedies and procedures available to the Borough in the case of a violation of any other Code or Ordinance of the Borough, whether or not such other Code or Ordinance is referenced in this Ordinance and whether or not an ongoing violation of such other Code or Ordinance is cited as the underlying ground for a finding of a violation of this Ordinance. The penalty provisions and remedies contained in this Ordinance are intended to be cumulative. Nothing in this Ordinance shall be deemed or construed to prevent the Borough from engaging in any other remedies to which it may be entitled, at law, in equity or otherwise.

§ 130-7. Miscellaneous Provisions.

A. Notices.

1. There shall be a rebuttable presumption that any notice required to be given to the OWNER under this Ordinance shall have been received by such OWNER if the notice was given to the OWNER in the manner provided by this Ordinance.
2. A claimed lack of knowledge by the OWNER of any violation hereunder cited shall be no defense to License non-renewal, suspension or revocation proceedings as long as all notices prerequisite to institution of such proceedings have been given and deemed received in accordance with the applicable provisions of this Ordinance.

B. Changes in Ownership Occupancy.

It shall be the duty of each OWNER of a REGULATED RENTAL UNIT to notify the Borough Secretary, in writing, of any change in Ownership of the PREMISES or of the number of REGULATED RENTAL UNITS on the PREMISES. It shall also be the duty of the OWNER to notify the Borough Secretary, in writing, of any increase in the number of OCCUPANTS in any REGULATED RENTAL UNIT or of the changing of a DWELLING UNIT from OWNER-OCCUPIED to NON-OWNER OCCUPIED, which thereby transforms the DWELLING into a REGULATED RENTAL UNIT for purposes of this Ordinance.

C. Owners Severally Responsible.

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

D. Severability.

The terms, provisions and applications of this Ordinance are severable. If any provision of this Ordinance or the application thereof to any PERSON or circumstance is held invalid, such holding shall not affect the remaining provisions or applications of this Ordinance. The remaining provisions and/or applications of this Ordinance shall remain in full force and effect without the invalid provision or application.

E. Repealer.

All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.