

Ord

Ordinance 2023-01

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 and safe condition.
- (2) As provided for in this article, every owner shall be responsible for regulating the proper and lawful use and maintenance of every regulated rental unit which he, she or it owns. As provided for in this article, every owner shall also be responsible for regulating the conduct and activities of the occupants of every regulated rental unit which he, she or it owns in the borough, which conduct or activity takes place at such regulated rental unit or its premises.
- (3) In order to achieve those ends, every owner of a regulated rental unit shall regulate the conduct and activity of the occupants thereof, both contractually and through enforcement, as more fully set forth below.
- (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/criminal liability upon owners other than that which is imposed by existing law.
- (5) This article is not intended to, nor shall its effect be, to limit any other enforcement remedies which may be available to the borough against an owner, occupant, or guest thereof.

(b) Designation of manager.

- (1) Every owner who is not a full-time resident of the Borough of Warrior Run, or elsewhere in an area that is not within a twenty-mile radius of Warrior Run Borough, shall designate a manager who shall reside in an area that is within a twenty-mile radius of the Warrior Run Borough. If the owner is a corporation, a manager shall be required if an officer of the corporation does not reside within the aforesaid area. If an officer does reside in the area, the officer shall perform the same function as a manager. If the owner is a partnership, a manager shall be required if all partners do not reside within the aforesaid area. Any partner that does reside in the area shall perform the same function as a 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 article and under rental agreements with occupants. The identity, address and telephone number(s) of a person who is designated as

manager hereunder shall be provided by owner or manager to the Borough, and such information shall be kept current and updated as it changes. The owner of the property shall be responsible for designating a legal, and certified property manager. The property manager must have the credentials approved by and in accordance with the Commonwealth of Pennsylvania.

(c) *Disclosure.*

- (1) The owner or manager shall disclose to the occupant in writing on or before the commencement of the tenancy:
 - a. The name, address and telephone number of the manager; if applicable; and
 - b. The name, address and telephone number of the owner of the premises.
- (2) Before an occupant initially enters into or renews a rental agreement for a regulated rental unit, the owner or manager shall furnish the occupant with the most recent building inspection report relating to the regulated rental unit.

(d) *Maintenance of premises.*

- (1) The owner shall maintain the premises in compliance with the applicable codes of the Borough and shall regularly perform all routine maintenance, including lawn mowing and ice and snow removal, and shall promptly make any and all repairs necessary to fulfill this obligation. Failure to abide by this provision shall subject the owner and/or the occupant to fines as set forth herein.
- (2) The owner and occupant may agree that the occupant is to perform specified repairs, maintenance tasks, alterations, or remodeling. In such case, however, such agreement between the owner and occupant must be in writing. Such an agreement may be entered into between the owner and occupant only if:
 - a. The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the owner or occupant; and
 - b. The agreement does not diminish or affect the obligation of the owner to other occupants in the premises.
- (3) In no case shall the existence of any agreement between owner and occupant relieve an owner of any responsibility under this article or other ordinances or codes for maintenance of premises.

(e) *Written rental agreement.*

- (1) All rental agreements for regulated rental units shall be in writing. All disclosures and information required to be given to occupants by the owner shall be furnished before the signing or other finalization of the rental agreement. The owner shall provide occupant with copies of the rental agreement and addendum before commencement of the lease.

Terms and conditions. Owner and occupant may include in a rental agreement terms and conditions not prohibited by this article or other applicable ordinances, regulations, and laws, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

(6) Prohibited provisions. Except as otherwise provided by this article, no rental agreement may provide that the occupant or owner agrees to waive or to forego rights or remedies under this article. A provision prohibited by this subsection included in rental agreement is unenforceable.

(7) The owner shall secure a written acknowledgment from occupants that the occupants have received the disclosures and information required by this article.

(8) Upon oral or written request by the Borough of Warrior Run, the owner, within ten (10) days of the request, shall furnish to the Borough, copies of the acknowledgment that the occupants received the disclosures and information required by this article.

(9) Upon oral or written request by the Borough of Warrior Run, the owner, within ten (10) days of the request, shall furnish to the borough for inspection purposes only, copies of the leases the owner has entered into for regulated rental unit.

(10) The amount of compensation being received by the landlord and/or owner being defined as "rent" herein may be redacted from submission of any rental agreement.

(f) *Complaints.*

(1) The owner or manager shall reply promptly to reasonable complaints and inquiries from occupants.

(g) *Landlord-Tenant Act.*

(1) The owner shall comply with all provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.

(h) *Common areas.*

(1) Where an owner does not regulate the use of common areas and the behavior of occupants and guests in the common areas, the owner shall be directly responsible for the behavior of occupants and guests in the common area as if the owner were an occupant.

(i) *Enforcement.*

(1) In the event that the same occupant is convicted of a third disruptive conduct violation within a license year, the code enforcement officer shall direct the owner to evict the occupant who violated the ordinance and not to permit the occupant to occupy the premises during the subsequent licensing.

(j) *Code violations.*

(1)

Upon receiving notice of any code violations from the code enforcement officer, the owner shall promptly take action, or cause the necessary action to be taken, to abate the offending condition and eliminate the violation.

(k) *Borough can make repairs.*

(1) In case the owner of premises shall neglect, fail or refuse to comply with any notice from the Borough or its code enforcement officer to correct a violation relating to maintenance and repair of the premises under any code within the period of time stated in such notice, the Borough may cause the violation to be corrected. There shall be imposed upon the owner a charge of the actual costs involved, plus ten (10) percent of said costs for each time the borough shall cause a violation to be corrected; and the owner of the premises shall be billed after same has been completed. Any such bill which remains unpaid and outstanding after the time specified therein for payment shall be grounds for the imposition of a municipal lien upon the premises as provided by law. Such a lien may be reduced to judgment and enforced and collected as provided by law, together with interest at the legal rate and court costs. The remedies provided by this paragraph are not exclusive and the borough and its code enforcement officer may invoke such other remedies available under this article or other applicable codes, ordinances or statutes, including where appropriate, condemnation proceedings or declaration of premises as unfit for habitation; or suspension, revocation, or nonrenewal of the license issued hereunder.

(L) *Inspections.*

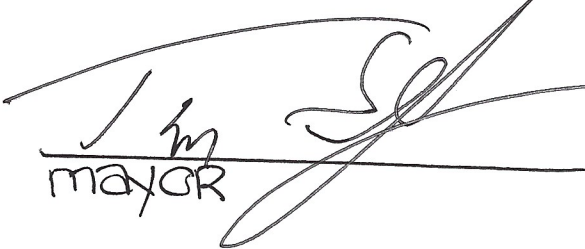
(1) The owner shall permit inspections of any premises by the code enforcement officer at reasonable times upon reasonable notice.

(M) *Penalties:*

Any violation of this Ordinance shall subject the offending individual or entity to a fine of Three Hundred (\$300.00) Dollars for each violation or as the Court shall determine.

Each successive day of failure to comply, shall be a successive violation subject to the same penalty as aforesaid.

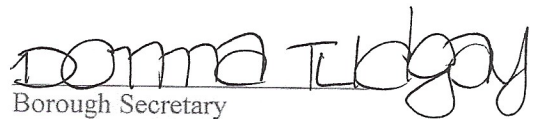
Adopted this 11th day of December 2023.



Mayor



Council President



Borough Secretary