

ORDINANCE NO. 615
(As Codified in Chapter 223)

AN ORDINANCE OF THE BOROUGH OF FLEETWOOD, BERKS COUNTY, PENNSYLVANIA, AMENDING THE "RENTAL PROPERTY" ORDINANCE AS ESTABLISHED BY ORDINANCE 613 AS CODIFIED IN CHAPTER 223 OF THE BOROUGH OF FLEETWOOD CODIFIED ORDINANCES.

BE IT ENACTED AND ORDAINED by the Borough of Fleetwood, Berks County, Pennsylvania, and it is hereby enacted and ordained by authority of the same:

SECTION 1. Ordinance 613, as codified in Chapter 223, is hereby amended and restated in its entirety as follows:

**ARTICLE I
DEFINITIONS**

§ 223-1. Definitions. In the construction of this Ordinance, the following definitions shall apply unless their application frustrates the purpose of the Ordinance.

1. **Agent.** Any person, partnership or legal entity authorized to accept notices, service of process and violations of this Ordinance.

2. **Borough.** The Borough of Fleetwood.

3. **Building Inspector.** The Building Inspector authorized by the Borough of Fleetwood. For purposes of this Ordinance, the Building Inspector shall include the Code Enforcement Officer and the Chair of the Borough Council Codes & Enforcement Committee, and any and all individuals who shall be an assistant or designee thereof.

4. **Dwelling Unit.** A residential living area for one (1) 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.

5. **Family.** One (1) or more persons related by blood, marriage, adoption, union, foster relationship or legal custody living together in a single household unit and sharing cooking facilities.

6. **Landlord.** Any individual, corporation, partnership, joint venture or other legal entity which offers a location for rental to be used as a Dwelling Unit. A Landlord holds a Dwelling Unit available for Rent and collects rent for a unit of time.

7. **Owner.** Any individual, corporation, partnership, joint venture or other legal entity that has property rights to the real estate which includes a Dwelling Unit.

8. **Rent / Rental / Lease.** The act of permitting the use or occupancy of a Dwelling Unit by a person or persons other than the Owner, whether or not the same is done in consideration of compensation. Use and occupancy of a Dwelling Unit by the Owner and/or the Family of the Owner shall not constitute a rental or Lease of a Dwelling Unit even if compensation is charged.

9. **Tenant.** Any individual, corporation, partnership, joint venture, or other legal entity to whom a Landlord Leases a Dwelling Unit.

Other terms are defined throughout the text of this Ordinance and shall have the meanings respectively ascribed to them.

ARTICLE II TENANT LISTS

§ 223-2. Certified Tenant List.

A. **Semi-Annual Reporting.** Every Owner of a Dwelling Unit shall furnish to the Borough of Fleetwood, a certified list of all Tenants and their addresses, on or before the 30th day of June and the 31st day of December of each calendar year.

B. **New Tenant Registration.** Every Owner, Landlord, manager or Agent for an Owner or Landlord who Rents, Leases, or offers a Dwelling Unit or any portion thereof to a particular Tenant for occupancy for a period of time in excess of thirty (30) days shall file a new Tenant registration with the Borough within thirty (30) days of the Tenant's occupancy. That new Tenant registration shall be on an approved form and provide the following:

1. The street address and unit number of the Dwelling Unit.
2. The names and ages of all Tenants and occupants of the Dwelling

Unit.

3. Either the duration of the Lease or a statement that the Rental is year to year.

ARTICLE III TENANT REGISTRATION AND INSPECTION

§ 223-3. Tenant Registration and Inspection.

A. **Purpose and Intent.** It is the purpose and intent of the Borough to establish an ordinance to protect the health, safety and welfare of Borough residents and to verify the Owners of rental property units maintain an available contact person within Berks County, Pennsylvania. Nothing within this Ordinance shall be construed to assure total compliance with Codes and Ordinances. The within license shall be limited to grant of a license for permission to Rent a building or a portion of a building. Nothing in the grant of such a license shall override any other requirements for Code or Maintenance as provided in other locations within these Ordinances. A grant of a license to Rent does not assure the building to be safe or at the most updated Code or Maintenance requirements.

B. **Rental Operating License Required.** No Landlord or Owner shall Rent or Lease a Dwelling Unit in the Borough to any Tenant unless such Landlord or Owner holds a current, unrevoked Rental Operating License issued by the Borough Secretary in the name of the Landlord or Owner, for the specified Dwelling Unit.

C. **Violation.** Either of the following shall constitute a Violation of this Article:

1. Charging a Tenant a fee for the Rental or Lease of a Dwelling Unit or part thereof for a period in excess of thirty (30) days without a valid Rental Operating License; or

2. Representing to the public that the Dwelling Unit, or a part thereof, is available for Rent, use, or occupancy without a valid Rental Operating License.

D. **Penalties.** Any Landlord or Owner who has been found to be in Violation of this Article shall, upon summary conviction thereof, be sentenced to pay a fine of not less than Five Hundred Dollars (\$500.00) nor more than One Thousand Dollars (\$1,000.00).

E. **Exemption.** Every Owner or Landlord who Rents or Leases any Dwelling Unit in the Borough to family members within three (3) degrees of consanguinity (i.e., parents, children, siblings, grandparents, grandchildren, aunts, and uncles) shall be exempt from the provisions of this Article.

F. **Application for License, Agreement to Comply, and License Fee.** Every Landlord or Owner who Rents or Leases any Dwelling Unit in the Borough for a period in excess of thirty (30) days shall apply for a Rental Operating License prior to renting and shall comply with all provisions of the then applicable Rental Property Inspection Checklist, as amended by Ordinance of Borough Council from time to time, a copy of which is attached hereto as Exhibit A, and made a part of this Ordinance as though more fully set forth at length herein. The application shall be accompanied by a check or money order payable to the "Borough of Fleetwood" in the amount of Fifty Dollars (\$50.00) for each individual Dwelling Unit, or such other reasonable amount that the Borough Council may establish by Resolution.

G. **Inspections.**

1. **Scheduling.** After filing an application for a Rental Operating License, the applicant shall schedule a rental property inspection of the Dwelling Unit to be conducted by the Building Inspector no sooner than forty-eight (48) hours from the scheduling of such inspection.

2. **Initial Inspection.** The Building Inspector or his or her designee shall inspect any Dwelling Unit used for rental purposes to ensure compliance with the law as outlined in this Ordinance. The Dwelling Unit shall be inspected for any obvious structural or safety issues, as well as for compliance with the specific itemized Rental Property Inspection Checklist. In the event that the Dwelling Unit passes all items of the inspection, a Rental Operating License shall be issued.

3. **Full Inspection.** If after initial inspection of the Dwelling Unit, the Building Inspector determines that further inspection is required, the Building Inspector shall conduct a full inspection based upon the Pennsylvania Construction Code, any and all building, construction, and property maintenance codes adopted by the Borough, and any other law or regulation of the Commonwealth of Pennsylvania. In the event that the Building Inspector must conduct a full inspection of the Dwelling Unit, the applicant for the Rental Operating License must pay an additional fee of Fifty Dollars (\$50.00) to cover the cost of the full inspection. In the event that the Dwelling Unit passes all items of the full inspection, a Rental Operating License shall be issued.

In the event that the Dwelling Unit does not pass such full inspection, a Notice of Repairs shall be issued by the Building Inspector.

4. **Architect's or Engineer's Certification.** In lieu of an inspection conducted by the Building Inspector, the applicant can submit a written certification from a Pennsylvania licensed architect or licensed engineer that states that the Dwelling Unit complies with all of the provisions of applicable law and all the items contained in the Rental Property Inspection Checklist.

H. **Correction of Repairs and Re-Inspection:** Repairs must be corrected within thirty (30) days of the Notice of Repairs. A re-inspection will occur to verify compliance with the inspection criteria. In the event that the Dwelling Unit fails to pass an inspection, the Owner shall have an additional thirty (30) days to correct the repairs. Each re-inspection will require an additional fee of Fifty Dollars (\$50.00) to cover the cost of the re-inspection. Once the Dwelling Unit passes the re-inspection, a Rental Operating License shall be issued.

I. **Term of License.** The Rental Operating License shall be issued for a period of two (2) years, unless sooner revoked.

J. **Refusal to Permit Inspection.** In the event that an applicant for a Rental Operating License refuses to admit the Building Inspector or his or her designee into the Dwelling Unit at the time scheduled for the inspection, then the application for a Rental Operating License shall be deemed denied and the Landlord or Owner shall be required to submit a new application and inspection fee to the Borough and obtain a Rental Operating License prior to Renting or Leasing the Dwelling Unit. Nothing in this Subsection shall be construed to limit the power and authority of the Borough to obtain an administrative search warrant to inspect and/or make repairs to the Dwelling.

K. **Appointment of Agent.** No Rental Operating License shall be issued or renewed for a nonresident applicant unless such applicant shall designate in writing on the Application for Rental Operating License an Agent located in the Commonwealth of Pennsylvania within a fifty (50) mile radius of the property for receipt of service of any notice of violation and for service of process.

L. **Appeals.** Any person aggrieved by the action of the Building Inspector pursuant to this Article shall have the right to appeal said action within ten (10) days to the Borough Council by written request in its capacity as the Appeals Board, which shall hear and determine said appeal at its next scheduled regular meeting.

M. **Retroactivity.** Any Rental Operating License issued prior to the effective date of this Ordinance shall be valid for the period of time provided under the applicable Ordinance in effect at the time of the issuance of such Rental Operating License.

SECTION 2. Additional Provisions.

A. **Additional Relief.** No provision in this Ordinance shall prevent the Borough and its representatives from taking action with respect to a code violation outside of this Ordinance.

B. **Amendments.** The registration and inspection fees outlined in this Ordinance may be modified by a Resolution duly passed and adopted by Borough Council. The penalty fees prescribed by this Ordinance and the items of the Rental Property Inspection Checklist adopted hereunder may be modified by a subsequent Ordinance duly passed and adopted by Borough Council.

C. **Severability.** If any provision of this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the provisions of this Ordinance which can be given effect without the invalid or unconstitutional provision or application, and, to this end, the provisions of this Ordinance are hereby declared to be severable.

D. **Repealer.** All Ordinances inconsistent with the above provisions are repealed to the extent of their inconsistency.

E. **Gender, Singular, Plural.** Every word in this Ordinance imparting any particular gender may extend and be applied to any and all other genders, and every word imparting the singular number only may extend and be applied to several persons or things as well as to one person or thing; provided these rules of construction shall not be applied to any provision which contains any express language excluding such construction or when the subject matter or context of such provision may be repugnant thereto.

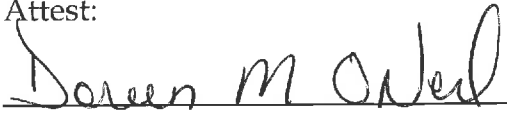
F. **Effective Date.** This Ordinance shall take effect on the earliest day and date after enactment permitted by law.

ENACTED and ORDAINED as an Ordinance of the Borough of Fleetwood, Berks County, Pennsylvania, on this 28th day of MARCH, 2016.

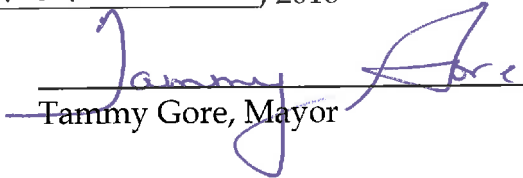
BOROUGH OF FLEETWOOD
Berks County, Pennsylvania

By: 
Suzanne P. Touch, Council President

Attest:


(Assistant) Secretary

APPROVED as an Ordinance of the Borough of Fleetwood, Berks County, Pennsylvania this 28th day of MARCH, 2016


Tammy Gore, Mayor

MUNICIPAL CERTIFICATION

I, Doreen O'Neil, (Assistant) Secretary, of the Borough of Fleetwood, Berks County, Pennsylvania, do hereby certify that the foregoing Ordinance No. 615 was advertised in the *Reading Eagle*, a daily newspaper of general circulation in the Borough of Fleetwood, on March 21, 2016, and was duly enacted and approved as set forth at a regular meeting of the Borough Council held on MARCH 28th, 2016.

[SEAL]

Doreen M. O'Neil
(Assistant) Secretary

EXHIBIT A

FLEETWOOD BOROUGH RENTAL PROPERTY INSPECTION CHECKLIST LAST UPDATED 03/28/15

1. All areas are free from trash and rubbish. Property is in a clean and sanitary condition.
2. Weeds and grass are maintained and are trimmed to less than ten (10) inches.
3. Accessory structures, including fences, sheds, garages and retaining walls are maintained and in good condition.
4. Unlicensed and/or uninspected vehicles are not kept on the premises.
5. The property is free of graffiti.
6. Swimming pools and spas are kept in clean and sanitary condition and have the appropriate enclosures or covers.
7. Street number identification as required for fire and safety emergencies are clearly visible from the street.
8. The general property maintenance of the interior and exterior are in good condition, i.e., no excessive peeling or chipping of paint, no holes in any portion of the building, and the entire structure must be weather tight.
9. The roof and flashing are free of any defects that would admit rain.
10. All areas of the property, including common areas, are provided with adequate lighting and ventilation.
11. The property is in compliance with any occupancy limitations .
12. An adequate supply of heat is provided.
13. At least one smoke detector is present in each of the following locations: one in each bedroom and one additionally on every level including basement and inhabitable attics.
14. One carbon monoxide detector is present on each sleeping level.

15. One five pound (5 lb.) ABC fire extinguisher is in each kitchen.

16. All required exits are clear of obstruction by utilities and appliances and are in good working order. Required exit signs and lights are in place and in good working order.

17. Electrical outlets in kitchens, bathrooms, unfinished basements, and laundry rooms have ground fault interceptors (GFCI) receptacles.

18. Railings are securely installed on at least one side of any staircase consisting of more than four steps.

19. Decks, patios, platforms, or landing that are thirty (30) inches or more above the grounds have railings that are at least thirty-six (36) inches high from the base of the deck, patio, platform, or landing.

NOTE: THIS LIST DOES NOT REPRESENT ALL ITEMS THAT WOULD PLACE A PROPERTY IN THE SAFEST CONDITION. THIS LIST IS LIMITED TO ELEMENTS CHOSEN TO BE REVIEWED AS PART OF AN INITIAL LICENSING INSPECTION FOR RENTALS ONLY AND SUCH LIST MAY CHANGE BY ORDINANCE FROM TIME TO TIME.