

**BOROUGH OF NORTH EAST
ORDINANCE NO. 924**

**AN ORDINANCE
ESTABLISHING A RESIDENTIAL/ COMMERCIAL
RENTAL INSPECTION AND REGISTRATION PROGRAM WITHIN
THE BOROUGH OF NORTH EAST,
ERIE COUNTY, PENNSYLVANIA**

WHEREAS, the Borough of North East desires to protect and promote the public health, safety, and welfare of its residents, and to encourage owners and occupants to maintain and improve the quality of rental housing and commercial space within the community. To this end, the following Ordinance provides for a registration program of residential and commercial rental units, and a complaint-based inspection program.

WHEREAS, the Borough Council recognizes a need for proper identification of residential and commercial rental properties with the intent of the registration is to facilitate the identification and remediation of safety concerns.

WHEREAS, the Borough Council, recognizes the need within the Borough of North East to establish certain basic standards for the safety of residential rental units utilizing the Pennsylvania Landlord Tenant Act of 1951 and subsequent Pennsylvania Case Law which provide protections to tenants and landlords by establishing basic rules for renting residential properties including the Warranty of Habitability which addresses multiple items that are necessary to deem a residential rental property habitable utilizing the standards set forth in the Pennsylvania Landlord Tenant Act of 1951 and ensuing case law of the Pennsylvania Supreme Court.

WHEREAS, the Borough of North East recognizes a need for the property identification of commercial rental properties, whether occupied or vacant. The intent of the registration is to identify properties and owners of commercial properties to facilitate in the remediation of health and safety concerns to the public that are not under the jurisdiction of other County, State or Federal governing bodies or regulatory agencies, recognizes that commercial rental units are subject to less protections and that maintenance and upkeep may be contractually placed upon the tenant rather than the landlord, but there is still a need for a mechanism to ensure the safety of the property.

WHEREAS, the complaints regarding the lack of maintenance of the identified checklists will permit inspection by the Borough to ensure the health and safety of the premises, acknowledging that complaints shall be received and managed by the Borough of North East.

BE IT ORDAINED AND ENACTED BY the corporate authorities of the Borough of North East, County of Erie, and Commonwealth of Pennsylvania and it is hereby enacted by the authority of the same as follows:

Section 1- Definitions - In the interpretation of this Section, the present tense includes the future; the singular number includes the plural, and the plural includes the singular; and the word person includes natural person, property owner, company, trust, individual,

partnership, firm, association, corporation, or entity of any kind. The following terms shall have the definitions assigned:

- 1.1 **BUILDING OR CODE OFFICIAL** – The official designated by the Borough of North East to enforce the building and/or similar laws and this Ordinance, or his/her duly authorized representative who shall be fully trained in the requirements of this Ordinance and who shall at all times while conducting an inspection, be identified by photo identification issued by the Borough of North East.
- 1.2 **CODE** – The 2018 International Property Maintenance Code with a 2017 copyright date, first printed in August 2017.
- 1.3 **UNIT**– Any building or portion thereof, which is designated for or used for residential or commercial rental purposes.
- 1.4 **TO LET FOR OCCUPANCY or LET**- To permit possession or occupancy of a dwelling, dwelling unit, rooming unit, building or structure by a person who is legal or equitable owner or not be the legal owner of record thereof, pursuant to a written or unwritten agreement.
- 1.5 **OPERATOR** – Any person who has charge, care or control of a structure or premises, which are let or offered for occupancy.
- 1.6 **OWNER** – any person or persons, jointly or severally, firm, corporation, or other entity which, either by conveyance or inheritance or otherwise, is vested with the title to a lot and/or improvements thereto in his capacity as a legal representative, such as an administrator, trustee, executor, etc.
- 1.7 **RENTAL REGISTRATION**– A document issued by the Borough of North East to the owner, operator, responsible agent, or manager of a residential or commercial rental unit upon registration of the property and remittance of the fee.
- 1.8 **RESIDENTIAL PROPERTY**- A property used or intended to be used for residential purposes, short or long term.
- 1.9 **COMMERCIAL PROPERTY**- A property used or intended to be used for commercial purposes, short or long term.
- 1.10 **RESIDENTIAL OR COMMERCIAL RENTAL REGISTRATION**- The registration of all individual residential and commercial rental units within the Borough of North East, certified by a document issued to the applicant thereafter.
- 1.11 **RESIDENTIAL OR COMMERCIAL RENTAL UNIT** – A rooming unit or a dwelling unit let for rent, or a residential or commercial unit occupied by persons other than the owner of the property.

- 1.12 **RESPONSIBLE AGENT** – A person authorized by the owner to act on his/her behalf. All responsible agents must reside within Erie County, Pennsylvania.
- 1.13 **STRUCTURE UNFIT FOR HUMAN OCCUPANCY**- Is whenever the North East Borough Code Official, after investigating a complaint and applying the Commercial or Residential Checklist in the Appendices of this Ordinance, finds that such structure is unsafe, unlawful or because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.
- 1.14 **TRANSIENT** – Any individual residing or stopping in the Borough of North East, Pennsylvania for less than thirty (30) days at any one time.
- 1.15 **UNSAFE STRUCTURE** – One that is found to be dangerous to the life, health, property, or safety of the public or the occupants of the structure by not providing the minimum safeguards to protect or warn occupants as identified in the Pennsylvania Landlord Tenant Act of 1951 and the ensuing case law regarding the warranty of habitability and North East Borough Ordinance 815A.
- 1.16 **SHORT TERM RENTAL** - A period of rental of less than 30 days.
- 1.17 **LONG TERM RENTAL** - A period of rental greater than 30 days.
- 1.18 **COMMERCE** - the exchanging, buying, or selling of things having economic value between two or more entities, for example goods, services, and money.

Section 2 – Rental Registration Requirements - It shall be unlawful for any person, firm, or corporation to operate, let or rent to another for occupancy of any Residential/ Commercial Rental Unit within the Borough of North East, Pennsylvania, unless a Residential or Commercial Rental Registration has been issued by the North East Borough Code Enforcement Department.

- 2.1 Within 60 days of the enactment of this Ordinance, the owner, operator, responsible agent, or manager of each Residential Rental Unit shall apply for a Residential/ Commercial Rental Registration and remit the required registration fee for each unit registered.
- 2.2 A Residential or Commercial Rental Registration shall be issued if the owner or operator of the Residential or Commercial Rental Unit provides the name of the responsible agent (if Applicable) and pays all delinquent water, sewer and garbage bills associated with the rental units. No residential or commercial rental unit registration shall be issued until all property taxes are current for the building in which the Residential or Commercial Rental Unit is located.

- 2.3 This registration does not warrant the habitability, safety, or condition of the residential or commercial rental unit in any way.
- 2.4 Sale, transfer, or construction of residential or commercial rental units. A Residential or Commercial Rental Registration shall not be transferred. In the case of residential or commercial rental units that are sold, transferred, or constructed the new owner shall seek a Residential or Commercial Registration for each residential or commercial rental unit within sixty (60) days after sale or transfer. Failure of the current owner to secure a Rental Registration for each unit owned within sixty (60) days following transfer of ownership shall result in penalties described herein.
- 2.5 Conversion from Owner-occupied to rental use. In the case of residential or commercial rental units that are converted in usage from Owner occupied to rental use shall seek a Residential/Commercial Registration for each residential or commercial rental unit within sixty (60) days after said conversion. Failure of the current owner to secure a Rental Registration for each unit owned within sixty (60) days following the conversion shall result in penalties described herein.

Section 3- Residential Rental Inspections and Complaints. Any tenant, owner, operator, responsible agent, or manager with an interest in a rental property may place a complaint with the Borough of North East regarding a residential rental property as follows:

- 3.1 The tenant, owner, operator, responsible agent, or manager has attempted to remediate the issue with the offending party and has written documentation of said attempts.
- 3.2 The tenant, operator and/or owner completes the complaint form provided by the Borough of North East which shall be disseminated to the tenant, and owner, operator, responsible agent, or manager, along with a copy to the Borough of North East.
- 3.3 The offending party shall have seven (7) calendar days to respond to the complaint.
- 3.4 If remediation is required, the offending party shall be provided a reasonable time period to provide documentation that the work has been or will be completed, taking into consideration weather and availability of resources to complete the required repairs or remediation.
- 3.5 If the premises remain a concern, a follow-up complaint shall be remitted to the Borough for review.
- 3.6 If the complaint is valid and there has not been remediation as determined after a review and investigation by the Borough, then the Borough shall be permitted to inspect the premises to ensure conformity with the checklist identified in Appendix A.

- 3.7 If after inspection a safety concern remains, then the responsible party shall be subject to remediation as set forth in a Notice of Violation issued by the Borough of North East.
- 3.8 Failure to allow the Borough of North East to inspect a premises after a valid complaint has been deemed made as determined by the Borough of North East, the Borough may proceed utilizing other valid legal measures to obtain entry to the premises for inspection only of the complaint and the appropriate inspection checklist.

Section 4. – Residential Checklist – See Appendix A

Section 5. – Commercial Rental Inspections and Complaints. Any tenant, owner, operator, responsible agent, or manager with an interest in a rental property may place a complaint with the Borough of North East regarding a commercial rental property as follows:

- 5.1 The tenant, operator and./or owner has attempted to remediate the issue with the offending party and has written documentation of said attempts.
- 5.2 The tenant, operator and/or owner completes the complaint form provided by the Borough of North East which shall be disseminated to the owner, operator, and tenant, along with a copy to the Borough of North East.
- 5.3 The offending party shall have seven (7) days to respond to the complaint.
- 5.4 If remediation is required, the offending party shall have a reasonable period of time to provide documentation that the work has been completed taking into consideration weather and availability of resources to complete the required repairs or remediation.
- 5.5 If the premises remains a concern, a follow-up complaint shall be remitted to the Borough for review of the complaint.
- 5.6 If the complaint is valid and there has not been remediation as determined after review and investigation by the Borough, then the Borough shall be permitted to inspect the premises to ensure conformity with the checklist identified in section.
- 5.7 If after inspection a safety concern remains, then the responsible party shall be subject to remediation as set forth in a warning issued by the Borough of North East.

Section 6. – Commercial Checklist – See Appendix B.

Section 7 – Exemptions: The Registration and Licensing provisions of this Ordinance shall not apply to the following:

- 7.1 Hospitals, nursing homes, boarding schools, group homes or other rental units used for habitation, where facilities are subject to County, State, or Federal licensing and inspection. Inspections of these facilities must be at a level which meets or exceeds the code.
- 7.2 Any dwellings where Commerce is not exchanged in lieu of occupancy, except that properties occupied by a relative of the owner, operator, responsible agent, or manager do not require Commerce to be exchanged.
- 7.3 A commercial property shall not be subject to an inspection by the Borough of North East for any matter under the jurisdiction of another state or federal agency, including, but not limited to the Pennsylvania Department of Health, Occupational Safety and Health Administration; Pennsylvania Department of Education; Pennsylvania Department of Agriculture; Pennsylvania Liquor Control Board; and Pennsylvania Department of State. If concerns are identified, then the Inspector may refer the complaint/concern to the proper regulatory body.

Section 8. Retaliation - Owner, operator, responsible agent, or manager agree that a tenant shall not be evicted under the provisions of the lease based solely on a lawfully filed complaint made to the Borough of North East under this Ordinance if the complaint is deemed to be valid by the Borough of North East.

Section 9 – Appeals from citations or revocation of Rental Registration–

- 9.1 **Property condition appeals.** Any person aggrieved by any decision of a Borough Code Enforcement Official may submit an appeal to the North East Borough Landlord Tenant Appeal Board (“Appeal Board”), which shall be formed and comply with the requirements of the Code. Any appointment to the Board shall require a roll call vote by the North East Borough Council.
- 9.2 The Appeal Board shall issue a decision in writing setting forth specific facts and legal conclusions; and the decision is subject to appeal under Local Agency Law to the Court of Common Pleas of Erie County.

Section 10 – Procedures for Enforcement -

- 10.1 Prior to a response to any complaint filed under this ordinance, the North East Borough Code Enforcement Office shall promulgate procedures for the enforcement of this Ordinance. Said procedures shall be presented to North East Borough Council within sixty (60) calendar days of enactment of this Ordinance which shall be reviewed and approved by North East Borough Council prior to implementation.

- 10.2 The rules and regulations shall be on file at North East Borough Hall and shall be provided to each applicant for registration and license upon a request for an application.
- 10.3 The procedures shall be in effect until modified by a resolution of the North East Borough Council at a public meeting.

Section 11 – Fees.

- 11.1 Registration Fee – one time registration fee of \$25.00 (twenty-five dollars) per unit
- 11.2 The fees for registrations associated with Residential/ Commercial Rental Registration and which may be changed or modified by the North East Borough Code Enforcement Department with proper notification provided no less than ninety (90) days prior to the effective date of the new fee schedule.

Section 12– Owner’s Rights - The terms and provisions of this Ordinance are not intended to bar, preclude or affect the right of the owner to pursue judicial or extrajudicial relief against a tenant as permitted under the Pennsylvania Landlord Tenant Act or lease provisions, subject only to the Retaliation provision of this Ordinance.

Section 13 – Penalty – Violation of this Ordinance is a summary offense, with penalties upon conviction as follows:

- 13.1 Failure to complete a Residential/Commercial Rental Registration. A fine of not less than \$200 per rental unit. Each month the violation exists constitutes a separate violation will accrue under the initial violation until time of hearing. Any accrual after the hearing will require a new violation notice.
- 13.2 Failure to register, or failure to seek a Residential/Commercial Rental Registration (for newly constructed, newly created, substantially rehabilitated or converted rental units). The owner, operator, responsible agent, or manager shall be sent a thirty (30) day Notice of Violation, warning of the failure to comply with the terms of this ordinance. Failure to comply at the end of the thirty (30) days will result in a fine not less than \$200 per residential unit. Each month the violation exists will accrue under the initial violation until time of hearing. Any accrual after the hearing will require a new violation notice.
- 13.3 Failure to comply with remediation requirements. Failure to comply with the Notice of Violation issued because of a complaint-based inspection shall result in a \$200 fine for each month the violation continues to exist. A fine shall be sought for any period that the operator, responsible agent, owner, tenant, or manager is not taking appropriate action to correct the violations.

- 13.4 Any person or entity making three (3) or more invalid complaints, as determined by the Borough of North East, against owner, operator, responsible agent, tenant, or manager shall be subject to a \$200.00 fine. Each invalid complaint will be identified by a writing to all parties by the Borough of North East. Each complaint after the initial three (3) complaints against the owner, operator, responsible agent, tenant, or manager that is deemed invalid by the Borough of North East shall result in an additional offense and \$200.00 fine.
- 13.5 After conviction for violation of this Ordinance, if such person continues violating the same provision, then such person shall be liable for further prosecution, conviction, and punishment without the issuance of a new Notice of Violation or order.
- 13.6 In addition to prosecution of persons violating this Ordinance, the Public Officer, the Borough of North East, or any duly authorized agent of the Borough of North East may seek civil or equitable remedies in any court of record of the Commonwealth of Pennsylvania, against any person or property, real or personal, to affect the provisions of this Ordinance.

Section 14 - Owners Severally Responsible - If the premises are owned by more than one (1) owner, each owner shall severally be subject to prosecution for the violation of this section.

Section 15 – Severability - The provisions of this Ordinance are declared to be severable; and if any section, sentence, clause or phrase of this article shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 16 - Effective Date - This Ordinance is effective immediately upon enactment according to law, and shall remain in effect hereafter until revised, amended, or revoked by action of the Borough of North East.

(NEXT PAGE IS SIGNATURE PAGE)

ENACTED INTO AN ORDINANCE THIS 4th DAY OF SEPTEMBER 2023

BOROUGH OF NORTH EAST

Denise McCumber, President of Borough Council

ATTEST:

Patrick J. Gehrlein, Borough Manager

Jon Triana, Mayor

DRAFT

Appendix A- Residential Checklist	IPMC Reference No.
EXTERIOR	
Egress All units must have two means of egress	702.3/702.4
Chimney Chimney must be in good repair with no missing bricks/stone or mortar. Must not be clogged and have proper airflow draft to expel gases from furnaces and hot water tanks.	304.11
Roof All roofs must be in good repair with no leaks. Tarps installed for leaks in roof sections are NOT considered permanent repairs.	304.7
Gutters & Downspouts If Gutters & Downspouts are present they will be maintained and in good repair.	304.7
Foundation All exterior mortar joints greater than 1/4" shall be repaired as needed. Any missing brick, stone, or block will be replaced.	304.5
Exterior Walls All exterior mortar joints greater than 1/4" shall be repaired as needed. Any missing brick, stone, or block will be replaced.	304.6
Exterior Porches, Landing, & Stairs All loose floor boards on porches and landings will be re-anchored or replaced. All porches and landing 30" or higher above grade will have railings installed with vertical balusters with no more than 4" spacing between balusters. All loose stair steps will be securely fastened. All broken stair steps will be replaced. Steps that are more than 30" above grade will have securely fastened handrails on at least on side of steps.	304.1/304.12
Exterior Doors All doors must open and close properly and shall latch when closed. Locks will be installed and operational. Any water damaged frames will be repaired or replaced and has at least one coat of exterior paint or stain applied.	304.15/304.18
Windows Windows must operate as designed. Have operating locks. Any broken sashes or frames will be replaced. (Attic windows do not need to operate unless the area is finished.)	304.13/304.13.2/304.18
Exterior Yard All overgrown weeds and grass will be cut and maintained by responsible party. Accumulation of trash/ garbage will be removed by responsible party.	308.1

Appendix A- Residential Checklist	IPMC Reference No.
INTERIOR	
Interior Rental Unit All walls, floors, & ceilings of all rooms within the rental unit will be in good repair with no holes or severe damage.	305.3
Interior Stairs Replace any broken or damaged stair treads. All stairs greater than 30” high will have handrail on at least one side of stairs securely fastened to wall.	305.5/307.1
Electrical All bedrooms will have a minimum of one electrical receptacle. Hazardous use of electrical cords that overload circuit. GFCI receptacles are required within six feet of a water source. Cover plates required on all junction boxes. Service panels must function properly.	605.2/605.3
Plumbing All sink, bath tub, and showers faucets must operate properly and have hot and cold water. All sinks, bath tubs, and showers must have drains that operate properly. Toilets must flush and drain as designed.	505.1/505.3/506.1/506.2
HVAC All furnaces, boilers, and heaters must function as designed and be vented as per code. Non vented space heaters cannot be used as the main heat source in rental unit.	602.2
Water Heater All water heaters must have a functioning pressure relief valve and a relief valve discharge pipe.	505.4
Basement Sleeping Area Any sleeping area in basement must have code compliant egress.	402.1/403.1
Bathroom Exhaust vent ducted to the exterior of building or window that functions properly.	403.2
Fire Safety Smoke detectors will be located in every bedroom, outside of each sleeping area, and on each floor of building including the basement and attic as per the National Fire Protection Association. Carbon Monoxide detector to be placed roughly 20 feet from the main heating source of unit, and outside of sleeping room area as per the International Residential Code # R315	704.6.1.1/704.6.1.4 IRC No. R315
Pests Insects/vermin will be eradicated by the landlord and tenant working together under the IPMC.	309.1 thru 309.5

Appendix B- Commercial Checklist*	IPMC Reference No.
EXTERIOR	
Egress All units must have two means of egress	702.3/702.4
Chimney Chimney must be in good repair with no missing bricks/stone or mortar. Must not be clogged and have proper airflow draft to expel gases from furnaces and hot water tanks.	304.11
Roof All roofs must be in good repair with no leaks. Tarps installed for leaks in roof sections are NOT considered permanent repairs.	304.7
Exterior Doors All doors must open and close properly and shall latch when closed.	
Windows Windows must operate as designed.	
Exterior Yard All overgrown weeds and grass will be cut and maintained by responsible party. Accumulation of trash/ garbage will be removed by responsible party.	308.1
INTERIOR	
Interior Rental Unit All walls, floors, & ceilings of all rooms within the rental unit will be in generally good repair so that a safety hazard does not exist.	
Electrical Cover plates required on all junction boxes. Sufficient electrical service will exist for the type of occupancy.	
FIRE Fire Extinguisher Present If required, illuminated Exit signs will be in place at all exits.	
HVAC All furnaces, boilers, and heaters must function as designed and be vented as per appropriate code.	602.2
Public Bathroom Exhaust vent ducted to the exterior of building or window that functions properly. The sink and public toilet shall operate properly.	
Pests Insects/vermin will be eradicated by the responsible party	

*All requirements for a unit must comply with the building code in place at the time of transfer, when a permit was required for work completed, or when commercial architectural drawing were for a construction project. All requirements are subject to responsibility allocations in the commercial lease which permits a landlord to require upkeep and maintenance to the tenant.