

**BOROUGH OF MYERSTOWN
COUNTY OF LEBANON
COMMONWEALTH OF PENNSYLVANIA**

ORDINANCE NO. 871

AN ORDINANCE ESTABLISHING REGULATIONS, LICENSING, AND INSPECTIONS FOR RESIDENTIAL RENTAL PROPERTY IN THE BOROUGH; REQUIRING AN OWNER OF RESIDENTIAL RENTAL PROPERTY IN THE BOROUGH TO APPLY FOR A RESIDENTIAL RENTAL LICENSE; RESTRICTING THE TRANSFER OF RESIDENTIAL RENTAL LICENSES; PROVIDING FOR THE ENFORCEMENT OF THE ORDINANCE; RESERVING THE RIGHTS AND ENFORCEABILITY OF ALL OTHER APPLICABLE BUILDING, ZONING, AND PROPERTY MAINTENANCE ORDINANCES AND REGULATIONS; CONFIRMING THAT THE BOROUGH IS NOT ISSUING A WARRANTY WITH RESPECT TO RENTAL PROPERTY; AND ESTABLISHING PENALTIES FOR VIOLATIONS.

WHEREAS, the Borough Council of the Borough of Myerstown has determined that non-owner-occupied dwelling units in the Borough are frequently maintained at a standard significantly lower than owner-occupied dwelling units and that the failure to maintain those units can, and frequently does, result in dwelling units which are unsafe, unsanitary, and in many instances, not maintained to the minimum standards required by the various applicable codes in effect in the Borough of Myerstown from time to time.

WHEREAS, the Borough Council desires 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 of residential rental units to maintain and improve the quality of rental housing within the Borough. As a means to these ends, Council desires to provide for a systematic inspection program, registration and licensing of residential rental units, and penalties for noncompliance.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MYERSTOWN AS FOLLOWS:

SECTION 1. Title.

This Chapter shall be known as and may be cited as the "Myerstown Borough Residential Rental Ordinance."

SECTION 2. Definitions.

The following words and phrases shall have the meanings ascribed to them in this Ordinance unless the context clearly indicates otherwise.

Where terms are not defined in this Ordinance, such terms shall have ordinarily accepted meanings as interpreted by the Code Enforcement Officer by use of definitions provided in the codes and standards as contained in the Codified Ordinances of the Borough of Myerstown.

“Borough” – The Borough of Myerstown, Lebanon County, Commonwealth of Pennsylvania.

“Borough Council” – The governing body of the Borough.

“Borough of Myerstown Code of Ordinances” – The official Code book of the Borough of Myerstown and all the local, legally binding codes, standards, and ordinances governing the Borough.

“Building” – Any structure occupied or intended for supporting or sheltering any occupancy. For application of this Ordinance, each portion of a building which is completely separated from other portions by fire walls complying with the Myerstown Borough Construction Code Ordinance shall be considered as a separate building.

“Codes” – Any federal, state, county, or local statute, regulation, or ordinance adopted, enacted, or in effect in and for the Borough including but not limited to, the Property Maintenance Code of Myerstown Borough, the Myerstown Borough Construction Code Ordinance, and the Myerstown Borough Zoning Ordinance.

“Code Official” or “Code Enforcement Officer” – A person or other legal entity appointed by Myerstown Borough Council to enforce this Ordinance, including performance of inspections, issuance of Residential Rental Occupancy Licenses, and the issuance of notices of violations and citations.

“Dwelling” – A building used as non-transient living quarters, but not including a short-term rental, boarding house, hotel, motel, hospital, nursing home or dormitory as defined in the Zoning Ordinance.

“Dwelling Unit” – A single habitable living unit occupied by only one “family,” as such term is defined in the Myerstown Borough Zoning Ordinance. Each dwelling unit shall have: a) its own toilet, bath or shower, sink, sleeping and cooking facilities, and b) separate access to the outside or to a common hallway or balcony that connects to outside access at ground level. A dwelling unit shall not include 2 or more separate living areas that are completely separated by interior walls so as to prevent interior access from one living area to another, unless approved as “Unit for Care of Relative.”

“Family” – One or more individuals related by blood, marriage, or adoption (including persons receiving formal foster care) or 4 or fewer unrelated individuals who maintain a common household and live within one dwelling unit. A family shall also expressly include numbers of unrelated persons residing within a licensed group home, as defined in Section 27-602 of the Zoning Ordinance related to Group Homes. See definition of “Related or Relative.”

“Guest” – A person on the premises of a residential rental unit with the actual or implied consent of the occupant.

“Inspection Report” – A report prepared by the Code Enforcement Officer as a result of a rental unit inspection which details whether the unit complies with all of the provisions of applicable laws, regulations, and codes.

“Let for Occupancy” or “Let” – To permit, provide, or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise, or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement, or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

“Licensed Refuse and Recycling Hauler” – A company that has a valid and current license issued by the Greater Lebanon Refuse Authority to haul municipal solid waste as well as recyclable items.

“Natural Person” – A person that is an individual human being, as opposed to a legal person, which may be a private or public organization or entity such as, but not limited to, an association, partnership, limited liability company, fictitious name or corporation.

“Occupancy” – The purpose for which a building or portion thereof is utilized or occupied.

“Occupant” – Any individual living or sleeping in a Residential Rental Unit, or having possession of a Residential Rental Unit.

“Owner” – Any person, agent, operator, firm, corporation, partnership, limited liability company, limited liability partnership, association, other entity, property management group, or fiduciary holding having legal or equitable interest in the property; or recorded in the official records of the Commonwealth of Pennsylvania, Lebanon County, or Borough of Myerstown as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

If more than one person or other legal entity owns the Residential Rental Unit as joint tenants, tenants in common, tenants by the entireties, or tenants in co-partnership, each such person or legal entity shall be considered an Owner and shall have all of the duties and responsibility of an Owner under this Ordinance.

“Owner’s Agent” or “Agent” – Any person, including a property manager or property management company, retained by the Owner to be responsible for one or more Residential Rental Units within the Borough and receive reports, notices, and other communications from the Borough on the Owner’s behalf. Notice sent to an Agent shall be considered notice to the Owner.

“Person” – Any natural person, unincorporated association, partnership, corporation, estate, limited liability company, firm, or other any other legally recognized entity, and the members of such partnership and the officers of such corporation.

“Premises” – A lot, plot or parcel of land, easement, or public way, including any structures thereon.

“Related or Relative” – Persons who are related by blood, marriage, adoption or formal foster relationship to result in one of the following relationships: spouse, brother, sister, parent, child,

grandparent, great-grandparent, grandchild, greatgrandchild, uncle, aunt, niece, nephew, sister-in-law, brother-in-law, or parent-in-law. This term specifically shall not include relationships such as second, third, or more distant cousins.

“Rental Agreement” – A legal agreement between the owner and tenant embodying the terms and conditions concerning the use and occupancy of the Residential Rental Unit.

“Residential Rental License” – A document issued by the Borough to the Owner of a Residential Rental Unit under this Ordinance which is required for the lawful rental and occupancy of any Residential Rental Unit.

“Residential Rental Property” or “Property” – Any parcel of real estate within the Borough, including the land and all buildings and appurtenant structures, on which one or more Residential Rental Units are located.

“Residential Rental Unit” – Any rooming unit or a dwelling unit let for occupancy or occupied by one or more persons, none of whom is the owner of such unit, pursuant to a rental agreement, lease/purchase agreement, or long-term (greater than six months) sales agreement.

Each individual townhouse dwelling, each individual apartment unit, each individual unit in a multifamily building, and each rooming unit shall be considered a separate residential rental unit. If a structure contains a rooming unit or if any portion of the structure is let for occupancy, it shall be considered a residential rental unit whether or not the owner or a relative of the owner also resides in the structure. A residential rental unit shall not include hotels, motels, hospitals, nursing homes, or dormitories as defined in the Zoning Ordinance. A residential rental unit includes dwelling units under lease-purchase agreements, or long-term (greater than six months) agreements of sale.

“Rooming Unit” (aka “Boarding Unit”) – Any single habitable living unit that is part of a Boarding House or Rooming House, as defined in the Zoning Ordinance, where individual living units do not meet the definition of a lawful dwelling unit.

“Structure” – A building located on a parcel of real property in which a tenant will reside, or in which a tenant will reside in a separately secured portion thereof.

“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.

“Unit for Care of Relative” - A dwelling unit that: a) is especially created for and limited to occupancy by a close "relative" of the permanent residents of the principal dwelling unit; b) is necessary to provide needed care and supervision to such relative; and c) meets the requirements for such use in the Zoning Ordinance.

“Zoning Ordinance” – The Myerstown Borough Zoning Ordinance.

SECTION 3. Residential Rental License Required.

- A. No person shall permit a Residential Rental Unit to be occupied unless the Owner of the premises, or his/her Agent, has obtained a valid and current Residential Rental License issued by the Borough's Code Enforcement Officer.
- B. No person shall represent to the general public that a dwelling or dwelling unit is available for occupancy as a Residential Rental Unit unless the Owner of the premises, or his/her Agent, has obtained a valid and current Residential Rental License issued by the Borough's Code Enforcement Officer.

SECTION 4. Exemptions.

The following shall not require a Residential Rental License for the purposes of this Ordinance:

- A. Owner-occupied dwelling units, provided only the owner and his/her relatives, occupy the dwelling unit at any given time.
- B. Any Residential Rental Unit that meets the following conditions:
 - 1. The unit has been vacant for a minimum of six (6) consecutive months.
 - 2. The unit has not been rented and no security deposit has been accepted at any time for six (6) consecutive months.
 - 3. Proof of vacancy has been submitted to the Borough.
- C. Hotels, motels, hospitals, nursing homes, dormitories, or short-term rentals as defined in the Zoning Ordinance.
- D. Units for Care of Relatives, as defined in this Ordinance.
- E. All property owned by the county or any housing authority created by the county which is inspected annually by those agencies to assess conformance with federal standards, or properties that are inspected annually for compliance with requirements of the United States Department of Housing and Urban Development or the Pennsylvania Housing Finance Agency, regardless of the occupants, shall be exempt from the licensing provisions of this article.

SECTION 5. Application.

- A. The Owner of each Residential Rental Unit in the Borough, within thirty (30) days after the effective date of this Ordinance, or, in case of a Residential Rental Unit thereafter acquired or created, within thirty (30) days after the acquisition or availability for rental thereof, shall apply to the Borough in writing, on an application form provided by the Borough, for a Residential Rental License. Such completed application, together with all required fees, shall be submitted to a designated Borough staff person.

- B. On the application form, the Owner shall provide the following information to the Borough:
1. The name, mailing address, email address, and phone number of any and all Owners. If the Owner is an organization/corporation, the applicant must provide a name, mailing address, email address, and phone number of a contact person for such entity, and the name, mailing address, email address, and phone number of at least one primary officer of the organization/corporation.
 2. The name, mailing address, email address, and phone number of the applicant, if different than the Owner(s). If the applicant is not the Owner, information shall be presented with the application, such as an agreement of sale or lease or a signed letter from the Owner to demonstrate that the applicant has the legal right to make the application.
 3. The name, mailing address, email address, and 24-hour phone number of the Owner's Agent, if applicable.
 4. The mailing address of the premises.
 5. The number of residential rental units on the premises, and the mailing address of each unit.
 6. A Site Plan that shows the following:
 - a. Location and uses of existing structures and parking.
 - b. Location of each residential rental unit within each structure on the premises.
 - c. Number of bedrooms and bathrooms in each residential rental unit.
 7. The name of the licensed refuse and recycling hauler who will haul solid waste as well as recyclable items from the premises.
 8. Signatures of both the property owner and the owner's agent, if applicable.
 9. Such additional information that the Code Enforcement Officer may determine is reasonably necessary to determine compliance with this Ordinance.
- C. In addition to the information set forth in Section 5.B. of this Ordinance, the Owner of each Residential Rental Unit in the Borough must provide proof of hazard and general liability insurance for all Residential Rental Units that complies with the following:
1. Owners shall be required to obtain a minimum of one hundred thousand (\$100,000.00) dollars in general liability insurance for each rental unit, and hazard and casualty insurance in an amount sufficient to either restore or remove the building in the event of a fire or other casualty. Further, in the event of any fire or loss covered by such insurance, it shall be the obligation of the Owner to

use such insurance proceeds to cause the restoration or demolition or other repair of the property in adherence to the Borough Code and all applicable ordinances and state or local regulations.

2. Owners shall be required to place their insurance company name, policy number, and policy expiration date on their permit application form, and to provide the Borough with a copy of a Certificate of Insurance. A Residential Rental License shall not be issued to any Owner or Agent unless the aforementioned information has been provided to the Borough. The Borough shall be informed of any change in policies for a particular rental property and Residential Rental Unit within thirty (30) days of said change or cancellation.
- D. The Borough may charge an administration fee, which shall be determined from time to time by Resolution of Borough Council, which must be paid in order for the application to be considered complete. The administration fee shall be in an amount sufficient to cover the cost of administering this ordinance, including the cost of inspections.
 - E. The Owner of each Residential Rental Unit in the Borough, having obtained a Residential Rental License pursuant to this section, shall submit a new application with the Borough annually before January 1 of each calendar year, on an application form provided by the Borough for a Residential Rental License.

SECTION 6. Issuance of a Residential Rental License; Inspections.

- A. If the Code Enforcement Officer or other designee of the Borough determines that the application is complete and contains all information required by Section 5, and all required fees have been paid, the Officer/designee shall issue a Residential Rental License to the Owner or Owner's Agent. The Residential Rental License shall be valid from January 1 through December 31 of each year, unless the provisions of Section 8.C. apply. The License shall be on a form established by the Borough from time to time by Resolution.
- B. The Owner of each Residential Rental Unit shall allow an inspection of the Residential Rental Unit and the structure in which it is located to occur in accordance with a systematic inspection program to be developed and implemented by the Borough and the Code Enforcement Officer. The inspection shall be conducted by the Code Enforcement Officer or other designee of the Borough, and the purpose of the inspection shall be to ensure compliance with the property maintenance codes of the Borough and the provisions of this Ordinance. The Owner or Owner's Agent must be present for inspections of Residential Rental Units.
- C. If the Code Enforcement Officer or other designee of the Borough determines that the Residential Rental Unit or the Structure in which it is located is not in compliance with all applicable codes and/or this Ordinance, the Code Enforcement Officer/designee shall issue a Certificate of Non-Compliance to the Owner.
 1. The Certificate of Non-Compliance may be on a form determined by the Officer/designee, but shall be in writing, contain the words "Certificate of Non-

Compliance” and a reference to this Ordinance, state the condition or conditions which are in violation of an applicable code, state the code which is being violated, and give the Owner a reasonable number of days to cure the condition(s).

2. The Code Enforcement Officer or other designee of the Borough may declare any violations to constitute an emergency condition and require immediate action to mitigate the danger if the violations are of a serious enough character to constitute a danger to the public health, safety, and welfare of the citizens of the Borough.
 3. If the Owner or Owner’s Agent fails to be present at the scheduled time of any inspection, or if access to the Residential Rental Unit is denied by the Tenant, a Certificate of Non-Compliance shall be issued to the Owner.
- D. If a Certificate of Non-Compliance has been issued, the Owner shall make the Residential Rental Unit and the Structure or Dwelling in which it is located available for an inspection within thirty (30) days of a request by the Code Enforcement Officer or other designee of the Borough after the expiration of the days given to the Owner to cure the condition(s) on any Certificate of Non-Compliance issued pursuant to Section 6.C. of this Ordinance. After the inspection mandated by this subsection, if the Code Enforcement Officer or other designee of the Borough determines that the Residential Rental Unit or the Structure in which it is located is still not in compliance with all applicable codes and/or this Ordinance, the Officer/designee shall issue another Certificate of Non-Compliance pursuant to Section 6.C. The procedure of this subsection repeats itself until the violations are cured or until the Residential Rental License is revoked in accordance with Section 6.F. of this Ordinance due to failure to correct a code violation within the required timeframe.
- E. A fee schedule for charges due to the Borough by the Owner for follow-up inspections due to Non-Compliance required by this Section shall be adopted from time to time by Resolution.
- F. The Code Enforcement Officer shall deny and may revoke any Residential Rental License if the Owner or Owner’s Agent fails to comply with this Ordinance or fails to cure any conditions of non-compliance.
- G. The Code Enforcement Officer shall deny and may revoke any Residential Rental License if the applicant does not provide the name, address and phone number of the Owner or Owner’s Agent (if applicable), does not pay the annual registration fee, is not current on water rates or sewer rates for the residential rental unit, and/or does not correct a code violation within the time frame cited by the Code Enforcement Officer.
- H. The Code Enforcement Officer shall forward written notice to the Owner if the Code Enforcement Officer will deny, refuse, or revoke a Residential Rental License. The notification shall identify the Residential Rental Unit; set forth the grounds for the denial, non-renewal, or revocation, including the factual circumstances and the section of this Ordinance supporting such determination; and inform the Owner of the right to appeal

the denial, non-renewal, or revocation of the Residential Rental License to Borough Council in accordance with this Ordinance.

- I. The Code Enforcement Officer may reinstate a Residential Rental License if the Owner corrects the reason for the revocation of the Residential Rental License, is otherwise in compliance with this Ordinance and all other applicable rules, regulations, ordinances, and law, and has paid the Residential Rental License reinstatement fee or other fees, as may be adopted by Borough Council by Resolution.

SECTION 7. Owner's Designation of an Agent.

- A. Each Owner who is not an Owner-occupant, does not reside in the Borough of Myerstown or within a thirty-five (35) mile air radius of the Borough limits, or is not a natural person, shall appoint an Agent that resides or has an office in the Borough or within a thirty-five (35) mile air radius of the Borough limits. No Residential Rental License shall be issued to any Owner residing more than thirty-five (35) miles from the municipal limits of the Borough, or to an Owner who is not a natural person, unless the Owner provides the Borough with the name, mailing address, email address, and telephone number of the Agent residing or having an office within the thirty-five-mile radius, who is authorized to accept service of process on behalf of the Owner. For the purpose of this subsection, a post office box is not acceptable for the Agent's address. Any such Agent shall sign the Application form required by Section 5 of this Ordinance, and thereby acknowledge his/her legal obligations and responsibilities to act on the Owner's behalf under this Ordinance.
- B. The Owner or Agent shall provide contact information to the Borough which will permit the Borough, in the event of an emergency, to contact the Owner or Agent 24 hours a day, 7 days a week, 365 days a year. In the event the Borough alerts the Owner or the Owner's Agent of an emergency, the Owner or the Agent shall go to the Residential Rental Unit to address the emergency.
- C. If the Owner has appointed an Agent, the Agent shall be jointly responsible to fulfill all of the obligations set forth in this Ordinance. No Owner may relieve himself/herself of the responsibility to perform the duties set forth in this Ordinance by appointing an Agent.
- D. The Borough or Code Enforcement Officer shall determine whether a proposed Agent satisfies the requirements of this section.
- E. The Owner shall notify the Borough of any change in the identity of the Agent within ten (10) calendar days of the change.

SECTION 8. Change in Number of Residential Rental Units; Notification.

- A. The property owner shall notify the Borough, in writing, of any change to a property or structure, or portion of a property or structure, that creates or eliminates a Residential Rental Unit.

- B. The property owner shall comply with the provisions of this Section as it relates to the creation of a Residential Rental Unit not less than thirty (30) calendar days before the projected date of rental occupancy.
- C. A Residential Rental License issued after January 1 shall be valid for the remainder of the license term if the License is issued prior to October 1. If a Residential Rental License is issued after October 1, it shall be valid for the remainder of the license term, plus the following license term.

SECTION 9. Sale or Transfer or Residential Rental Units.

A license shall not be transferred. In the case of licensed Residential Rental Units that are sold or transferred, the new owner shall make application for a license for each Residential Rental Unit prior to the occupancy of the Residential Rental Unit. If the Residential Rental Unit is occupied at the time of the sale or transfer, the new owner shall make application for a Residential Rental License within ten (10) days of the date of sale or transfer.

SECTION 10. Responsibilities of Owner or Owner's Agent.

- A. It shall be the duty of every Owner or Owner's Agent of a residential rental property to:
 - 1. Keep and maintain all Residential Rental Units in compliance with all applicable codes and ordinances of the Borough, including but not limited to the Borough's Zoning Ordinance and Property Maintenance Code, and all applicable provisions of state laws and regulations.
 - 2. Keep and maintain all property in a good, safe, and sanitary condition.
 - 3. Be aware of, and act to eliminate, disruptive conduct in all units.
 - 4. Be present for all scheduled inspections of the Residential Rental Unit.
 - 5. Give at least twenty-four (24) hours' notice to tenants of any scheduled inspection of the Residential Rental Unit by the Code Enforcement Officer.
 - 6. Provide no less than forty-eight (48) hours' notice to the Code Enforcement Officer in the event that Owner needs to cancel or reschedule a scheduled inspection.
 - 7. Employ policies to manage the units under his/her control in compliance with the provisions of this Ordinance, other applicable Borough Ordinances, and applicable state laws.
 - 8. Pay or ensure payment of all real estate taxes, sewer rates, water rates, and trash collection fees to ensure that such vital utilities are provided.
 - 9. Provide trash and recyclable collection and disposal services and instruct tenants of the method and timing of trash and recyclable collection.

10. Take all actions necessary to ensure that each Residential Rental Unit is occupied by only one family, as defined in this Ordinance.
11. Provide each tenant with a disclosure statement containing the requirements of this Ordinance. Providing a copy of this Ordinance to each tenant will satisfy this requirement.

B. The Owner shall not knowingly permit tenants or occupants in a Residential Rental Unit to:

1. Engage in, or tolerate or permit guests on the premises to engage in, any conduct declared illegal under any federal criminal statute, and/or under the Pennsylvania Crimes Code (see 18 Pa. CSA § 101 et seq.) or Liquor Code (see 47 P.S. § 1-101 et seq.) or Controlled Substance, Drug, Device and Cosmetic Act (see 35 P.S. § 780-101 et seq.), or their successor laws.
2. Use the Residential Rental Unit in violation of the Myerstown Borough Code of Ordinances.

SECTION 11. Tenant and Occupant Responsibilities.

A. It shall be the duty of every Tenant and Occupant of a residential rental property to:

1. Comply with all obligations imposed upon tenants and occupants by this Ordinance, all applicable codes and ordinances of the Borough, and all applicable state laws and regulations.
2. Conduct themselves and require other persons, including, but not limited to, guests on the property and within the residential rental unit with the tenant's/occupant's consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by people occupying the same.
3. Use the unit for no purpose other than as a residence, or as permitted by the Borough's Zoning Ordinance with the appropriate zoning permit.
4. Collect and dispose of all rubbish, garbage, and other waste in a clean and sanitary manner, and comply with all Borough solid waste and recycling regulations. Tenants and Occupants shall use the trash and recyclable collection services provided by the Owner.
5. Not engage in, nor tolerate nor permit guests on the premises to engage in, any conduct declared illegal under any federal criminal statute, and/or declared illegal under the Pennsylvania Crimes Code (see 18 Pa. CSA § 101 et seq.) or Liquor Code (see 47 P.S. § 1-101 et seq.) or Controlled Substance, Drug, Device and Cosmetic Act (see 35 P.S. § 780-101 et seq.), or their successor laws.

6. Not engage in, nor tolerate nor permit guests on the premises to cause damage to the Residential Rental Unit or engage in, disruptive conduct or other violations of this Ordinance, other Borough code provisions or ordinances, or applicable state laws.
7. Permit inspections of the premises by a Code Enforcement Officer or his/her designee from the hours of 8:00 a.m. to 8:00 p.m., after receiving proper notice from the Owner, Owner's Agent, or Borough. Tenants/Occupants shall be afforded a minimum of twenty-four (24) hours' notice before any inspection by a Code Enforcement Officer shall occur.

SECTION 12. Rental Agreement.

Except as otherwise provided by this Ordinance, no rental agreement may provide that the owner or tenant agrees to waive or forego rights or remedies under this Ordinance. A provision prohibited by this subsection included in the rental agreement is hereby declared unenforceable and shall be grounds for denial of any approvals, certificates, or licenses requested or required under this Ordinance.

SECTION 13. Interpretation; Conflict of Laws.

Where the provisions of this Ordinance impose greater restrictions than those of any other ordinance or regulation, the provisions of this Ordinance shall control. Where the provisions of any statute, other ordinance or regulation impose greater restrictions than this Ordinance, the provisions of such statute, other ordinance or regulation shall control.

SECTION 14. Enforcement.

This Ordinance may be enforced by, and citations for violations of this Ordinance may be filed by any police officer employed by the Borough, by the Mayor, or by the person or legal entity appointed by the Borough as its Code Enforcement Officer.

SECTION 15. Simultaneous Enforcement.

Nothing in this Section shall preclude a Code Enforcement Officer or other designee of the Borough from, simultaneously with enforcing this Ordinance, issuing against the Owner a notice of violation, citation or any other document to enforce an applicable building, zoning, or property maintenance code of the Borough or the Commonwealth of Pennsylvania.

SECTION 16. Remedies.

- A. This Ordinance is not intended, nor shall its effect be, to limit any other enforcement remedies which may be available to the Borough relating to the abatement of nuisances or correction of building, zoning, or property maintenance code violations.
- B. If any violation of this Ordinance occurs, the Code Enforcement Officer may, in addition to other remedies, institute in the name of the Borough any appropriate action or proceedings to prevent, restrain, correct, or abate the violation.

- C. Any expenses incurred by the Borough while enforcing this Ordinance shall be recoverable from the property owner, in accordance with this Ordinance, the Borough Code, the Municipal Claims and Tax Liens Act, as may be applicable, and any other applicable law, code, or regulation. In addition, the offender shall be subject to all other penalties provided in this Ordinance.
- D. The owner, occupant, tenant, agent, or person in charge of any property or residential rental unit possesses the right to deny entry into any property, structure, or residential rental unit by a Code Enforcement Officer for the purposes of compliance with this Ordinance. However, nothing in this Ordinance shall prohibit a Code Enforcement Officer from doing any or all of the following:
 - 1. Asking an owner, occupant, tenant, agent, or person in charge of a property or residential rental unit for permission to inspect the premises, structure, or residential rental unit for compliance with this Ordinance and all applicable laws, regulations, and codes.
 - 2. Obtaining an administrative warrant, based on probable cause, to enter the property, structure, or residential rental unit.
 - 3. Entering the property, structure, or residential rental unit in the case of emergency circumstances requiring expeditious action.
 - 4. Issuing a notice in accordance with Section 6.H. of this Ordinance indicating that the Residential Rental License will be revoked, denied, or not renewed as a result of the Code Enforcement Officer being denied the right of entry to perform an inspection or carry out any other function as provided by this Ordinance.

SECTION 17. Scope of Inspections; Non-warranty.

- A. Neither the Borough of Myerstown nor any employee thereof assumes liability for the accuracy or quality of any inspection report regarding the condition of any property inspected pursuant to this Ordinance at the request of the Owner.
- B. The issuance of a Residential Rental License is not a representation by the Borough that the Residential Rental Unit and/or the Structure or Dwelling in which it is located is in compliance with all building, zoning, or property or property maintenance codes of the Borough or the Commonwealth of Pennsylvania. No tenant, prospective tenant, or any other person should view this Ordinance, or any Residential Rental License issued pursuant to this Ordinance, as a warranty or representation by the Borough that the Residential Rental Unit or the Structure or Dwelling in which it is located is free from any or all dangers, whether known, unknown, obvious, or hidden. The Borough is not making any warranty or representation to any person that the Residential Rental Unit or the Structure or Dwelling in which it is located is safe or habitable. By this Ordinance, the Borough is not assuming any liability not otherwise imposed upon it by law.

SECTION 18. Appeals.

- A. Appeals of a determination of the Code Enforcement Officer under this Ordinance to deny any application for, or application to renew, a Short-Term Rental License, or to revoke a Short-Term Rental License, shall be filed with the Borough Council within thirty (30) days of the date of the denial of application for or revocation of the License. Appeals shall be processed as follows:
1. All appeals shall be in writing and signed by the Appellant on forms prescribed by the Borough, and shall be accompanied by a fee, the amount of which shall be established by the Borough Council by resolution, which may include notice and advertising costs, and necessary administrative overhead in relation to the hearing.
 2. Each appeal shall fully set forth the determination appealed from, a detailed reason or basis for the appeal, and the relief sought. Every appeal shall refer to the specific circumstances of the case and the applicable provisions of this Ordinance.
- B. Hearings. The Borough Council shall conduct hearings and make decisions pursuant to the Act of December 2, 1968 (P.L. 1133, No. 353), known as the "Local Agency Law", and in accordance with the following requirements:
1. Written notice shall be given to the Appellant, the Code Enforcement Officer, and to any person who has made timely request for same. Written notices shall be given at such time and in such manner as shall be prescribed by rules of the Borough Council, but not less than fifteen (15) days prior to the hearing.
 2. The hearing shall be held within sixty (60) days from the date the appeal is filed, unless the Appellant has agreed in writing to an extension of time.
 3. The hearings shall be conducted by the Borough Council. The decision or, where no decision is called for, the findings shall be in writing by the Borough Council within forty-five (45) days after the conclusion of the hearing, unless the Appellant has agreed in writing to an extension of time, and shall be communicated to the Appellant and any other parties who have entered their written appearance and requested a copy of the decisions, at the addresses provided by them either by personal delivery or by United States First Class mail postage prepaid.
 4. The President or Vice-President of the Borough Council or the hearing officer presiding shall have power to administer oaths and issue subpoenas to compel the attendance of witnesses and the production of relevant documents and papers, including witnesses and documents requested by parties.
 5. The parties shall have the right to be represented by counsel and shall be afforded the opportunity to respond and present evidence and argument and cross-examine adverse witnesses on all relevant issues.

6. Formal rules of evidence shall not apply, but irrelevant, immaterial or unduly repetitious evidence may be excluded.
7. The Borough Council may, but is not required to, make a stenographic record of the proceedings. In the event a stenographic record of the proceedings is not provided by the Borough Council, a stenographic record shall be made and kept at the request of any party agreeing to pay the costs thereof. Any party or other person desiring a copy of the stenographic record shall order the copy directly from the stenographer who prepared the same and shall pay the cost imposed by the stenographer for the copy directly to the stenographer.
8. The Borough Council shall not communicate, directly or indirectly, with any party or any party's representatives in connection with any issue involved except upon notice and opportunity for all parties to participate; shall not take notice of any communication, reports, staff memoranda, or other materials, except advice from their solicitor, unless the parties are afforded an opportunity to contest the material so noticed; and shall not inspect the site or its surroundings after the commencement of hearings with any party or any party's representative unless all parties are given opportunity to be present.

SECTION 19. Violations and Penalties.

- A. It shall be a violation of this Ordinance to commit or to permit any other person to commit any of the following acts:
 1. To lease, let, or allow the occupancy of a Residential Rental Unit without obtaining a Residential Rental License where required by this Ordinance.
 2. To fail to perform the duties established by Section 10 of this Ordinance if such person is an Owner or Agent of a Residential Rental Unit.
 3. To fail to perform the duties established by Section 11 of this Ordinance if such person is an occupant of a Residential Rental Unit.
 4. To place false information on or omit relevant information from an Application for a Residential Rental License.
 5. To fail to comply with any other provisions of this Ordinance.
- B. Any person violating any provision of this Ordinance is subject to prosecution by action of the Borough before a Magisterial District Judge in the same manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure. Any person found in violation of any provision of this Ordinance shall pay a fine of not less than \$300.00 nor more than \$1,000.00, plus court costs, and/or may be imprisoned either for a violation of any provision of this Ordinance or for failure to pay a fine or costs for a term not to exceed ninety (90) days.

- C. A separate offense shall arise for each day or portion thereof in which a violation of any provision of this Ordinance exists.
- D. The Borough may enforce this Ordinance through a civil action filed in the Court of Common Pleas of Lebanon County, Pennsylvania.
- E. If the Borough files any legal action due to violations or non-compliance with this Ordinance, all reasonable attorney's fees and costs and expenses related thereto shall be paid by the Owner.

SECTION 20. Severability.

If any section, part, sentence, clause, or portion of this Ordinance is found by a court of competent jurisdiction to be illegal or unenforceable, the rest and remainder of this Ordinance shall be given full force and effect as if adopted by the Borough without the section, part, sentence, clause, or portion found illegal or unenforceable.

SECTION 21. Repealer.

All prior Borough Ordinances or portions thereof which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent necessary to give effect to this Ordinance.

SECTION 22. Effective Date.

This Ordinance shall be effective on January 1, 2024.

ENACTED and ORDAINED, this 12th day of September, 2023.



BOROUGH OF MYERSTOWN
Lebanon County, Pennsylvania

Gregory R. Rutt

Council President

Richard A. McNamee

Secretary

APPROVED:

Dome Bisher

Mayor