

## ARTICLE 1739

### Regulated Rental Unit Occupancy

1739.01	General
1739.02	Owner's Duties
1739.03	Occupant Duties
1739.04	Licenses and Inspection
1739.05	Grounds for Non-Renewal, Suspension or Revocation of License
1739.06	Violations and Penalties
1739.07	Miscellaneous Provisions

### CROSS REFERENCES

BOCA National Property Maintenance Code – Article 1733

Inspections – Article 1731

Codes Board of Appeals – Article 150.03(b)

Pennsylvania Crimes Code – 18 Pa.C.S.A. Sec. 101, et seq

Liquor Code – 47 P.S. Sec. 1-101 et seq

The Controlled Substance, Drug, Device and Cosmetic Act – 35 P.S. Sec. 780-101 et seq

#### **1739.01        GENERAL**

##### **A.        Purpose/Scope/Declaration of Policy and Findings.**

It is the purpose of this Ordinance and the policy of the City of Bethlehem, in order to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of Owners and Occupants relating to the rental of certain dwelling units in the City of Bethlehem and to encourage Owners and Occupants to maintain and improve the quality of rental housing within the community. It is also the policy of the City that Owners, Managers and Occupants share responsibilities to obey the various Codes adopted to protect and promote public health, safety and welfare. As means to those ends, this Ordinance provides for a system of inspections; issuance and renewal of occupancy license; and sets penalties for violations. This Ordinance shall be liberally construed and applied to promote its purposes and policies.

In considering the adoption of this Ordinance, the City of Bethlehem makes the following findings:

1.        There is a greater incidence of violations of various Codes of the City at residential properties where Owners do not reside in the City and rent such property to three or more unrelated individuals than at Owner-occupied residential properties or family-occupied residential rental properties.

2. There is a greater incidence of problems with the maintenance and upkeep of residential properties where Owners do not reside in the City and rent such property to three or more unrelated individuals than at Owner-occupied residential properties or family-occupied residential rental properties.

3. There is a greater incidence of disturbances which adversely affect the peace and quiet of the neighborhood at residential properties where Owners rent to three or more unrelated individuals than at Owner-occupied residential properties or family-occupied residential rental properties.

B. Definitions.

1. City - The City of Bethlehem, Lehigh and Northampton Counties, Pennsylvania.

2. Code - Any CODE or ordinance adopted, enacted, and/or in effect in and for the City of Bethlehem concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any PREMISES or DWELLING UNIT.

3. Code Enforcement Officer - The duly appointed CODE ENFORCEMENT OFFICER(S) having charge of Code Enforcement for the City of Bethlehem, and any assistants or deputies thereof.

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

5. Disruptive Conduct - Any form of conduct, action, incident or behavior perpetrated, caused or permitted, by any OCCUPANT or visitor of a REGULATED DWELLING UNIT that is a violation of existing Ordinances of the City of Bethlehem or statutes of the Commonwealth of Pennsylvania. In order for such Disruptive Conduct to constitute an offense under this Ordinance, a Citation must be issued by the POLICE and successfully prosecuted or a guilty plea entered before a District Justice. If an appeal is filed from a decision of a district justice, the matter shall not be deemed to constitute Disruptive Conduct, unless a finding of guilty is affirmed by a final decision on appeal. In addition, the POLICE shall file a DISRUPTIVE CONDUCT REPORT with the CODE ENFORCEMENT OFFICER who will keep a written record of such DISRUPTIVE CONDUCT.

6. Disruptive Conduct Report - A written report of DISRUPTIVE CONDUCT on a form to be prescribed therefor, to be completed by the POLICE, who actually investigate an alleged incident of DISRUPTIVE CONDUCT and which shall be delivered and maintained by the CODE ENFORCEMENT OFFICER.

7. Dwelling - A building having one or more DWELLING UNITS.

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

9. Guest - A PERSON on the PREMISES with the actual or implied consent of an OCCUPANT.

10. Landlord - One or more PERSONS, jointly or severally, in whom is vested all or part of the legal title to the PREMISES, or all or part of the beneficial ownership and a right to present use and enjoyment of the PREMISES, including a mortgage holder in possession of a REGULATED RENTAL UNIT. (Same as OWNER).

11. Manager - An adult individual designated by the OWNER of a REGULATED RENTAL UNIT under Section 3.C. The MANAGER shall be the agent of the OWNER for service of process and receiving notices or demands and to perform the obligation of the OWNER under this Ordinance and under RENTAL AGREEMENTS with OCCUPANTS.

12. Multiple-Unit Dwelling - A building containing two (2) or more independent DWELLING UNITS, including, but not limited to, double houses, row houses, town houses, condominiums, apartment houses, and conversion apartments.

13. Occupancy License - The License issued to the OWNER of REGULATED RENTAL UNITS under this Ordinance, which is required for the lawful rental and occupancy of REGULATED RENTAL UNITS.

14. Occupant - An individual who resides in a REGULATED RENTAL UNIT, whether or not he or she is the OWNER thereof, with whom a legal relationship with the OWNER/LANDLORD is established by a written lease or [by] other legally enforceable agreement under the laws of the Commonwealth of Pennsylvania.

15. Owner - One or more PERSONS, jointly or severally, in whom is vested all or part of the legal title to the PREMISES, or all or part of the beneficial Ownership and a right to present use and enjoyment of the PREMISES, including a mortgage holder in possession of a REGULATED RENTAL UNIT.

16. Owner-Occupied Dwelling Unit - A DWELLING UNIT in which the OWNER [resides on a regular, permanent basis] is domiciled.

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

18. Police - The POLICE Department of the City of Bethlehem, or any properly authorized member or officer thereof or any other law enforcement agency having jurisdiction within the City of Bethlehem.

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

20. Regulated Rental Unit - A DWELLING UNIT occupied by three or more, but not more than five, unrelated PERSONS under a RENTAL AGREEMENT.

21. Rental Agreement - A written agreement or other legally enforceable agreement between OWNER/LANDLORD and OCCUPANT/TENANT supplemented by the Addendum required under Article II, Section E of this Ordinance, embodying the terms and conditions concerning the use and occupancy of a specified REGULATED RENTAL UNIT or PREMISES.

22. Tenant - An individual who resides in a REGULATED RENTAL UNIT, whether or not he or she is the OWNER thereof with whom a legal relationship with the OWNER/LANDLORD is established by a [written] lease or by the laws of the Commonwealth of Pennsylvania. (Same as OCCUPANT)

23. Unrelated - Of or pertaining to two (2) or more PERSONS not related to one another through blood, adoption or marriage.

## **1739.02      OWNER'S DUTIES**

### **A.      General.**

2.1      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.

2.2      As provided for in this Ordinance, every OWNER shall be responsible for regulating the proper and lawful use and maintenance of every DWELLING which he, she or it owns. As provided for in this Ordinance, every OWNER shall also be responsible for regulating the conduct and activities of the OCCUPANTS of every REGULATED RENTAL UNIT which he, she or it owns in the CITY, which conduct or activity takes place at such REGULATED RENTAL UNIT or its PREMISES.

2.3      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.

2.4      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.

2.5 This Ordinance is not intended to, nor shall its effect be, to limit any other enforcement remedies which may be available to the CITY against an OWNER, OCCUPANT, or GUEST thereof.

B. Designation of Manager.

2.6 Every OWNER who is not a full-time resident of the City of Bethlehem, or elsewhere in an area that is not within a twenty (20) mile radius of the City of Bethlehem, shall designate a MANAGER who shall reside in an area that is within a twenty (20) mile radius of the City of Bethlehem. If the OWNER is a corporation, a MANAGER shall be required if an officer of the corporation does not reside within the aforesaid area. The officer shall perform the same function as a manager. If the OWNER is a partnership, a MANAGER shall be required if a partner does not reside within the aforesaid area. Said partner 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 Ordinance 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 CITY, and such information shall be kept current and updated as it changes.

C. Disclosure.

2.7 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.

2.8 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 inspection report relating to the property.

D. Maintenance of Premises.

2.9 The OWNER shall maintain the PREMISES in compliance with the applicable CODES of the CITY 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.

2.10 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.

2.11 In no case shall the existence of any agreement between OWNER and OCCUPANT relieve an OWNER of any responsibility under this Ordinance or other ordinances or codes for maintenance of PREMISES.

E. Written Rental Agreement.

2.12 All RENTAL AGREEMENTS for REGULATED DWELLING UNITS shall be in writing or otherwise legally enforceable and shall be supplemented with the Addendum attached hereto as Appendix A. 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.

2.13 Terms and Conditions. OWNER and OCCUPANT may include in a RENTAL AGREEMENT terms and conditions not prohibited by this Ordinance or other applicable ordinances, regulations, and laws, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

2.14 Prohibited Provisions. Except as otherwise provided by this Ordinance, no RENTAL AGREEMENT may provide that the OCCUPANT or OWNER agrees to waive or to forego rights or remedies under this Ordinance. A provision prohibited by this subsection included in RENTAL AGREEMENT is unenforceable.

2.15 Attachment of Ordinance to Rental Agreement. Following the effective date of this Ordinance, a summary hereof in a form provided to OWNER by the CITY, at the time of licensing, shall be attached or otherwise delivered with each RENTAL AGREEMENT delivered by or on behalf of an OWNER when any such agreement is presented for signing to any OCCUPANT, or is otherwise finalized with such occupant. If a summary has been provided when the RENTAL AGREEMENT was first executed, a summary does not have to be provided upon renewal. Where a RENTAL AGREEMENT has been entered into prior to the effective date of this Ordinance, the OWNER shall provide the OCCUPANTS with a copy of the summary within sixty days after enactment of this Ordinance.

2.16 The OWNER shall secure a written acknowledgment from OCCUPANTS that the OCCUPANTS have received the disclosures and information required by this Ordinance.

2.17 Upon oral or written request by the City of Bethlehem, the OWNER, within ten days of the request, shall furnish to the City, copies of the acknowledgment

that the OCCUPANTS received the disclosures and information required by this Ordinance.

2.18 Upon oral or written request by the City of Bethlehem, the OWNER, within ten days of the request, shall furnish to the City for inspection purposes only, copies of the leases the OWNER has entered into for regulated rental units.

F. Complaints.

2.19 The OWNER or MANAGER shall reply promptly to reasonable complaints and inquiries from OCCUPANTS.

G. Landlord/Tenant Act.

2.20 The OWNER shall comply with all provisions of the LANDLORD-TENANT Act of the Commonwealth of Pennsylvania.

H. Common Areas.

2.21 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

2.22 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.

2.26 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. City Can Make Repairs.

2.27 In case the OWNER of PREMISES shall neglect, fail or refuse to comply with any notice from the CITY 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 CITY may cause the violation to be corrected. There shall be imposed upon the OWNER a charge of the actual costs involved, plus ten percent (10%) of said costs for each time the CITY 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 CITY and its CODE ENFORCEMENT OFFICER may invoke such other remedies available under this Ordinance or other applicable codes, ordinances or statutes, including where appropriate, condemnation proceedings or declaration of PREMISES as unfit for habitation; or suspension, revocation, or non-renewal of the License issued hereunder.

L. 2.28 The OWNER shall permit inspections of any PREMISES by the CODE ENFORCEMENT OFFICER at reasonable times upon reasonable notice.

### **1739.03 OCCUPANT DUTIES**

#### **A. General.**

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

#### **B. Health and Safety Regulations.**

3.2 The maximum number of persons permitted to reside in any REGULATED RENTAL UNIT at any time shall not exceed five (5) occupants. Occupancy limitations can be found in the International Property Maintenance Code, Section PM 404.0 titled "Occupancy Limitations". (Ord. 2010-38 - Passed 12/21/10.)

3.3 The OCCUPANT shall dispose from his or her REGULATED RENTAL UNIT all rubbish, garbage, and other waste in a clean and safe manner, and separate and place for collection all recyclable materials, in compliance with the Recycling Plan submitted by the OWNER to the CITY under Bethlehem's Solid Waste and Recycling Ordinance; or, if there is no Recycling Plan for the PREMISES, then in compliance with Bethlehem's Solid Waste and Recycling Ordinance and all other applicable ordinances, laws and regulations.

#### **C. Peaceful Enjoyment.**

3.4 The OCCUPANT shall conduct himself or herself and require other PERSONS, including, but not limited to, GUESTS on the PREMISES and within his or her REGULATED RENTAL UNIT with his or her consent, to conduct themselves in a manner compliant with the Ordinances and regulations of the City of Bethlehem that will not disturb the peaceful enjoyment of the PREMISES by others, and that will not disturb the peaceful enjoyment of adjacent or nearby DWELLINGS by the PERSONS occupying same.

#### **D. Residential Use.**

3.5 The OCCUPANT shall, unless otherwise permitted by applicable law or ordinance; occupy or use his or her REGULATED RENTAL UNIT for no other purpose than as a residence.

E. Illegal Activities.

3.6 The OCCUPANT shall not engage in, nor tolerate nor permit others on the PREMISES to engage in, any conduct declared illegal under any federal criminal statute, and/or under the Pennsylvania Crimes Code (18 Pa.C.S.A. § 101, et seq) or Liquor Code (47 P.S. § 1-101 et seq), or The Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. § 780-101 et seq).

F. Disruptive Conduct.

3.7 The OCCUPANT shall not engage in, nor tolerate nor permit others on the PREMISES to engage in, DISRUPTIVE CONDUCT, or other violations of the Ordinance.

3.8 When POLICE investigate an alleged incident of DISRUPTIVE CONDUCT, he or she shall complete a DISRUPTIVE CONDUCT REPORT upon a finding that the reported incident did, in his or her judgment, constitute "DISRUPTIVE CONDUCT" as defined herein. The information filled in on said report shall include, if possible, the identity or identities of the alleged perpetrator(s) of the DISRUPTIVE CONDUCT and all other obtainable information including the factual basis for the DISRUPTIVE CONDUCT requested on the prescribed form. Where the POLICE make such investigation, said POLICE officer shall then submit the completed DISRUPTIVE CONDUCT REPORT to the CODE ENFORCEMENT OFFICER. In all cases, the CODE ENFORCEMENT OFFICER shall mail a copy of the DISRUPTIVE CONDUCT REPORT to the OWNER or MANAGER within three working days of the occurrence of the alleged DISRUPTIVE CONDUCT.

G. Compliance with Rental Agreement.

3.9 The OCCUPANT shall comply with all lawful provisions of the RENTAL AGREEMENT entered into between OWNER and OCCUPANT. Failure to comply may result in the eviction of the OCCUPANT by the OWNER.

H. Damage to Premises.

3.10 The OCCUPANT shall not intentionally cause, nor permit nor tolerate others to cause, damage to the PREMISES. Conduct which results in damages in excess of \$500.00 shall be considered a violation of this Ordinance.

I. Inspection of Premises.

3.11 The OCCUPANT shall permit inspections by the CODE ENFORCEMENT OFFICER of the PREMISES at reasonable times (during business hours of the Bureau of Inspections), upon reasonable notice (twenty-four hours notice, either written or oral, by the Bureau of Inspections).

**1739.04      LICENSES AND INSPECTION****A.      License Requirement.**

4.1      As a prerequisite to entering into a RENTAL AGREEMENT or permitting the occupancy of any REGULATED RENTAL UNIT (except as provided in subparagraph C, below), the OWNER of every such REGULATED RENTAL UNIT shall be required to apply for and obtain a License for each REGULATED RENTAL UNIT.

4.2      A License shall be required for all REGULATED RENTAL UNITS.

4.3      The following categories of rental properties shall not require Licenses, and shall not, therefore, be subject to the permitting provision of this Ordinance:

- a.      OWNER-occupied DWELLING UNITS provided that not more than two UNRELATED individuals, in addition to the immediate members of the OWNER'S family, occupy the DWELLING UNIT at any given time.
- b.      Hotels and motels.
- c.      Hospitals and nursing homes.
- d.      Bed and Breakfast Homes as defined in the CITY'S Zoning Ordinance.

4.4      A License shall not be required for MULTIPLE-UNIT DWELLINGS, although a License shall be required for each REGULATED RENTAL UNIT within the structure. The foregoing notwithstanding, all other provisions of this Ordinance shall apply to the COMMON AREAS of the structure.

4.5      The application for the License shall be in a form as determined by the CITY.

4.6      The OWNER shall maintain a current list of OCCUPANTS in each REGULATED DWELLING UNIT which shall include their name, permanent address and permanent telephone number. The OWNER shall furnish the list to the CITY upon request and shall notify the CITY of any changes in the number of OCCUPANTS so that revisions can be made to the License.

4.7      The OWNER shall furnish with his or her application for license a copy of the written lease form or detailed written summary of the terms and conditions of any lease agreement the OWNER intends to have the OCCUPANTS of each licensed dwelling unit execute or otherwise agree to. If the OWNER uses more than one form of lease, the OWNER shall furnish a copy of each form. The license will not be issued if the lease form does not meet the requirements of 1739.02, Section E. of this Ordinance.

4.8 The OWNER shall furnish with his or her application, for inspection purposes only, the leases that have been entered into that will cover all or part of the license term. The license will not be issued if such leases are not furnished for inspection. Leases shall be furnished for all persons who have paid a downpayment at the time that the OWNER applies for a license or who have committed to residing in the premises.

B. Annual License Term, Fee and Occupancy Limit.

4.9 Each License shall have an annual term and each Regulated Rental Unit shall be subject to a minimum of one annual inspection based on the following schedule:

- a.) Properties in Wards 6-15 of the City shall be inspected and licensed during the months of January, February and March, April, May and June.
- b.) Properties in Wards 1-5, 16 and 17 of the City shall be inspected and licensed during the months of July, August and September, October, November and December.

(Ord. 4131; Passed 5/22/02)

4.10 Upon application for a License and prior to issuance or renewal thereof, each applicant shall pay to the CITY an annual License and inspection fee.

- a.) Registration – The fee for a Residential Rental Registration shall be sixty dollars (\$60.00) per residential rental unit plus ten dollars (\$10.00) per occupant with a maximum of five (5) occupants per year due and payable at the time of the scheduling of the original inspection. (Ord. 2010-38 - Passed 12/21/10.)
- b.) Licensure (Certificate of Occupancy) – See Article 1731, Inspections, of the Codified Ordinances of the City of Bethlehem.
- c.) Reinspection – See Article 1731.02(c) of the Codified Ordinances of the City of Bethlehem.
- d.) Reinstatement – The fee to reinstate a revoked Residential Rental Registration or a Residential Rental License shall be one hundred dollars (\$100.00) per residential rental unit and ten dollars (\$10.00) per occupant with a maximum of five (5) occupants.
- e.) Transfer – See Article 1731.02(c) of the Codified Ordinances of the City of Bethlehem.

For inspection fees, see Article 1731.02 of the Codified Ordinances of the City of Bethlehem.



formal warning shall be removed when the OWNER applies for License renewal at a time set by the CODE ENFORCEMENT OFFICER or by City of Bethlehem.

5.3 Non-Renewal - The denial of the privilege to apply for License renewal after expiration of the License term. The CITY will permit the OWNER to maintain OCCUPANTS in the PREMISES until the end of the license term but will not accept applications for renewal of the License until a time set by the CODE ENFORCEMENT OFFICER or by City of Bethlehem such time not to exceed one year from the renewal date.

5.4 Suspension - The immediate loss of the privilege to rent REGULATED RENTAL UNITS for a period of time set by the CODE ENFORCEMENT OFFICER or City of Bethlehem such time not to exceed one year from the date of suspension. The OWNER, after the expiration of the suspension period, may apply for License renewal without the need to show cause why the OWNER'S privilege to apply for a License should be reinstated. Upon suspension, the OWNER shall take immediate steps to evict the OCCUPANTS.

5.5 Revocation - The immediate loss of the privilege to rent REGULATED RENTAL UNITS for a period of time set by the CODE ENFORCEMENT OFFICER or the City of Bethlehem and the loss of the privilege to apply for renewal of the License at the expiration of the time period such time not to exceed one year from the date of revocation. Upon the loss of the privilege to rent, the OWNER shall take immediate steps to evict the OCCUPANTS.

5.6 Reinstatement – A Residential Rental Registration shall be reinstated if the owner or operator of a REGULATED RENTAL UNIT corrects the reason for the revocation of the Residential Rental Registration and has paid the Residential Rental Registration reinstatement fee.

C. Criteria for Applying Sanctions.

5.7 The CODE ENFORCEMENT OFFICER, when recommending sanctions, and the City of Bethlehem, when applying sanctions, shall consider the following:

(A) The effect of the violation on the health, safety and welfare of the OCCUPANTS of the REGULATED RENTAL UNIT and other residents of the PREMISES.

(B) The effect of the violation on the neighborhood.

(C) Whether the OWNER has prior violations of this Ordinance and other ordinances of the CITY or has received notices of violations as provided for in this Ordinance.

(D) Whether the OWNER has been subject to sanctions under this Ordinance.

(E) The effect of sanctions against the OWNER on the OCCUPANTS.

(F) The action taken by the OWNER to remedy the violation and to prevent future violations, including any written plan submitted by the OWNER.

(G) The policies and lease language employed by the OWNER to manage the REGULATED DWELLING UNIT to enable the OWNER to comply with the provisions of this Ordinance.

(H) In addition to enforcing sanctions as set forth above, the CODE ENFORCEMENT OFFICER may recommend and City of Bethlehem may impose upon the existing or subsequent licenses reasonable conditions related to fulfilling the purposes of this Ordinance.

D. Grounds for Imposing Sanctions.

5.8 Any of the following may subject an OWNER to sanctions as provided for in this Article:

(A) Failure to abate a violation of CITY Codes and ordinances that apply to the PREMISES within the time directed by the CODE ENFORCEMENT OFFICER.

(B) Refusal to permit the inspection of the PREMISES by the CODE ENFORCEMENT OFFICER as required by 1739.04, Section C of this Ordinance.

(C) Failure to take steps to remedy and prevent violations of this Ordinance by OCCUPANTS of REGULATED RENTAL UNITS as required by 1739.02, Section A of this Ordinance.

(D) Failure to evict OCCUPANTS after having been directed to do so by the CODE ENFORCEMENT OFFICER of the CITY as provided for in 1739.02, Section I of this Ordinance.

(E) Three violations of this Ordinance or other ordinances of the CITY that apply to the PREMISES within a License term. For purposes of this Ordinance, there need be no criminal conviction before a violation can be found to exist. Before a prior violation can be considered under this Section, the OWNER must have received notice in writing of this violation within thirty days after the CODE ENFORCEMENT OFFICER received notice of the violation.

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

5.9 Notification. Following a determination that grounds for non-renewal, suspension or revocation of a License exist, the CODE ENFORCEMENT OFFICER shall notify the OWNER of the action to be taken and the reason therefor. Such notification shall be in writing, addressed to the OWNER in question, and shall contain the following information:

- (A) The address of the PREMISES in question and identification of the particular REGULATED RENTAL UNIT(S) affected.
- (B) A description of the violation which has been found to exist.
- (C) A statement that the License for said REGULATED RENTAL UNIT(S) shall be either suspended or revoked, or will not be renewed for the next License or that the OWNER will receive a formal warning. In the case of a suspension or revocation, the notice shall state the date upon which such suspension or revocation will commence, and in the case of a suspension shall also state the duration of said suspension.
- (D) A statement that, due to the non-renewal, suspension or revocation (as the case may be), the OWNER or any PERSON acting on his, her or its behalf is prohibited from renting, letting, or permitting occupancy of the DWELLING UNIT(S) by more than two UNRELATED individuals subject to said enforcement action, from and during the period said action is in effect.
- (E) Any person affected by a decision of the CODE ENFORCEMENT OFFICER or a notice or order issued by the CODE ENFORCEMENT OFFICER shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 10 days after the day the decision, notice or order was served. An application for appeal may be made when it is claimed that: the true intent of the Codes or rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better method can be used. See BOCA National Property Maintenance Code, Section PM 111.0, Titled "Means of Appeal". See also Article 150.03 (b) "Codes Board of Appeals", of the Codified Ordinances of the City of Bethlehem.

5.10 Delivery of Notification.

- (A) All notices shall be sent to the OWNER and MANAGER, if applicable, by certified mail. In the event that the notice is returned by the postal authorities marked "unclaimed" or "refused", then the CODE ENFORCEMENT OFFICER shall attempt delivery by personal service on the OWNER or MANAGER, if applicable. The CODE ENFORCEMENT OFFICER shall also post the notice at a conspicuous place on the PREMISES.
- (B) If personal service cannot be accomplished after a reasonable attempt to do so, then the notice may be sent to the OWNER or MANAGER at the address stated on the most current License application for the PREMISES in question, by regular first class mail, postage prepaid. If such notice is not returned by the postal authorities within five days of its deposit in the U.S. mail, then it shall be deemed to have been delivered to and received by the addressee on the fifth day following its deposit in the U.S. mail, and

all time periods set forth under Section 1 above, shall thereupon be calculated from said fifth day.

## **1739.06        VIOLATIONS AND PENALTIES**

### **6.1        Basis for Violation.**

It shall be unlawful for any PERSON, as either OWNER or MANAGER of a REGULATED RENTAL UNIT for which a License is required, to operate without a valid, current License issued by the CITY authorizing such operation. It shall also be unlawful for any PERSON, either OWNER or MANAGER, to allow the number of OCCUPANTS of a REGULATED RENTAL UNIT to exceed the maximum limit as set forth on the License, or to violate any other provision of this Ordinance. IT SHALL BE UNLAWFUL FOR ANY OCCUPANT TO VIOLATE THIS ORDINANCE.

### **6.2        Penalties.**

Any person who shall violate a provision of this Ordinance or shall fail to comply with any of the requirements hereof, or the Building Code of the City, or shall be in violation of an approved plan or directive of the Code Enforcement Officer shall, upon conviction thereof before the district Magistrate of the City of Bethlehem, Pennsylvania, be liable to pay the following penalties:

- a)        First Violation - A fine of \$200.00, or thirty days imprisonment, or both;
- b)        Second Violation – A fine of \$500.00, or sixty days imprisonment, or both;
- c)        Third and each subsequent violation - A fine of \$1,000.00, or ninety days imprisonment, or both.

Upon conviction of a third offense, the OWNER of the property will be required to begin eviction of the tenants/occupants of the property.

### **6.3        Non-exclusive Remedies.**

The penalty provisions of this Article and the License non-renewal, suspension and revocation procedures provided in this Ordinance shall be independent, non-mutually exclusive separate remedies, all of which shall be available to the CITY as may be deemed appropriate for carrying out the purposes of this Ordinance. The remedies and procedures provided in this Ordinance for violation hereof are not intended to supplant or replace, to any degree, the remedies and procedures available to the CITY in the case of a violation of any other Code or ordinance of the CITY, whether or not such other Code or ordinance is referenced in this Ordinance and whether or not an ongoing violation of such other Code or ordinance is cited as the underlying ground for a finding of a violation of this Ordinance.

**1739.07**      **MISCELLANEOUS PROVISIONS**7.1      Notices.

(A)      For purposes of this Ordinance, any notice required hereunder to be given to a MANAGER shall be deemed as notice given to the OWNER.

(B)      There shall be a rebuttable presumption that any notice required to be given to the OWNER under this Ordinance shall have been received by such OWNER if the notice was given to the OWNER in the manner provided by this Ordinance.

(C)      A claimed lack of knowledge by the OWNER of any violation hereunder cited shall be no defense to License non-renewal, suspension or revocation proceedings as long as all notices prerequisite to institution of such proceedings have been given and deemed received in accordance with the applicable provisions of this Ordinance.

7.2      Changes in Ownership/Occupancy.

It shall be the duty of each OWNER of a REGULATED RENTAL UNIT to notify the CODE ENFORCEMENT OFFICER in writing within five (5) days of any change in Ownership of the PREMISES or of the number of REGULATED RENTAL UNITS on the PREMISES. It shall also be the duty of the OWNER to notify the CODE ENFORCEMENT OFFICER in writing within five (5) days of any increase in the number of OCCUPANTS in any REGULATED RENTAL UNIT or of the changing of a DWELLING UNIT from OWNER-OCCUPIED to nonowner-occupied, which thereby transforms the DWELLING into a REGULATED RENTAL UNIT for purposes of this Ordinance. Failure to so notify the CODE ENFORCEMENT OFFICER shall be considered a violation of this Ordinance.

7.3      Owners Severally Responsible.

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

7.4      Severability.

If any provision of this Ordinance or the application thereof to any PERSON or circumstances is held invalid, such holding shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared severable.

7.5      Repealer.

All ordinances or parts of ordinances, which are inconsistent herewith, are hereby repealed to the extent of such inconsistency.

7.6      Effective date.

Pursuant to 53 P.S. 41608(b), this Ordinance shall take effect twenty days after its final passage by City Council and approval by the Mayor.  
(Ord. 4038; Passed 11/8/00.)

ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

This Addendum to Residential Rental Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and is incorporated into and shall be deemed to amend and supplement the Residential Rental Agreement made by the undersigned Tenant and Landlord, their heirs, successors and assigns, dated \_\_\_\_\_. The Residential Rental Agreement and this Addendum pertain to the premises described in said agreement and located at \_\_\_\_\_. This Addendum is required by Article II, Section E. of the Regulated Rental Unit Occupancy Ordinance of the City of Bethlehem.

ADDITIONAL COVENANTS AND OBLIGATIONS

In addition to the covenants and obligations set forth in the aforementioned Residential Rental Agreement, Tenant and Landlord hereby covenant and agree as follows:

A. Landlord’s Covenants and Obligations:

1. Landlord shall keep and maintain the leased premises in compliance with all applicable Codes and Ordinances of the City of Bethlehem and all applicable state laws and shall keep the leased premises in good and safe condition.

2. The manager for the leased premises shall be as follows:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

3. The Landlord shall be responsible for regularly performing all routine maintenance, including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the leased premises, except for any specific tasks which the parties hereby agree shall be delegated to the Tenant and which are identified as follows:

4. The Landlord shall promptly respond to reasonable complaints and inquiries from the Tenant.

5. The Landlord shall comply with all applicable provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.

B. Tenant’s Covenants and Obligations:

1. Tenant shall comply with all applicable Codes and Ordinances of the City of Bethlehem and all applicable state laws.

2. Tenant agrees that the maximum number of persons permitted within the regulated rental unit at any time shall be \_\_\_\_\_ and the maximum number of persons permitted within the common areas of the leased premises at any time shall be \_\_\_\_\_.

3. Tenant shall dispose of all rubbish, garbage and other waste from the leased premises in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with City of Bethlehem's Solid Waste and Recycling Ordinance.

4. Tenant shall not engage in any conduct on the leased premises which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Tenant permit others on the premises to engage in such conduct.

5. Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.

6. Tenant shall not cause, nor permit nor tolerate to be caused, damage to the leased premises, except for ordinary wear and tear.

7. Tenant shall not engage in, nor tolerate nor permit others on the leased premises to engage in, "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a regulated rental unit that is so loud, untimely, offensive, riotous or that otherwise unreasonably disturbs other persons in their peaceful enjoyment of their premises such that a report is made to the police and/or to the Code Enforcement Officer. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for a person to have perpetrated, caused or permitted the commission of disruptive conduct as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless the Code Enforcement Officer or police shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report of such occurrence."

8. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Regulated Rental Unit Occupancy Ordinance of the City of Bethlehem and that the issuance by any municipal officer of the City of Bethlehem of a Certificate of Non-compliance with said Ordinance relating to the leased premises shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, Landlord shall have the right and option to pursue any and all of the following remedies:

- a. Termination of the rental agreement without prior notice;

- b. Bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs;
- c. Bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney's fees and costs;
- d. Bring an action for damages caused by Tenant's breach, including reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Witness

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Tenant

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Tenant

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Witness

\_\_\_\_\_  
Landlord