

# CITY OF BETHLEHEM

## Department of Community and Economic Development Interoffice Memo

**To:** Adam Waldron, City Council President  
**From:** Alicia Miller Karner, Director DCED  
**Date:** February 12, 2020  
**Re:** Residential Rental Housing Ordinance

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On November 11, 2019, the Department of Community and Economic Development forwarded an ordinance that would require annual licensing and a 3-year inspection schedule for all residential rental units. This ordinance was a recommendation from the city's comprehensive blight analysis.

Since forwarding the ordinance for Council's consideration it has come to our attention that some minor revisions would strengthen the ordinance and improve the city's ability to effectively implement and administer this program for the 14,000 rental units in Bethlehem.

The recommended revisions are outlined in the attached document and include:

- 1738.04.B.2 Inspection Fees - The inclusion of inspection fee schedule associated with residential rental units. Previously, all inspection fees were referenced in Article 1731. Upon consideration, it was determined that setting forth an initial inspection fee schedule in 1738 along with language to allow that fee schedule could be changed in the future by Resolution of City Council provided clarity and flexibility. Additional fees for other inspections (sales, commercial units, etc) continue to be referenced in 1731.
- 1738.05.B.2 Suspension - A minor rewording is recommended to clarify when a suspension of license would be warranted.
- 1738.05.B.5 Reinstatement - The addition of verbiage which fixes the Residential Rental Registration reinstatement fee at \$50.00, unless altered by a Resolution of City Council .
- 1738.06.B.1 Penalties - Clarification on what violations constitute actionable penalties.

The Department of Community and Economic Development respectfully submits the attached revised Ordinance for consideration at the February 20<sup>th</sup> Committee meeting.

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DATE: 2/12/20

  
Alicia Miller Karner  
Director, Community & Economic Development

**Redline showing new Administration revisions to the Bill establishing Article 1738 that was placed on the City Council agenda, as a communication, at the November 19, 2019 City Council Meeting**

BILL NO. \_\_\_\_\_~~2019~~2020

ORDINANCE NO. ~~2019~~2020-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BETHLEHEM,  
COUNTIES OF LEHIGH AND NORTHAMPTON,  
COMMONWEALTH OF PENNSYLVANIA, ADDING  
ARTICLE 1738 OF THE CODIFIED ORDINANCES  
OF THE CITY OF BETHLEHEM  
RELATING TO "RESIDENTIAL RENTAL UNITS"

THE COUNCIL OF THE CITY OF BETHLEHEM HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Article 1738 of the Codified Ordinances of the City of Bethlehem, entitled "Residential Rental Units", is hereby established and shall read as follows:

**1738.01    GENERAL**

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

It is the purpose of this Article 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 Article 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.

B. Definitions.

1. Board of Appeal: The Board of Appeal identified in Article 150 of the Codified Ordinances of the City of Bethlehem and/or occasionally known as the "Codes Board of Appeals".

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

3. Code - Any CODE or ordinance, including but not limited to Article 1733 (relating to the International Property Maintenance Code) of the City's Codified Ordinances, 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.

4. Code Official - The duly appointed CODE OFFICIAL(S) having charge of Code Enforcement for the City of Bethlehem, and any assistants or designees thereof.

5. Dwelling Unit - A room or group of rooms within a structure 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.

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

7. 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 RESIDENTIAL RENTAL UNIT. The term Landlord shall be used interchangeably with the term Owner within the meaning of this Article.

8. Manager - An adult individual designated by the OWNER of a RESIDENTIAL RENTAL UNIT under Section 1738.02.B. 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 Article and under RENTAL AGREEMENTS with OCCUPANTS.

9. [Reserved.]

10. Occupancy License - The License issued to the OWNER of RESIDENTIAL RENTAL UNITS under this Article, which is required for the lawful rental and occupancy of RESIDENTIAL RENTAL UNITS.

11. Occupant - An individual who resides in a RESIDENTIAL 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. The term Occupant shall be used interchangeably with the term Tenant within the meaning of this Article.

12. 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 RESIDENTIAL RENTAL UNIT. The term Owner shall be used interchangeably with the term Landlord within the meaning of this Article.

13. Owner-Occupied Dwelling Unit - A DWELLING UNIT in which the OWNER resides on a regular, permanent basis.

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

15. 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 RESIDENTIAL RENTAL UNITS is located. The term PREMISES shall also include the RESIDENTIAL RENTAL UNIT.

16. Rental Agreement – An agreement or arrangement between an OWNER/LANDLORD and at least one OCCUPANT/TENANT concerning the use and occupancy of a specified RESIDENTIAL RENTAL UNIT.

17. Residential Rental Unit – A dwelling unit as defined by the City of Bethlehem Zoning Ordinance, but which is subject to a rental agreement or arrangement between at least one occupant and the Owner. A residential rental unit can be a “single family detached dwelling”, a “single family attached dwelling”, a “single family semi-detached dwelling”, each unit of a “two family detached dwelling”, each unit of a “two family semi-detached dwelling”, or any individual dwelling unit found in a “multi-family dwelling”, as each of these terms is defined by the City of Bethlehem Zoning Ordinance. Residential Rental Units shall not include any property qualifying as any of the following:

- any dwelling unit in which the owner resides but allows one or more tenants to share the same dwelling unit occupied by the owner;
- any rooming facility under Article 1735;
- any regulated rental unit under Article 1739;
- any short term lodging facility under Article 1741;
- any hotel or motel, as defined by the City of Bethlehem Zoning Ordinance;
- any hospital or nursing home, as defined by the City of Bethlehem Zoning Ordinance; and
- any bed and breakfast home as defined by the City of Bethlehem Zoning Ordinance.

18. Tenant - An individual who resides in a RESIDENTIAL 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. The term Tenant shall be used interchangeably with the term Occupant within the meaning of this Article.

## **1738.02 OWNER'S DUTIES**

### **A. General.**

1. It shall be the duty of every OWNER to comply with the licensing and inspection requirements of section 1738.04 of this Article.

2. It shall be the duty of every OWNER to keep and maintain all PREMISES in compliance with all applicable Codes and provisions of all other applicable state laws and regulations and local ordinances and to keep such PREMISES in good and safe condition.
3. As provided for in this Article, every OWNER shall be responsible for regulating the proper and lawful use and maintenance of every PREMISES which he, she or it owns.
4. The OWNER shall furnish to the Code Official in writing any change of address or contact information pertaining to Owner within five (5) calendar days of any change.
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.

1. 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 Article and under RENTAL AGREEMENTS with OCCUPANTS. The identity, address and telephone number(s) of a PERSON who is designated as MANAGER hereunder shall be provided by OWNER or MANAGER to the CITY, and such information shall be kept current and updated as it changes.

C. Disclosure.

1. On or before the commencement of the tenancy, the OWNER or MANAGER shall disclose to the OCCUPANT in writing the name, address and telephone number of the MANAGER, if applicable.
2. The OWNER or MANAGER shall furnish all OCCUPANTS with the most recent inspection report relating to the property within ten calendar (10) days from receipt from the City.

D. Maintenance of Premises.

1. 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. The OWNER and OCCUPANT may agree that the OCCUPANT is to perform specified repairs, maintenance tasks, alterations, or remodeling. In such case, however, such agreement between the OWNER and OCCUPANT must be in writing. Such an agreement may be entered into between the OWNER and OCCUPANT only if:
  - a. the agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the OWNER or OCCUPANT; and
  - b. the agreement does not diminish or affect the obligation of the OWNER to other OCCUPANTS in the PREMISES.
3. In no case shall the existence of any agreement between OWNER and OCCUPANT relieve an OWNER of any responsibility under this Article or other ordinances or codes for maintenance of PREMISES.

E. [Reserved.]

F. Complaints.

1. The OWNER or MANAGER shall promptly address reasonable complaints and inquiries from an OCCUPANT and promptly resolve any conditions which exist on the PREMISES in violation of any Code of the City.

G. [Reserved.]

H. [Reserved.]

I. [Reserved.]

J. Code Violations.

1. Upon receiving notice of any code violations from the CODE OFFICIAL, the OWNER shall promptly take action, or cause the necessary action to be taken, to abate the offending condition and eliminate the violation.

K. [Reserved.]

L. Inspection Access Hours.



1. The OWNER shall permit inspections of any PREMISES by the CODE OFFICIAL at reasonable times upon reasonable notice.

**1738.03 OCCUPANT DUTIES**

**A. General.**

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

**B. Health and Safety Regulations.**

1. The OCCUPANT shall dispose from his or her RESIDENTIAL 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.**

1. 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 RESIDENTIAL 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.**

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

**E. Illegal Activities.**

1. 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. [Reserved.]**



G. Compliance with Rental Agreement.

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

H. Damage to Premises.

1. 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 Article.

I. Inspection of Premises.

1. The OCCUPANT shall permit inspections by the CODE OFFICIAL 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).

**1738.04 LICENSES AND INSPECTION**

A. License Requirement, Annual Term, Fee

1. As a prerequisite to furnishing or allowing the occupancy of any RESIDENTIAL RENTAL UNIT, the OWNER of every such RESIDENTIAL RENTAL UNIT shall be required to apply for and obtain a License for each RESIDENTIAL RENTAL UNIT.
2. A License shall be required for each and every RESIDENTIAL RENTAL UNIT.
3. [Reserved.]
4. The application for License shall be on a form as determined by the CITY.
5. Each License shall have an annual term. Upon application for a License and prior to issuance or renewal thereof, each applicant shall pay to the CITY an annual License fee.
6. Unless altered by a resolution of the City Council, the fee for a Residential Rental Unit License shall be:

1-3 Units - \$75 per unit  
4-9 Units - \$250 flat fee  
10-19 Units - \$350 flat fee  
20-49 Units - \$450 flat fee  
50+ Units - \$600 flat fee

7. No license shall be issued if the OWNER has not paid any fines and costs arising from enforcement of this Article or any of the ordinances of the City of Bethlehem relating to land use and/or code enforcement or if any licensing or inspection fees under this Article are due and owing the City, or if there is a CODE violation which remains unresolved at the time the license application is received by the City.

B. Inspection.

1. Every Residential Rental Unit shall be subject to inspection every three years by the CODE OFFICIAL. The inspection may, at the discretion of the City's CODE OFFICIAL, also include the PREMISES generally.
2. The fee ~~for inspections is schedule~~ set forth ~~at Section by Article~~ 1731 of the Codified ~~Ordinance~~ Ordinances shall not apply to the inspections required by this Article 1738. Unless altered by a resolution of the City Council, the fee for inspections under this Article shall be as follows:

Initial inspection fee:

<u>1-3 Units</u>	<u>\$100 per unit</u>
<u>4-9 Units</u>	<u>\$400 flat fee</u>
<u>10-19 Units</u>	<u>\$800 flat fee</u>
<u>20-49 Units</u>	<u>\$1,500 flat fee</u>
<u>50-149 Units</u>	<u>\$4,500 flat fee</u>
<u>150+ Units</u>	<u>\$9,000 flat fee</u>

Reinspections (per dwelling unit) to verify correction of Bethlehem, Section 1731.02-violations:

<u>First reinspecton:</u>	<u>no charge</u>
<u>Second reinspection:</u>	<u>\$ 75.00</u>
<u>Third reinspection:</u>	<u>\$100.00</u>
<u>Each subsequent reinspection:</u>	<u>\$125.00</u>

3. As a prerequisite for the occupancy of any Residential Rental Unit, such unit must pass the inspection of the CODE OFFICIAL required by this Article, which evidence of compliance shall be established by a certificate of occupancy issued by such CODE OFFICIAL.
4. Following each inspection for which one or more violations of this Article exists, the CODE OFFICIAL shall issue a Formal Warning to the OWNER which incorporates the content of the CODE OFFICIAL'S report. The Formal Warning shall be considered moot when every violation in the Formal Warning has been corrected.
5. ~~4.~~—The CODE OFFICIAL is hereby designated as the official authorized to enforce this Article and may, at his or her discretion, take appropriate measures to abate violations hereof, for and on behalf of the City of Bethlehem.

6. ~~5.~~ This section shall not be construed so as to limit or restrict the CODE OFFICIAL'S authority to conduct inspections of PREMISES, whether or not subject to the permitting and inspection requirements of this Article, pursuant to any other ordinance or Code.

C. Search Warrant.

1. Upon a showing of probable cause that a violation of this Article or any other ordinance of the City of Bethlehem has occurred, the CODE OFFICIAL may apply to any court having jurisdiction in the City of Bethlehem for a search warrant to enter and inspect the PREMISES.

**1738.05 GROUND FOR NON-RENEWAL, SUSPENSION OR REVOCATION OF LICENSE.**

A. General.

1. After making a reasonable investigation, the CODE OFFICIAL may initiate disciplinary action against an OWNER by issuing a formal warning or refusing to renew, suspending or revoking the OWNER'S License for (i) violating any provision of this Article that imposes a duty upon the OWNER, (ii) failing to regulate the breach of duties by OCCUPANT as provided for herein, and/or (iii) furnishing or allowing the occupancy of a Residential Rental Unit while a license for such unit is not in good standing.

B. Definitions of Options to the Code Official.

1. Non-Renewal - The denial of the privilege to receive a renewed License to rent a RESIDENTIAL RENTAL UNIT after expiration of a previous 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 license renewal or authorize the renewal of a License until any and all violations of this Article and/or any Formal Warnings are resolved.
2. Suspension - The immediate loss of the license to rent a RESIDENTIAL RENTAL UNIT for a period of time set by the CODE OFFICIAL due to ongoing the failure of Owner to resolve all violations of this Article set forth in a prior Formal Warning. Upon suspension, the OWNER shall take immediate steps to evict the OCCUPANTS.
3. Revocation - The immediate loss of the license to rent a RESIDENTIAL RENTAL UNIT for a period of time set by the CODE OFFICIAL due to (i) 3 or more violations of this Article within a consecutive 12-month period or (ii) some identifiable misrepresentation or material omission in the application for license or the application for renewal of a license or a report concerning the conditions of the property or fees required by this Article. In cases where revocation is

imposed, the PREMISES in its entirety will be ineligible for a Residential Rental Unit license without regard for the identity of the Owner until the expiration of a time period not to exceed one year shall have passed from the date all ongoing violations of this Article shall have been corrected. Upon revocation, the OWNER shall take immediate steps to evict the OCCUPANTS.

4. Reinstatement - A Residential Rental Registration shall be reinstated if the owner or operator of a RESIDENTIAL RENTAL UNIT corrects the reason for the revocation of the Residential Rental Registration and has paid the Residential Rental Registration reinstatement fee. The amount of the Residential Rental Registration reinstatement fee shall be \$50.00, unless altered by a Resolution of City Council.

C. Criteria for Applying Sanctions.

1. The CODE OFFICIAL, when applying sanctions, shall consider the following:
  - (a) The effect of the violation on the health, safety and welfare of the OCCUPANTS of the RESIDENTIAL 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 Article and other ordinances of the CITY or has received notices of violations as provided for in this Article.
  - (d) Whether the OWNER has been subject to sanctions under this Article.
  - (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 DWELLING UNIT to enable the OWNER to comply with the provisions of this Article.
  - (h) In addition to enforcing sanctions as set forth above, the CODE OFFICIAL may impose upon the existing or subsequent licenses reasonable conditions related to fulfilling the purposes of this Article.
  - (i) Whether denial of a license or certificate of occupancy is authorized by Article 1719 of the Codified Ordinances.

D. Grounds for Imposing Sanctions.

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

- (a) Violating any provision of this Article.
- (b) Failing to abate a violation of CITY Codes and ordinances within the time directed by the CODE OFFICIAL.
- (c) Refusing to permit the inspection of a RESIDENTIAL RENTAL UNIT by the CODE OFFICIAL as required by ~~Article 1739.04, Section C~~ of this Article.
- (d) Making some identifiable misrepresentation or material omission in the application for license or the application for renewal of a license or a report concerning the conditions of the property.

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

1. Notification. After imposing a sanction authorized by this Article, the CODE OFFICIAL shall promptly notify the OWNER. 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 RESIDENTIAL RENTAL UNIT(S) affected.
- (b) A description of the violation which has been found to exist.
- (c) A statement that the License for said RESIDENTIAL RENTAL UNIT(S) has been, as the case may be, subjected to a formal warning, suspended, revoked, or will not be renewed. In the case of a suspension or revocation, the notice shall state the date upon which such suspension or revocation will commence and the terms under which the suspension or revocation shall end, including its duration. In the case of a nonrenewal, the notice shall state under which conditions renewal shall be permitted.
- (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) subject to said enforcement action, from and during the period said action is in effect.
- (e) A statement that any OWNER affected by the non-renewal, suspension or revocation of a license (as the case may be), but who allows or furnishes the occupancy or continued occupancy of a RESIDENTIAL RENTAL

UNIT during a period of non-renewal, suspension, or revocation, shall be subject to the penalties set forth in Section 1738.06 and any other remedies available at law or equity.

2. Delivery of Notification. All notifications required by this Article shall be served upon the Owner at the address stated on the most current License application for the RESIDENTIAL RENTAL UNIT, or as required by Section 1738.02.A.4, in accordance with the requirements of §107.3 of the International Property Maintenance Code, as adopted by the City of Bethlehem pursuant to Article 1733 of the Codified Ordinances of the City of Bethlehem. Service shall be deemed completed when deposited in a suitably-addressed envelope with the proper amount of prepaid postage in a receptacle of the United States Postal Service designated as a collection point for first class mail.
3. Appeals. Any Owner affected by a decision of the Code Official or a notice or order issued by the Code Official shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 15 calendar 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, and/or whether the period of license suspension, revocation and/or nonrenewal was appropriate.

## **1738.06 VIOLATIONS AND PENALTIES; OTHER REMEDIES**

### **A. Basis for Violation.**

1. It shall be unlawful for any PERSON, as either OWNER or MANAGER of a RESIDENTIAL RENTAL UNIT for which a License is required, to operate without a valid, current License issued by the CITY authorizing such operation. Nothing in this Article shall bar the City from securing a conviction or a finding of liability, and any penalty or other remedy, for violating any Code of the City of Bethlehem or any law, ordinance, rule or regulation of any legal authority of competent jurisdiction. For purposes of this subsection, a current License is a License to furnish or allow the occupancy of any Residential Rental Unit which is not then presently suspended for revoked.

### **B. Penalties.**

1. Any person who shall violate a provision of this Article 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 a Magisterial District Judge of the City of Bethlehem, Pennsylvania, be liable to pay the following penalties:

(a) First Violation - A fine of \$500.00, or thirty days imprisonment, or both;



- (b) Second Violation - A fine of \$750.00, 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.

C. Non-exclusive Remedies.

1. The penalty provisions of this Article and the License non-renewal, suspension and revocation procedures provided in this Article 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 Article. The remedies and procedures provided in this Article 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 Article 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 Article.

**1738.07 MISCELLANEOUS PROVISIONS**

A. Notices.

1. For purposes of this Article, any notice required hereunder to be given to a MANAGER shall be deemed as notice given to the OWNER.
2. There shall be a rebuttable presumption that any notice required to be given to the OWNER under this Article shall have been received by such OWNER if the notice was given to the OWNER in the manner provided by this Article.
3. 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 Article.

B. Changes in Ownership/Occupancy.

1. It shall be the duty of each OWNER of a RESIDENTIAL RENTAL UNIT to notify the CODE OFFICIAL in writing within five (5) days of any change in Ownership of the PREMISES or of the number of RESIDENTIAL RENTAL UNITS on the PREMISES. It shall also be the duty of the OWNER to notify the CODE OFFICIAL in writing within five (5) days of a change of a DWELLING UNIT from OWNER-OCCUPIED to non-owner-occupied, which thereby transforms the DWELLING into a RESIDENTIAL RENTAL UNIT for purposes



of this Article. Failure to so notify the CODE OFFICIAL shall be considered a violation of this Article.

C. Owners Severally Responsible.

1. If any RESIDENTIAL 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 Article, and shall be severally subject to prosecution for the violation of this Article.

SECTION 2: EFFECTIVE DATE.

The provisions of this ~~Ordinance~~Ordinance shall become effective ~~January 1, 2020~~.

SECTION 3: Severability.

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

SECTION 4: Repealer.

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

Sponsored by: \_\_\_\_\_  
\_\_\_\_\_

PASSED finally in Council on this \_\_\_\_\_ day of \_\_\_\_\_, ~~2019~~2020.

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

This Ordinance approved this this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_

Mayor

**Clean version of the Bill establishing Article 1738 incorporating the revisions shown in the previous redline and placed on the February 18, 2020 City Council agenda as a communication**

BILL NO. \_\_\_\_\_-2020

**ORDINANCE NO. 2020-\_\_\_\_\_**

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**1738.01 GENERAL**

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

It is the purpose of this Article 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 Article 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.

**B. Definitions.**

1. Board of Appeal: The Board of Appeal identified in Article 150 of the Codified Ordinances of the City of Bethlehem and/or occasionally known as the "Codes Board of Appeals".

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

3. Code - Any CODE or ordinance, including but not limited to Article 1733 (relating to the International Property Maintenance Code) of the City's Codified Ordinances, 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.

4. Code Official - The duly appointed CODE OFFICIAL(S) having charge of Code Enforcement for the City of Bethlehem, and any assistants or designees thereof.

5. Dwelling Unit - A room or group of rooms within a structure 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.

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

7. 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 RESIDENTIAL RENTAL UNIT. The term Landlord shall be used interchangeably with the term Owner within the meaning of this Article.

8. Manager - An adult individual designated by the OWNER of a RESIDENTIAL RENTAL UNIT under Section 1738.02.B. 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 Article and under RENTAL AGREEMENTS with OCCUPANTS.

9. [Reserved.]

10. Occupancy License - The License issued to the OWNER of RESIDENTIAL RENTAL UNITS under this Article, which is required for the lawful rental and occupancy of RESIDENTIAL RENTAL UNITS.

11. Occupant - An individual who resides in a RESIDENTIAL 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. The term Occupant shall be used interchangeably with the term Tenant within the meaning of this Article.

12. 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 RESIDENTIAL RENTAL UNIT. The term Owner shall be used interchangeably with the term Landlord within the meaning of this Article.

13. Owner-Occupied Dwelling Unit - A DWELLING UNIT in which the OWNER resides on a regular, permanent basis.

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

15. 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 RESIDENTIAL RENTAL UNITS is located. The term PREMISES shall also include the RESIDENTIAL RENTAL UNIT.

16. Rental Agreement – An agreement or arrangement between an OWNER/LANDLORD and at least one OCCUPANT/TENANT concerning the use and occupancy of a specified RESIDENTIAL RENTAL UNIT.

17. Residential Rental Unit – A dwelling unit as defined by the City of Bethlehem Zoning Ordinance, but which is subject to a rental agreement or arrangement between at least one occupant and the Owner. A residential rental unit can be a “single family detached dwelling”, a “single family attached dwelling”, a “single family semi-detached dwelling”, each unit of a “two family detached dwelling”, each unit of a “two family semi-detached dwelling”, or any individual dwelling unit found in a “multi-family dwelling”, as each of these terms is defined by the City of Bethlehem Zoning Ordinance. Residential Rental Units shall not include any property qualifying as any of the following:

- any dwelling unit in which the owner resides but allows one or more tenants to share the same dwelling unit occupied by the owner;
- any rooming facility under Article 1735;
- any regulated rental unit under Article 1739;
- any short term lodging facility under Article 1741;
- any hotel or motel, as defined by the City of Bethlehem Zoning Ordinance;
- any hospital or nursing home, as defined by the City of Bethlehem Zoning Ordinance; and
- any bed and breakfast home as defined by the City of Bethlehem Zoning Ordinance.

18. Tenant - An individual who resides in a RESIDENTIAL 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. The term Tenant shall be used interchangeably with the term Occupant within the meaning of this Article.

#### **1738.02 OWNER'S DUTIES**

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

1. It shall be the duty of every OWNER to comply with the licensing and inspection requirements of section 1738.04 of this Article.

2. It shall be the duty of every OWNER to keep and maintain all PREMISES in compliance with all applicable Codes and provisions of all other applicable state laws and regulations and local ordinances and to keep such PREMISES in good and safe condition.
3. As provided for in this Article, every OWNER shall be responsible for regulating the proper and lawful use and maintenance of every PREMISES which he, she or it owns.
4. The OWNER shall furnish to the Code Official in writing any change of address or contact information pertaining to Owner within five (5) calendar days of any change.
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.

1. 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 Article and under RENTAL AGREEMENTS with OCCUPANTS. The identity, address and telephone number(s) of a PERSON who is designated as MANAGER hereunder shall be provided by OWNER or MANAGER to the CITY, and such information shall be kept current and updated as it changes.

C. Disclosure.

1. On or before the commencement of the tenancy, the OWNER or MANAGER shall disclose to the OCCUPANT in writing the name, address and telephone number of the MANAGER, if applicable.
2. The OWNER or MANAGER shall furnish all OCCUPANTS with the most recent inspection report relating to the property within ten calendar (10) days from receipt from the City.

D. Maintenance of Premises.



1. 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. The OWNER and OCCUPANT may agree that the OCCUPANT is to perform specified repairs, maintenance tasks, alterations, or remodeling. In such case, however, such agreement between the OWNER and OCCUPANT must be in writing. Such an agreement may be entered into between the OWNER and OCCUPANT only if:
  - a. the agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the OWNER or OCCUPANT; and
  - b. the agreement does not diminish or affect the obligation of the OWNER to other OCCUPANTS in the PREMISES.
3. In no case shall the existence of any agreement between OWNER and OCCUPANT relieve an OWNER of any responsibility under this Article or other ordinances or codes for maintenance of PREMISES.

E. [Reserved.]

F. Complaints.

1. The OWNER or MANAGER shall promptly address reasonable complaints and inquiries from an OCCUPANT and promptly resolve any conditions which exist on the PREMISES in violation of any Code of the City.

G. [Reserved.]

H. [Reserved.]

I. [Reserved.]

J. Code Violations.

1. Upon receiving notice of any code violations from the CODE OFFICIAL, the OWNER shall promptly take action, or cause the necessary action to be taken, to abate the offending condition and eliminate the violation.

K. [Reserved.]

L. Inspection Access Hours.

1. The OWNER shall permit inspections of any PREMISES by the CODE OFFICIAL at reasonable times upon reasonable notice.

### **1738.03    OCCUPANT DUTIES**

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

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

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

1. The OCCUPANT shall dispose from his or her RESIDENTIAL 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.**

1. 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 RESIDENTIAL 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.**

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

#### **E. Illegal Activities.**

1. 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. [Reserved.]**

G. Compliance with Rental Agreement.

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

H. Damage to Premises.

1. 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 Article.

I. Inspection of Premises.

1. The OCCUPANT shall permit inspections by the CODE OFFICIAL 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).

**1738.04    LICENSES AND INSPECTION**

A. License Requirement, Annual Term, Fee

1. As a prerequisite to furnishing or allowing the occupancy of any RESIDENTIAL RENTAL UNIT, the OWNER of every such RESIDENTIAL RENTAL UNIT shall be required to apply for and obtain a License for each RESIDENTIAL RENTAL UNIT.
2. A License shall be required for each and every RESIDENTIAL RENTAL UNIT.
3. [Reserved.]
4. The application for License shall be on a form as determined by the CITY.
5. Each License shall have an annual term. Upon application for a License and prior to issuance or renewal thereof, each applicant shall pay to the CITY an annual License fee.
6. Unless altered by a resolution of the City Council, the fee for a Residential Rental Unit License shall be:

1-3 Units - \$75 per unit  
4-9 Units - \$250 flat fee  
10-19 Units - \$350 flat fee  
20-49 Units - \$450 flat fee  
50+ Units - \$600 flat fee

7. No license shall be issued if the OWNER has not paid any fines and costs arising from enforcement of this Article or any of the ordinances of the City of Bethlehem relating to land use and/or code enforcement or if any licensing or inspection fees under this Article are due and owing the City, or if there is a CODE violation which remains unresolved at the time the license application is received by the City.

**B. Inspection.**

1. Every Residential Rental Unit shall be subject to inspection every three years by the CODE OFFICIAL. The inspection may, at the discretion of the City's CODE OFFICIAL, also include the PREMISES generally.
2. The fee schedule set forth by Article 1731 of the Codified Ordinances shall not apply to the inspections required by this Article 1738. Unless altered by a resolution of the City Council, the fee for inspections under this Article shall be as follows:

Initial inspection fee:

1-3 Units	\$100 per unit
4-9 Units	\$400 flat fee
10-19 Units	\$800 flat fee
20-49 Units	\$1,500 flat fee
50-149 Units	\$4,500 flat fee
150+ Units	\$9,000 flat fee

Reinspections (per dwelling unit) to verify correction of violations:

First reinspection:	no charge
Second reinspection:	\$ 75.00
Third reinspection:	\$100.00
Each subsequent reinspection:	\$125.00

3. As a prerequisite for the occupancy of any Residential Rental Unit, such unit must pass the inspection of the CODE OFFICIAL required by this Article, which evidence of compliance shall be established by a certificate of occupancy issued by such CODE OFFICIAL.
4. Following each inspection for which one or more violations of this Article exists, the CODE OFFICIAL shall issue a Formal Warning to the OWNER which incorporates the content of the CODE OFFICIAL'S report. The Formal Warning shall be considered moot when every violation in the Formal Warning has been corrected.
5. The CODE OFFICIAL is hereby designated as the official authorized to enforce this Article and may, at his or her discretion, take appropriate measures to abate violations hereof, for and on behalf of the City of Bethlehem.

6. This section shall not be construed so as to limit or restrict the CODE OFFICIAL'S authority to conduct inspections of PREMISES, whether or not subject to the permitting and inspection requirements of this Article, pursuant to any other ordinance or Code.

C. Search Warrant.

1. Upon a showing of probable cause that a violation of this Article or any other ordinance of the City of Bethlehem has occurred, the CODE OFFICIAL may apply to any court having jurisdiction in the City of Bethlehem for a search warrant to enter and inspect the PREMISES.

**1738.05 GROUNDS FOR NON-RENEWAL, SUSPENSION OR REVOCATION OF LICENSE.**

A. General.

1. After making a reasonable investigation, the CODE OFFICIAL may initiate disciplinary action against an OWNER by issuing a formal warning or refusing to renew, suspending or revoking the OWNER'S License for (i) violating any provision of this Article that imposes a duty upon the OWNER, (ii) failing to regulate the breach of duties by OCCUPANT as provided for herein, and/or (iii) furnishing or allowing the occupancy of a Residential Rental Unit while a license for such unit is not in good standing.

B. Definitions of Options to the Code Official.

1. Non-Renewal - The denial of the privilege to receive a renewed License to rent a RESIDENTIAL RENTAL UNIT after expiration of a previous 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 license renewal or authorize the renewal of a License until any and all violations of this Article and/or any Formal Warnings are resolved.
2. Suspension - The immediate loss of the license to rent a RESIDENTIAL RENTAL UNIT for a period of time set by the CODE OFFICIAL due to the failure of Owner to resolve all violations set forth in a prior Formal Warning. Upon suspension, the OWNER shall take immediate steps to evict the OCCUPANTS.
3. Revocation - The immediate loss of the license to rent a RESIDENTIAL RENTAL UNIT for a period of time set by the CODE OFFICIAL due to (i) 3 or more violations of this Article within a consecutive 12-month period or (ii) some identifiable misrepresentation or material omission in the application for license or the application for renewal of a license or a report concerning the conditions of the property or fees required by this Article. In cases where revocation is

imposed, the PREMISES in its entirety will be ineligible for a Residential Rental Unit license without regard for the identity of the Owner until the expiration of a time period not to exceed one year shall have passed from the date all ongoing violations of this Article shall have been corrected. Upon revocation, the OWNER shall take immediate steps to evict the OCCUPANTS.

4. Reinstatement - A Residential Rental Registration shall be reinstated if the owner or operator of a RESIDENTIAL RENTAL UNIT corrects the reason for the revocation of the Residential Rental Registration and has paid the Residential Rental Registration reinstatement fee. The amount of the Residential Rental Registration reinstatement fee shall be \$50.00, unless altered by a Resolution of City Council.

C. Criteria for Applying Sanctions.

1. The CODE OFFICIAL, when applying sanctions, shall consider the following:
  - (a) The effect of the violation on the health, safety and welfare of the OCCUPANTS of the RESIDENTIAL 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 Article and other ordinances of the CITY or has received notices of violations as provided for in this Article.
  - (d) Whether the OWNER has been subject to sanctions under this Article.
  - (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 DWELLING UNIT to enable the OWNER to comply with the provisions of this Article.
  - (h) In addition to enforcing sanctions as set forth above, the CODE OFFICIAL may impose upon the existing or subsequent licenses reasonable conditions related to fulfilling the purposes of this Article.
  - (i) Whether denial of a license or certificate of occupancy is authorized by Article 1719 of the Codified Ordinances.

D. Grounds for Imposing Sanctions.



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

- (a) Violating any provision of this Article.
- (b) Failing to abate a violation of CITY Codes and ordinances within the time directed by the CODE OFFICIAL.
- (c) Refusing to permit the inspection of a RESIDENTIAL RENTAL UNIT by the CODE OFFICIAL as required by this Article.
- (d) Making some identifiable misrepresentation or material omission in the application for license or the application for renewal of a license or a report concerning the conditions of the property.

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

1. Notification. After imposing a sanction authorized by this Article, the CODE OFFICIAL shall promptly notify the OWNER. 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 RESIDENTIAL RENTAL UNIT(S) affected.
- (b) A description of the violation which has been found to exist.
- (c) A statement that the License for said RESIDENTIAL RENTAL UNIT(S) has been, as the case may be, subjected to a formal warning, suspended, revoked, or will not be renewed. In the case of a suspension or revocation, the notice shall state the date upon which such suspension or revocation will commence and the terms under which the suspension or revocation shall end, including its duration. In the case of a nonrenewal, the notice shall state under which conditions renewal shall be permitted.
- (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) subject to said enforcement action, from and during the period said action is in effect.
- (e) A statement that any OWNER affected by the non-renewal, suspension or revocation of a license (as the case may be), but who allows or furnishes the occupancy or continued occupancy of a RESIDENTIAL RENTAL UNIT during a period of non-renewal, suspension, or revocation, shall be



subject to the penalties set forth in Section 1738.06 and any other remedies available at law or equity.

2. Delivery of Notification. All notifications required by this Article shall be served upon the Owner at the address stated on the most current License application for the RESIDENTIAL RENTAL UNIT, or as required by Section 1738.02.A.4, in accordance with the requirements of §107.3 of the International Property Maintenance Code, as adopted by the City of Bethlehem pursuant to Article 1733 of the Codified Ordinances of the City of Bethlehem. Service shall be deemed completed when deposited in a suitably-addressed envelope with the proper amount of prepaid postage in a receptacle of the United States Postal Service designated as a collection point for first class mail.
3. Appeals. Any Owner affected by a decision of the Code Official or a notice or order issued by the Code Official shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 15 calendar 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, and/or whether the period of license suspension, revocation and/or nonrenewal was appropriate.

## **1738.06 VIOLATIONS AND PENALTIES; OTHER REMEDIES**

### **A. Basis for Violation.**

1. It shall be unlawful for any PERSON, as either OWNER or MANAGER of a RESIDENTIAL RENTAL UNIT for which a License is required, to operate without a valid, current License issued by the CITY authorizing such operation. Nothing in this Article shall bar the City from securing a conviction or a finding of liability, and any penalty or other remedy, for violating any Code of the City of Bethlehem or any law, ordinance, rule or regulation of any legal authority of competent jurisdiction. For purposes of this subsection, a current License is a License to furnish or allow the occupancy of any Residential Rental Unit which is not then presently suspended for revoked.

### **B. Penalties.**

1. Any person who shall violate a provision of this Article or shall fail to comply with any of the requirements hereof shall, upon conviction before a Magisterial District Judge of the City of Bethlehem, Pennsylvania, be liable to pay the following penalties:
  - (a) First Violation - A fine of \$500.00, or thirty days imprisonment, or both;
  - (b) Second Violation - A fine of \$750.00, 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.

C. Non-exclusive Remedies.

1. The penalty provisions of this Article and the License non-renewal, suspension and revocation procedures provided in this Article 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 Article. The remedies and procedures provided in this Article 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 Article 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 Article.

**1738.07 MISCELLANEOUS PROVISIONS**

A. Notices.

1. For purposes of this Article, any notice required hereunder to be given to a MANAGER shall be deemed as notice given to the OWNER.
2. There shall be a rebuttable presumption that any notice required to be given to the OWNER under this Article shall have been received by such OWNER if the notice was given to the OWNER in the manner provided by this Article.
3. 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 Article.

B. Changes in Ownership/Occupancy.

1. It shall be the duty of each OWNER of a RESIDENTIAL RENTAL UNIT to notify the CODE OFFICIAL in writing within five (5) days of any change in Ownership of the PREMISES or of the number of RESIDENTIAL RENTAL UNITS on the PREMISES. It shall also be the duty of the OWNER to notify the CODE OFFICIAL in writing within five (5) days of a change of a DWELLING UNIT from OWNER-OCCUPIED to non-owner-occupied, which thereby transforms the DWELLING into a RESIDENTIAL RENTAL UNIT for purposes

of this Article. Failure to so notify the CODE OFFICIAL shall be considered a violation of this Article.

C. Owners Severally Responsible.

1. If any RESIDENTIAL 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 Article, and shall be severally subject to prosecution for the violation of this Article.

SECTION 2: EFFECTIVE DATE.

The provisions of this Ordinance shall become effective \_\_\_\_\_

SECTION 3: Severability.

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

SECTION 4: Repealer.

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

Sponsored by: \_\_\_\_\_

\_\_\_\_\_

PASSED finally in Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

This Ordinance approved this this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

