

CHAPTER 11

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PART 1

FAIR HOUSING PROGRAM

§ 11-101. Purpose. [Res. 784, 7/17/1978; as amended by Res. 03-05, 6/9/2003; and by Res. 07-02, 3/12/2007]

Let it be known to all persons of the Borough of Scottsdale that discrimination in the sale, rental, leasing, or financing of housing or land to be used for construction of housing, or in the provision of brokerage services, because of race, color, religion, ancestry, sex, national origin, handicap or disability is prohibited by Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Law) and the Pennsylvania Human Relations Act. It is the policy of the Borough of Scottsdale to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, ancestry, sex, national origin, handicap or disability, or familial status (families with children).

§ 11-102. Procedures. [Res. 784, 7/17/1978; as amended by Res. 03-05, 6/9/2003; and by Res. 07-02, 3/12/2007]

1. Within available resources, the Borough of Scottsdale will assist all persons who feel that they have been discriminated against because of race, color, religion, ancestry, sex, national origin, handicap or disability or familial status (families with children) to seek equity under federal and state laws by filing a complaint with the Pennsylvania Human Relations Commission and the U.S. Department of Housing and Urban Development.
2. The Borough of Scottsdale shall publicize the contents of this Part and through this publicity shall cause owners of real estate, developers and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law, the Pennsylvania Human Relations Act and any local laws or ordinances.
3. Further publicity by the Borough will, at a minimum, include but not be limited to: the printing and publicizing of the contents of this Part and other applicable fair housing information through local media and community contacts, distribution of posters or flyers, or any other means which will bring to the attention of those affected the knowledge of their respective responsibilities and rights concerning equal opportunity in housing.

PART 2

LANDLORD OCCUPANCY REPORTS

§ 11-201. Short Title. [Ord. 1010, 8/12/1991, § 1]

This Part shall be known and may be cited as the "Borough of Scottdale Landlord Occupancy Ordinance."

§ 11-202. Definition of Landlord. [Ord. 1010, 8/12/1991, § 2]

A "landlord" is defined for the purposes of this Part as any person or persons, natural or corporate, who, or it, allows other persons, natural or corporate, to occupy real estate or portions of real estate, owned by or in control of the landlord.

§ 11-203. Filing of Reports. [Ord. 1010, 8/12/1991, § 3]

A landlord shall file occupancy reports with the Scottdale Borough Manager's office as follows:

- A. On or before initially; and,
- B. Within 30 days after a new or additional person, natural or corporate, occupies all, or a portion of, real estate owned or in the control of the landlord.

§ 11-204. Certification of No New Occupants. [Ord. 1010, 8/12/1991, § 4]

If no new or additional person or persons, natural or corporate, have occupied all or a portion of the real estate owned by or in the control of the landlord since the filing of the most recent occupancy report, then, annually, on or before the 31st day of January each year, the landlord shall file a certification to that effect with the Scottdale Borough Manager's office on forms available at the office of the Scottdale Borough Secretary.

§ 11-205. Contents of Report. [Ord. 1010, 8/12/1991, § 5]

An occupancy report shall contain the following information:

1. The names of all persons, natural or corporate, having a right to occupy real estate owned by, or in the control of, the landlord.
2. The complete mailing address of all persons, natural or corporate, so occupying.
3. The name, address and telephone number of the landlord.
4. The address of the property, if different from Subsection 2, above.
5. Signature of the landlord.

§ 11-206. Penalties. [Ord. 1010, 8/12/1991, § 6]

Any landlord who shall fail to comply with any provision of this Part, upon conviction thereof, shall be fined not more than \$300 for each and every violation thereof. It shall be a separate violation:

- A. As to each person, natural or corporate, occupying all or a portion of real estate owned by, or in the control of, the landlord.
- B. As to each failure to provide any occupancy report or certification of no change in the occupancy when due.
- C. As to each successive thirty-day period following the due date of an occupancy report or certification of no change in occupancy.

PART 3

LOCKING DEVICES

§ 11-301. Locking Devices Required. [Ord. 1017, 11/20/1992, § 1]

1. The owner or possessor of any public housing building located within the Borough of Scottsdale, access to which is impeded by any structure which is normally locked or is capable of being locked, must install a locking device such as a lock or locked key box, so that fire, police and emergency service personnel can gain immediate entry to such property in the performance of their duties.
2. The requirements of this section apply to any and all structures which impede access to public housing buildings and which impede emergency personnel in responding to a fire or other emergency. Such structures shall include, but shall not be limited to, the following:
 - A. Gates, fences and other barriers to entry, including gates across driveways, and security gates barring access to gated communities and parking structures.
 - B. Main common entrances to buildings, including entrances to lobbies or halls.
3. The requirements of this section do not apply to separate access to single family residences or garages; separate access to individual dwelling units within a condominium or apartment complex; or separate access to individual offices or businesses located within a public housing building.
4. A list of types of locking devices which comply with this section shall be maintained by the Borough Manager. These locking devices shall be of a type which is available for purchase from private businesses. The property owner or possessor shall not have possession of the key which unlocks the locking device or key box, and shall provide an alternate locking device for private use.
5. Additional locking devices may be separately installed or maintained by the property owner or possessor on the locked building so long as the devices are positioned or installed in such a way that they do not preclude entry upon or access to the building by emergency personnel, who remain able to gain access to the property upon unlocking the approved locking device.
6. Inspection will be made from time to time by Borough personnel to determine compliance with this section and assure the functioning of the locking device and the ability of emergency personnel to gain access to the property.

§ 11-302. Penalty. [Ord. 1017, 11/20/1992, § 2]

Any person, firm or corporation violating any provision of this Part shall be fined not less than \$100 nor more than \$300 for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

PART 4

RESIDENTIAL RENTAL UNIT MANAGEMENT**§ 11-400. Short Title; Purpose; Scope; Declaration of Policy; Findings. [Ord. No. 2100, 1/14/2019]**

1. Short Title. This Part shall be hereafter known as the "Borough of Scottsdale Residential Rental Unit Management Ordinance."
2. Purpose. It is the purpose of this Part and policy of the Council of the Borough of Scottsdale to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of owners and occupants in the rental of dwelling units in the Borough and to encourage owners and occupants to maintain and improve the quality of rental housing within the community, without affecting the rights of innocent and indigent occupants of rental properties who are the victims of domestic violence or other crimes. It is also the policy of the Borough that owners, managers and occupants of rental properties share responsibility for obeying the various codes adopted for the protection of the public health, safety, welfare and well-being by establishing a) a system for code compliance certifications or inspections under current ordinances; b) procedures for the issuance, renewal, suspension and revocation of occupancy permits; and c) the imposition of corrective measures, including, but not limited to, assistance in providing access to resources and programs for the protection of victims of domestic violence and penalties for violations. This Part shall be liberally construed and applied to promote its purposes and policies.
3. Findings. In considering the adoption of this Part, the Council of the Borough of Scottsdale makes the following findings:
 - A. There is a greater incidence of disturbances and violations of various codes of the Borough on residential rental properties than at owner-occupied residential properties.
 - B. There is a greater concern in the community with the general decline in the physical condition of rental units.
 - C. There is a greater incidence of decline in the maintenance and upkeep of residential rental properties than at owner-occupied residential properties.
 - D. There is a greater incidence of disturbances which adversely affect the peace and quiet of the neighborhood at residential rental properties than at owner-occupied residential properties.
 - E. The deterioration of and disturbances generated by many rental properties has caused problems for surrounding property owners and

resulted in a disproportionate number of Code and other violations in relation to those associated with owner-occupied structures.

- F. The Borough estimates that 60% of police investigations where the occupant is the offender or a suspect of an investigation occur in rental properties.
- G. There is a need to protect and provide resources for victims where domestic violence is the cause of disruptive conduct on the property.
- H. Ultimately, victims of domestic violence are successful at separating from abusive partners when a community of neighbors, friends, family members, law enforcement, and other professionals assist them to gain the necessary resources and protection to allow them to leave successfully. (NOTE: See PCADV, Lethality Assessment Program, <https://www.pcadv.org/initiatives/lethality-assessment-program/>.)
- I. Accordingly, and consistent with the provisions of 53 Pa.C.S.A. § 304, nothing in this Part shall be deemed or construed to penalize a resident, tenant or landlord for a contact made for police or emergency assistance by or on behalf of a victim of abuse as defined in 23 Pa.C.S.A. § 6102 (relating to definitions), a victim of a crime pursuant to 18 Pa.C.S.A. (relating to crimes and offenses) or an individual in an emergency pursuant to 35 Pa.C.S.A. § 8103 (relating to definitions), if the contact was made based upon the reasonable belief of the person making the contact that intervention or emergency assistance was necessary to prevent the perpetration or escalation of the abuse, crime or emergency or if the intervention or emergency assistance was actually needed in response to the abuse, crime or emergency.

§ 11-401. Definitions. [Ord. No. 2100, 1/14/2019]

For purposes of this Part, the following terms shall have those meanings set forth hereafter.

BOROUGH — The Borough of Scottsdale, Westmoreland County, Pennsylvania.

CODE — Any code or ordinance adopted, enacted, and/or in effect in and for the Borough concerning fitness for habitation or relating to the construction, maintenance, repair, operation, occupancy, use or appearance of any premises or dwelling unit, as same may exist on the date this Part becomes effective, or as same may be amended from time to time, or as may be hereafter enacted by the Borough relating to same.

CODE OFFICER — Any duly appointed Building Code official, building inspector and/or code enforcement officer(s) in charge of the enforcement of any code, ordinance or law within the Borough, and/or any assistants or deputies thereof.

COMMON AREA — In multiple-unit dwellings, space which is not part of a rental unit and which is shared with other occupants of the dwelling, whether they reside in residential rental units or not. Common areas shall be considered as part of the premises for purposes of this part.

DISRUPTIVE CONDUCT — Any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a residential rental unit that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises such that a complaint is made to police complaining of such conduct, action, incident or behavior. It is not necessary that such conduct, action, incident or behavior rises to the level of a criminal offense, nor is it required that criminal charges be filed for a person to have perpetrated, caused, or permitted the commission of disruptive conduct; provided, however, that no disruptive conduct shall be deemed to have occurred unless the police investigate and make a determination that such occurred and prepare a disruptive conduct report of such occurrence. For purposes of this Part, no occupant who calls police or other law enforcement agencies to report a crime or other act of domestic violence within their home, or who is the victim of a crime or domestic violence within their home, or who, pursuant to the terms of 53 Pa.C.S.A. § 304 (relating to the protection of victims of crimes or abuse) makes contact with police or emergency assistance, or makes contact with same on behalf of a victim of abuse as defined in 23 Pa.C.S.A. § 6102 (relating to definitions), a victim of a crime pursuant to 18 Pa.C.S.A. (relating to crimes and offenses) or an individual in an emergency pursuant to 35 Pa.C.S.A. § 8103 (relating to definitions), if the contact was made based upon the reasonable belief of the person making the contact that intervention or emergency assistance was necessary to prevent the perpetration or escalation of the abuse, crime or emergency or if the intervention or emergency assistance was actually needed in response to the abuse, crime or emergency shall be deemed to be or otherwise found to have engaged in an act of disruptive conduct.

DISRUPTIVE CONDUCT REPORT — A written report of disruptive conduct on a form to be prescribed by the Borough, to be completed by the police officer, as the case may be, who actually investigates an alleged incident of disruptive conduct. A copy of all disruptive conduct reports shall be maintained by the Chief of Police and the Borough Secretary.

DWELLING — A building having one or more dwelling units.

DWELLING UNIT — A room or group of rooms within a dwelling, 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.

GUEST — Any person on the premises with the actual or implied consent of the owner or an occupant.

LANDLORD — Any corporation, partnership, entity or one or more persons, jointly or severally, vested with 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. (See also "owner.")

MANAGER — An adult individual designated by the owner of a residential rental unit. The manager shall be the agent of the owner for service of process and receiving notices or demands for same. Any such manager shall be empowered by the owner to perform the obligations of the owner under this Part and under rental agreements with occupants.

MULTIPLE-UNIT DWELLING — A building containing two or more independent dwelling units, including, but not limited to, a duplex, row houses, townhouses, condominiums, apartment buildings and conversion apartments.

OCCUPANCY PERMIT — The permit issued to the owner of a residential rental unit under this Part required for the lawful rental and occupancy of residential rental units.

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, oral lease, installment land sale agreement, agreement of sale, other oral or written agreement or understanding of any kind or by the laws of the Commonwealth of Pennsylvania. For purposes of this part, an "occupant" shall also mean a "guest" as herein defined, or any other individual visiting an occupant for any length of time with the permission of an occupant, regardless of whether they have a legal relationship with or permission of the owner/landlord.

OWNER — Any corporation, partnership, entity or 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.

OWNER-OCCUPIED DWELLING UNIT — A dwelling unit in which the owner resides on a regular or permanent basis.

PERSON — A natural person, partnership, corporation, unincorporated association, limited partnership, trust, or any other entity.

POLICE — The Police Department of the Borough of Scottsdale, the Chief of Police or any properly authorized member or officer thereof, or any other law enforcement agency having jurisdiction within the Borough.

PREMISES — Any parcel of real property in the Borough, including the land and all buildings and appurtenant structures or appurtenant elements, on which one or more residential rental units are located.

RENTAL AGREEMENT — A written or oral agreement, installment land sale contract, agreement of sale, or other written or oral understanding or agreement entered between owner/landlord and occupant/tenant, supplemented by the addendum required by this Part, embodying the terms and conditions concerning the use and occupancy of a specified residential rental unit or premises, together with and including any sublease or agreement to sublet there under.

RESIDENTIAL RENTAL UNIT — A dwelling unit occupied by persons under a rental agreement.

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 or oral lease or understanding, or by the laws of the Commonwealth of Pennsylvania. (See also "occupant.")

§ 11-402. Duties of Owner. [Ord. No. 2100, 1/14/2019]

1. General.

- A. **Upkeep and Maintenance.** The owner shall maintain the premises in compliance with the applicable codes and ordinances of the Borough, together with all applicable laws of the Commonwealth of Pennsylvania, and shall promptly make any and all repairs necessary to comply with same. The owner shall also regularly perform all routine maintenance, including, but not limited to, lawn mowing and ice and snow removal, or cause same to be performed consistent with the ordinances of the Borough.
- B. **Regulating Conduct on Property and Premises.** As provided for in this Part, 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 Part, every owner shall also be responsible for regulating the conduct and activities of the occupants of every residential rental unit which he, she or it owns in the Borough, consistent with the terms of this Part, when such conduct or activity takes place at such residential rental unit or upon its premises. In order to achieve those ends, every owner of a residential rental unit shall be responsible for the conduct and activity of the occupants thereof, both contractually and through enforcement, as more fully set forth hereafter. No owner shall be responsible to regulate the conduct or activities of any tenant or occupant without first having received a disruptive conduct report for the premises.
- C. **Notice of Terms and Conditions of this Part.** All occupants of residential rental units shall hereafter be provided with the notice

attached hereto as Appendix "A."¹ No oral modifications thereof are permitted. All disclosures and information required to be given to occupants by the owner shall be furnished at or before the signing of the rental agreement. The owner shall obtain the signature of each occupant who has executed the rental agreement for the property and provide the occupant with copies of the addendum, and file the original within five days of execution with the Secretary of Scottsdale Borough. The owner and occupant may include in a rental agreement terms and conditions not prohibited by this Part or other applicable ordinances, regulations, and laws, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

- D. **Responsibility of Occupants and Guests Not Diminished.** Nothing in this Part, nor in this section, shall be deemed or 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 or criminal liability upon owners other than that which is imposed by existing law.
- E. **No Waiver of Provisions.** Except as otherwise provided in this Part, no owner, manager or other person shall enter a rental agreement containing provisions wherein the occupant or owner agrees to waive or forgo rights or remedies under this Part. Any provision prohibited by this subsection included in a rental agreement may not be raised as a defense in any enforcement proceeding under this Part. No owner shall evict or otherwise punish an occupant solely for reporting conditions existing on the rental property in violation of this Part or any other Borough ordinance.
- F. **Responsibility for Common Areas.** Where an owner does not by the terms of a lease regulate the use of common areas, or the behavior of occupants and/or guests in the common areas, the owner shall be deemed directly responsible for the behavior of occupants and guests in the common area as if the owner were an occupant.
- G. **Preliminary Inspections by Borough.** To ensure the leased premises' compliance with applicable codes, ordinances and laws of the

1. Editor's Note: See "Notice to Owner, Tenant and/or Occupant," included as an attachment to this chapter.

commonwealth, the owner may, at owner's discretion, request a preliminary compliance inspection of any premises by any code officer designated and/or appointed by the Borough at the time the initial application for a permit under this Part is made. The fees for such inspection shall be established by Borough Council by resolution hereafter. In the event such preliminary inspection reveals conditions which would affect immediate occupancy, or adversely affect the health, safety and welfare of the occupants, the Borough shall not issue a permit for such occupancy until those conditions have been corrected. In the event such inspection reveals areas of noncompliance that do not affect immediate occupancy, or the health, safety and welfare of the occupants, the Borough may issue a temporary occupancy permit hereunder, conditioned upon the completion of any required repairs within a time period established by the Borough. The time for compliance shall be set forth in the temporary permit. The failure to complete such repairs within the required time period shall be a violation of this Part and subject the owner to those penalties hereunder, including the revocation of the temporary permit.

- H. **Owner's Certification of Code Compliance.** In lieu of obtaining a preliminary inspection by the Borough, the owner may submit a certification, on a form acceptable to the Borough and made under penalties associated with the unsworn falsification to authorities, stating that a) the owner has inspected the leased premises, b) the condition of same is in compliance with all existing and applicable codes, local ordinances and laws of the Commonwealth of Pennsylvania, and c) that, in the event it is determined at a later date such premises are not in compliance, the owner will make any repairs necessary to bring same into compliance within the time frame prescribed by the Borough for same. In the event it is determined that the owner knew, or in the exercise of diligence had reason to know, that any condition on the leased premises certified to be in compliance with all existing and applicable codes, ordinances and laws of the Commonwealth of Pennsylvania was not in compliance, the owner shall be in violation of this chapter and, in addition to any penalties, fines or remedial action provided herein, shall also be subject to prosecution for the unsworn falsification to authorities and any criminal penalties resulting therefrom.
- I. **Designation of Agent or Manager.** In the event the owner of a residential rental unit is a corporation, LLC, LP, partnership or other similar entity, or an individual or other person residing outside the geopolitical boundaries of Westmoreland County, Pennsylvania, the owner shall designate an individual to act on behalf of the owner as agent or manager for the property in matters arising under this Part and provide such agent's or manager's name, address and a phone number where they may be contacted on a twenty-four-hours-per-day, seven-days-a-week basis. Such agent or manager shall live at a location within the geopolitical boundaries of Westmoreland County,

Pennsylvania, and within 25 miles of the residential rental unit. The owner may designate an occupant of the residential rental unit as owner's agent or manager, provided the occupant consents to such appointment, in writing. In the event a manager or agent is designated by owner, all notices or communications required to be sent to owner under this Part may be sent to owner's agent or manager instead. Such manager or agent shall also be designated as a person upon whom service of process may be made on behalf of the owner under the Pennsylvania Rules of Civil Procedure.

- J. **Mandatory Compliance with Terms of Part.** No owner shall let, lease, permit or approve a sublease, or otherwise enter into any rental agreement for a residential rental unit, or cause to let, lease, permit or approve a sublease, or otherwise enter into any rental agreement for a residential rental unit without first registering same and obtaining a permit under this Part. No owner shall let, lease, permit or approve a sublease or otherwise enter into any rental agreement for a residential rental unit where either the terms of the rental agreement and/or the physical condition of the premises fails to comply with all terms and conditions of this Part, or any other ordinance in effect in the Borough applicable to same, such other ordinances being deemed to include, but not be limited to, the Borough's Property Maintenance Ordinance and the Pennsylvania Uniform Construction Code, as adopted and implemented by the Borough. The failure to comply with this provision, or any other provision or requirement of this Part, shall be a violation thereof and subject the violating party to any and all sanctions, penalties and/or remedies available to the Borough as set forth herein.

2. **Registration and Permitting.**

- A. **Creation of Registry.** The council of Scottsdale Borough hereby establishes a residential rental unit registry" Such registry shall be maintained under the direction and control of the Council of Scottsdale Borough and be kept by the person or persons designated by Council for that purpose by resolution hereafter.
- B. **Responsibility for Registration of Existing Rental Units.** All owners of currently leased or occupied residential rental units within the geopolitical boundaries of Scottsdale Borough shall register the names and addresses of each tenant, lessee or occupant of any residential rental unit in their possession or under their control with the Borough pursuant to the terms of the Scottsdale Borough Landlord Occupancy Ordinance set forth in § 11-201 et seq. of the Code of Scottsdale Borough.
- C. **Responsibility for Registration of New Rental Agreements.** Prior to the entry into any new or additional rental agreement or permitting the occupancy of any residential rental unit, the owner of every such

residential rental unit shall register, apply for and obtain a permit for each residential rental unit from the Borough.

- D. Permits for Multiple Dwelling Units. A permit shall be required for each residential rental unit existing within a multiple-unit dwelling structure.
- E. Occupant Lists. The owner shall maintain a current list of occupants for each residential dwelling unit. Such list shall include the name, permanent address and permanent telephone number of each occupant. The owner shall furnish the list to the Borough along with the registration/permit application and shall notify the Borough of any changes in the number of occupants so that revisions can be made to the permit. In the event any proposed occupant is an adjudicated sexually violent predator or a sexually violent delinquent child under the Pennsylvania Megan's Law statute, the owner shall, prior to such individual's occupancy, certify:
- (1) That the Pennsylvania State Police and Scottdale Police Department have been contacted and made aware of such occupancy;
 - (2) That any active community notification required by Megan's Law has occurred;
 - (3) That any and all other occupants of the premises are notified that such occupant has been identified as a sexually violent predator or a sexually violent delinquent child under the Pennsylvania Megan's Law statute; and
 - (4) That the exterior of the premises be posted with a copy of any active community notification required under the statute.
- F. Occupants to be Named on Permit. The permit shall contain and set forth the number of occupants in each residential rental unit and the names of each occupant of same.
- G. Copy of Permit Maintained Within Premises. A copy of the permit shall be kept in the residential rental unit and made available for inspection by the Borough or police during any investigation of a disturbance herein.
- H. Change of Occupancy; Notice. Upon the change in occupancy or tenancy, or, where multiple individuals reside in a single unit, a change in any occupant or tenant, the owner shall, within 30 days of the change in any occupant, tenant, occupancy or tenancy, notify the Borough of same and provide the Borough with the name and address of any new tenant or occupant therein.

- I. Reports and Permits. The Borough shall establish forms for and the registration of new residential rental units and reporting changes in the occupancy and/or tenancy for same. Upon submission of a reporting form to the Borough, and the payment of the registration/permit fee set forth hereafter, the owner shall be issued a permit to occupy the residential rental unit.
- J. Registration and Permit Fees. The Borough may establish fees for the registration and permitting of residential rental units by resolution hereafter. Each change in occupancy or tenancy shall require the submission of a new reporting form and the payment of a new permit fee. Such resolution may provide for more than one fee scale for different categories of premises, as defined in such resolution. Such resolution shall also provide for the manner in which the initial licensing of residential rental units under this Part will be administered. Each permit issued by the Borough shall be valid for the residential rental unit to which it applies and shall remain in effect until there is a change in occupancy of the residential rental unit as set forth above.
- K. Failure to Register. The failure to register or obtain a permit for the occupancy or change in occupancy or tenancy of any residential rental unit shall be a violation of this Part and subject the owner to those penalties set forth hereafter.

§ 11-403. Duties of Occupant. [Ord. No. 2100, 1/14/2019]

1. General. All occupants shall comply with all obligations imposed upon them by this Part, all applicable codes and ordinances of the Borough and all applicable provisions of state law, regardless of whether they are subject to the terms of the lease for same, are visiting or otherwise temporary guests or occupants.
2. Maximum Number of Occupants and Persons Permitted on Premises.
 - A. The maximum number of occupants permitted in any rental unit shall be determined by the size and nature of the living area provided and shall not exceed the occupancy limitation requirements set forth in Section 404 of the 2012 edition of the International Property Maintenance Code. The Borough hereby adopts Section 404 of the 2012 edition of the International Property Maintenance Code for purposes of calculating occupancy limits under this section.
 - B. The maximum number of persons permitted within any residential rental unit at any time shall not exceed one person for each 50 square feet of habitable floor space in said residential rental unit. Habitable floor space shall exclude all hallways, bathrooms, closets and other storage areas on the property.

- C. The maximum number of persons permitted in the common areas of any multiple-unit dwelling at any time shall not exceed one person for each 25 square feet of common area on the premises. The maximum number of persons permitted on the exterior of the premises of any residential rental unit at any time shall not exceed one person for every 150 square feet of exterior area.
3. Peaceful and Quiet Enjoyment. All occupants shall conduct themselves, and require other persons, including, but not limited to, guests on the premises, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others, nor disturb the peaceful enjoyment of adjacent or nearby dwellings by the persons occupying same.
 4. Residential Use. No occupant shall, unless otherwise permitted by applicable law or ordinance, occupy or use his or her residential rental unit for any other purpose than as a residence.
 5. Illegal Activities. No occupant shall engage in, tolerate or permit others on the premises to engage in any conduct declared illegal under Pennsylvania Crimes Code (18 Pa.C.S.A. § 101 et seq.), the Pennsylvania 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.). No occupant shall permit an adjudicated and/or identified sexually violent predator or sexually violent delinquent child to reside in or temporarily occupy the premises unless the occupant has advised the owner, the Pennsylvania State Police and the Scottsdale Borough Police Department of such occupancy at least 20 days in advance of same and any active community notification required under Megan's Law has occurred.
 6. Violations. No occupant shall engage in, nor tolerate or permit others on the premises to engage in, disruptive conduct as herein defined, illegal activities as set forth above, or other violations of this Part or any other ordinance in effect within the Borough. In the event an occupant engages in, tolerates or permits others to engage in same, such occupant shall be in violation of this Part and subject to those penalties set forth hereafter.

§ 11-404. Disruptive Conduct. [Ord. No. 2100, 1/14/2019]

1. Reporting and Investigation. All reports of disruptive conduct shall be referred to and investigated by the Scottsdale Borough Police Department. Any police officer investigating a claim of disruptive conduct on the premises may, at the investigating officer's discretion, contact the owner, or the owner's designated manager, by phone during the course of the investigation to report the incident and ongoing investigation.
2. Disruptive Conduct Reports. If the police investigate an alleged incident and find that "disruptive conduct" as defined herein has occurred, they shall complete a disruptive conduct report. The report shall 1) include, where possible, the identity or identities of the alleged perpetrator(s) of the disruptive conduct; 2) describe the nature of the disruptive conduct; and 3)

set forth the factual basis leading the officer to conclude that disruptive conduct has occurred. All reports shall be forwarded to the Chief of Police.

3. Notice to Owners and Occupants. The Chief of Police shall thereafter mail a copy of the disruptive conduct report to the owner and occupant(s) within five working days.
4. Remediation by Owner. Within five days after receipt of written notice from the Chief of Police that an occupant of a residential rental unit has violated a provision of this Part, the owner shall take immediate steps to remedy the violation and assure there is not a reoccurrence of the violation. Within 10 days after receipt of a notice of violation, the owner shall file with the Chief of Police a report, on a form provided by the Borough, setting forth what action the owner has taken to remedy the violation and what steps he or she has taken to prevent a reoccurrence of the violation. The report shall also describe and detail a plan the owner will implement in the future if the violation reoccurs.

§ 11-405. Enforcement. [Ord. No. 2100, 1/14/2019]

1. Review by Mayor. Within five days of receipt of the owner's report, or within five days of the deadline for submitting same, whichever occurs first, the Chief of Police shall forward a copy of such notice and the owner's report to the Mayor of the Borough for review and/or approval. The Mayor may approve such plan or modify same to ensure that adequate provisions have been included to prevent a recurrence of the violation. Thereafter, the owner shall, on his or her initiative, enforce the plan. The failure to do so shall be a violation of this Part and result in that remedial action set forth hereafter.
2. Reporting and Recommendations to Council. In the event a second violation occurs on a leased premises involving the same occupant or occupants, the Mayor shall report such violation to Borough Council. The Mayor shall also provide Council with the Mayor's recommendation for any further corrective action under this Part. Such recommendation shall be sent to each Council member.
3. Notification to Owner. In the event the Mayor determines that grounds for nonrenewal, suspension or revocation of a permit exist, the Borough shall notify the owner of the action to be taken and the reasons for same. 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 permit for said residential rental unit(s) shall be either suspended or revoked or will not be renewed for a defined

period of time. 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 nonrenewal, 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 residential rental unit(s) from and during the period said action is in effect.
 - E. A statement informing the owner that he, she or it has a right to appeal the decision suspending, revoking or declining to renew the permit to Borough Council by submitting in writing to the Borough Secretary, within 10 days from the date printed on the notice, a detailed statement of the appeal, including the grounds therefor and the reason(s) alleged as to why the determination of the Borough Council is incorrect or should be overturned. The appeal shall contain a statement of the relief requested by the appellant. Such notice of appeal may be required to be submitted on a form to be prescribed therefor by Borough Council, to be signed by the appellant. There is hereby imposed a fee for filing of such appeals, the amount of which shall be determined and established from time to time by resolution of Borough Council.
4. Appeals to Council. Upon receipt of such an appeal in proper form, accompanied with the requisite filing fee, the Borough Secretary shall schedule a hearing before Borough Council not more than 30 days from the date on which the appeal is filed.
- A. Notice of the hearing on appeal shall be sent to the appellant by regular United States Mail at the mailing addresses maintained for same in the Scottdale Borough Tax Office. Notice of the hearing shall be posted on the premises not less than seven days prior to the date of the hearing. It shall be a violation of this Part to remove any sign providing notice of such hearing between the time it is posted on the property and the time set for the hearing.
 - B. The hearing on the appeal shall be conducted by Borough Council. The appellant and all other parties having an interest may be heard. Based on the facts and arguments of the appellant and of the Mayor, police or other public official(s) involved, and any relevant factual presentations of other parties, Borough Council shall make a decision affirming, reversing or modifying the prior action from which the appeal was taken.
 - C. Such decision shall be rendered at a public meeting either immediately following the hearing, or within 30 days thereafter. The decision shall be reduced to writing, stating clearly the factual and

legal basis for the decision, within 45 days after the hearing and sent to the owner by first-class United States Mail, postage prepaid, at their address referenced above.

- D. If the Borough Council deems it necessary or desirable, it may continue the hearing to a subsequent time and date not later than 30 days from the initial hearing, which time and date shall be openly announced at the initial hearing, and in such case, the time limits for rendering the decision and reducing it to writing set forth herein shall be calculated from the last hearing date (at which the substance of the decision is orally announced).
5. Remedial Measures. The Council of Scottsdale Borough, or those representatives thereof herein described, may initiate or cause the initiation of disciplinary action against an owner, including, but not limited to, the initiation of a corrective action plan, nonrenewal, suspension and/or revocation of the owner's permit, following a finding that disruptive conduct has occurred on the property or for violation of any provision of this Part that imposes a duty upon the owner to regulate the breach of duties by occupants as provided hereafter. Remedial measures imposed by the Borough may include, but shall not be limited to, the following:
- A. Corrective Action Plans. Following the receipt of a disruptive conduct report and a finding that disruptive conduct has occurred, the Borough shall require the owner to submit a corrective action plan to the Mayor of Scottsdale Borough detailing how the owner has corrected or intends to address the disruptive conduct. Such report shall be in writing, dated and signed by the owner. Following submission of such report, the Mayor may affirm, modify or reject such plan in its entirety and notify owner of same. In the event of a total rejection of the owner's plan, the Mayor shall prepare a corrective action plan on behalf of the Borough and notify owner of same. The failure of the owner to submit a corrective action plan within five days of the date of any notice to the owner to submit same shall be a violation of this Part and shall cause the Mayor to prepare and enforce a corrective action plan to remedy the disruptive conduct. Nothing in this subsection shall be deemed or construed to prevent the Borough from taking any other remedial measures available to it at law, in equity or under the terms of this Part.
- B. Nonrenewal. Nonrenewal is the denial of the privilege to apply for permit renewal after expiration of the permit term. The Borough may permit the owner to maintain occupants in the premises until the end of the permit term but will not accept applications for renewal of the permit until a date established by Borough Council.
- C. Suspension. Suspension is the immediate loss of the privilege to rent residential rental units for a period of time set by Borough Council. The owner, after the expiration of the suspension period, may apply

for permit renewal without the need to show cause why the owner's privilege to apply for a permit should be reinstated. Upon suspension, the owner shall take immediate steps to evict the occupants.

- D. **Revocation.** Revocation is the immediate loss of the privilege to rent residential rental units for a period of time set by Borough Council and the loss of the privilege to apply for renewal of the permit at the expiration of the time period. Upon the loss of privilege to rent, the owner shall take immediate steps to evict the occupants.
 - E. **Forced Eviction.** In the event the owner fails to take action to evict the occupants after receiving notice to do so, then the Borough may initiate any action, at law or in equity, to evict such occupants and collect all costs and expenses thereof, including reasonable attorney's fees, from the owner. Such costs, expenses and attorney's fees shall be collected by the Borough through any action available to the Borough for the collection of debt, including, but not limited to, the initiation of a civil action or the filing of a municipal claim against the property and execution upon same.
 - F. **Site-Specific Remedies.** Any remedial measure taken by Council or the Mayor shall be specific to the premises at which the reports of disruptive conduct have occurred and shall not affect any other rental units of owner that are compliant with this Part.
6. **Considerations in Applying Remedial Measures.**
- A. The Mayor, Chief of Police and Borough Council, when issuing a disruptive conduct report and/or in reviewing, recommending and/or applying any remedial measures hereunder, shall take the following factors into consideration:
 - (1) 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.
 - (2) The effect of the violation on the neighborhood and/or the occupants of surrounding properties.
 - (3) Whether the owner has prior violations of this Part and other ordinances of the Borough or has received prior notices of violations or disruptive conduct notices as provided for in this Part.
 - (4) Whether the owner has been subject to disciplinary proceedings under this Part.
 - (5) The effect of disciplinary action on the occupants.

- (6) The action taken by the owner to remedy the violation and to prevent future violations, including any written plan submitted by the owner.
 - (7) The policies and lease language employed by the owner to manage the residential rental unit to enable the owner to comply with the provisions of this Part.
- B. In addition to applying discipline as set forth above, the Mayor may recommend, and Borough Council may impose, reasonable conditions on the existing or subsequent permits to carry out the purposes of this Part.

§ 11-406. Inspections. [Ord. No. 2100, 1/14/2019]

1. **Inspection Upon Reasonable Belief of Violation.** All premises shall be subject to an inspection by any code officer or another duly authorized agent of the Borough. Such inspection may take place upon reasonable belief that a violation of a Borough ordinance, including, but not limited to, the Borough's Property Maintenance Code or Uniform Construction Code, is present on the premises.
2. **Notice to Owner.**
 - A. The code officer or other duly authorized agent of the Borough conducting such inspection shall contact the owner or owner's designated agent or manager, in writing, by first-class United States Mail, postage prepaid, at the contact address set forth in the registration/permit application for the residential rental unit sought to be inspected and:
 - (1) Advise the owner of the time, date and place such inspection will occur. The date of the inspection shall be not less than seven days from the date the notice is sent and time for same shall be between the hours of 8:00 a.m. and 7:00 p.m.;
 - (2) Advise the owner of the general nature of the alleged violation giving rise to such inspection; and
 - (3) Provide the owner, or the owner's designated representative or manager, with an opportunity to be present at the time the inspection occurs.
 - B. The foregoing notwithstanding, in the event the inspection is, in the estimation of the code enforcement officer, conducted as a result of an emergency which would threaten the health, safety or welfare of the occupants of the residential rental unit, or surrounding persons or property, then the code officer shall attempt to contact the owner or their designated manager or agent by phone before conducting same.

3. **Correction of Deficiencies.** Any violations or deficiencies determined to exist by the code officer may be remedied pursuant to the terms of this Part, or pursuant to the terms of the ordinance under which the violation or deficiency is found to occur.
4. **Failure to Permit Access for Inspection.** The failure of an owner or occupant to permit access to the premises to perform any such inspection, or the failure to correct any violation or deficiency within time limitations established for same, shall be a violation of this Part and be cause for the denial, suspension or revocation of any permit to occupy the premises.
5. **Costs of Inspections.** The cost and expense of any inspection shall be borne, in its entirety, by the owner of the leased premises. The costs of such inspection shall be established by resolution of Council hereafter. The owner of the leased premises shall also be responsible for all costs and expenses required to correct any deficiency noted in the inspection report.

§ 11-407. Violations and Penalties. [Ord. No. 2100, 1/14/2019]

1. **Violations.** Any of the following events, failures, actions or conduct by an owner or occupant of a residential rental unit shall be a violation of this Part:
 - A. Failing to properly register or obtain a permit to occupy a residential rental unit.
 - B. Providing false, misleading or inaccurate information on a permit application.
 - C. Failing to abate a violation of this Part and other applicable codes and ordinances that apply to the premises within the time directed by the Borough.
 - D. Engaging in disruptive conduct as defined herein.
 - E. Engaging in conduct that interferes with or otherwise thwarts or impedes the inspection of the premises by the police, code officer or any other designated agent of the Borough as required by this Part or in the enforcement of this Part.
 - F. Failing to take steps to remedy and prevent further violations of this Part by occupants of residential rental units as required by this Part.
 - G. Failing to file and implement an approved plan to remedy and prevent violations of this Part by occupants of a residential rental unit as required by this Part.
 - H. Failing to evict occupants after having been directed to do so by the Borough as provided for in this Part.

- I. Having two related or unrelated violations of this Part or any other ordinance of the Borough that apply to the premises while occupied by all or some portion of the same occupants. For purposes of this Part, there need be no criminal conviction before a violation may be found to exist. Before a prior violation can be considered under this section, the owner must have received notice in writing of each violation pursuant to the terms of this Part and been given an opportunity to participate in a corrective action plan.
 - J. It shall likewise be unlawful for any person or owner of a residential rental unit for which a permit is required to operate without a valid, current permit issued by the Borough authorizing such operation. It shall also be unlawful for any person or owner to violate or fail to otherwise comply with any corrective action plan or any other term or provision of this Part. It shall be likewise unlawful for any occupant or guest of an occupant to violate any term or provision of this Part.
2. Penalties. Any violation of this Part shall be punishable by a civil penalty of not less than \$500 nor more than \$1,000 plus all costs, expenses and attorney's fees incurred by the Borough in the prosecution of the action. Each day a violation continues shall constitute a separate and distinct violation and be subject to separate and additional civil penalties, without the necessity of filing a separate action.
 3. All Remedies Cumulative. The penalty provisions of this chapter and the permit renewal, nonrenewal, suspension and revocation procedures provided in this Part shall be independent, separate and cumulative remedies, all of which shall be available to the Borough as may be deemed appropriate for carrying out the purposes of this Part. The remedies and procedures provided in this Part for violation hereof are not intended to supplant or replace, to any degree, the remedies and procedures available to the Borough in the case of a violation of any other code or ordinance of the Borough, whether or not such other code or ordinance is referenced in this Part 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 Part. The penalty provisions and remedies contained in this Part are intended to be cumulative. Nothing in this Part shall be deemed or construed to prevent the Borough from engaging in any other remedies to which it may be entitled, at law, in equity or otherwise, including, but not limited to, actions in equity against the owner or tenants to compel eviction. In the event the Borough is required to take any action, at law or in equity, to enforce the terms of this chapter, the Borough shall be entitled to recover any and all costs, expenses, and inspection, expert witness and attorney's fees incurred in such proceedings.

§ 11-408. Miscellaneous Provisions. [Ord. No. 2100, 1/14/2019]

1. Notices.

- A. There shall be a rebuttable presumption that any notice required to be given to the owner under this Part has been received by such owner if the notice was given to the owner in the manner provided by this Part.
 - B. A claimed lack of knowledge by the owner of any violation shall be no defense to permit nonrenewal, 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 Part.
2. **Changes in Ownership Occupancy.** It shall be the duty of each owner of a residential rental unit to notify the Borough, in writing, of any change in ownership of the premises containing a residential rental unit. It shall also be the duty of the owner to notify the Borough, in writing, of any change or increase in the number of occupants in any residential rental unit. The failure to provide such notice shall be a violation of this Part.
 3. **Owners Severally Responsible.** If any residential rental unit is owned by more than one person, in any form of joint tenancy, in partnership, or otherwise, each person shall be jointly and severally responsible for the duties imposed under the terms of this Part, and may be jointly and/or severally subject to prosecution for the violation of this Part.
 4. **Severability.** The terms, provisions and applications of this Part are severable. If any provision of this Part or the application thereof to any person or circumstance is held invalid, such holding shall not affect the remaining provisions or applications of this Part. The remaining provisions and/or applications of this Part shall remain in full force and effect without the invalid provision or application.
 5. **Repealer.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

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HOUSING

11 Attachment 1

Borough of Scottsdale

**APPENDIX A
LANDLORD'S OCCUPANCY REPORT**

Ordinance No. _____

1. Name of Landlord: (a) _____
(if jointly owned list all owners) (b) _____
(c) _____
(d) _____
2. Address of Landlord: (a) _____
(if jointly owned list all owners) _____
(b) _____
(c) _____
(d) _____
3. Telephone number of Landlord (a) _____
(b) _____
(c) _____
(d) _____
4. The address of the rental property _____

5. The number of rental units at the premises listed in number 4 above: _____

SCOTTDALE CODE

6. The names, address and telephone numbers of all tenants occupying the premises:

Name: _____ Age _____

Address: _____

Phone: _____

Occupation: _____

Social Security No.: _____

Employer: _____

Address: _____

Name: _____ Age _____

Address: _____

Phone: _____

Occupation: _____

Social Security No.: _____

Employer: _____

Address: _____

Name: _____ Age _____

Address: _____

Phone: _____

Occupation: _____

Social Security No.: _____

Employer: _____

Address: _____

HOUSING

Name: _____ Age _____

Address: _____

Phone: _____

Occupation: _____

Social Security No.: _____

Employer: _____

Address: _____

Name: _____ Age _____

Address: _____

Phone: _____

Occupation: _____

Social Security No.: _____

Employer: _____

Address: _____

Name: _____ Age _____

Address: _____

Phone: _____

Occupation: _____

Social Security No.: _____

Employer: _____

Address: _____

SCOTTDALE CODE

I/WE, the undersigned do hereby certify, under penalty of perjury for false sworn statements that the information contained herein is true and correct.

Date:

Landlord

Landlord

Landlord

Landlord

HOUSING

11 Attachment 2

Borough of Scottsdale

Notice to Owner, Tenant and/or Occupant

The following NOTICE shall be provided to and signed by the OWNER and every Tenant and/or Occupant of a RESIDENTIAL Rental Unit and become a part of every lease or RENTAL AGREEMENT for any RESIDENTIAL RENTAL UNIT within the Borough of Scottsdale and shall be binding upon the recipients thereof:

"The premises at _____, Scottsdale Borough, Westmoreland County, Pennsylvania, has been designated as a "RESIDENTIAL Rental Unit." The Borough of Scottsdale has adopted Ordinance No. 2100, which prohibits a Tenant in a RESIDENTIAL Rental Unit from violating the laws of the Commonwealth of Pennsylvania or engaging in DISRUPTIVE CONDUCT. The Ordinance defines "Disruptive Conduct" as any form of conduct, action, incident or behavior perpetrated, caused or permitted by any OCCUPANT or visitor of a RESIDENTIAL DWELLING UNIT that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other PERSONS of reasonable sensibility in their peaceful enjoyment of their PREMISES such that a complaint is made to POLICE complaining of such conduct, action, incident or behavior. It is not necessary that such conduct, action, incident or behavior constitutes a criminal offense, nor is it required that criminal charges be filed for a PERSON to have perpetrated, caused, or permitted the commission of DISRUPTIVE CONDUCT; provided, however, that no DISRUPTIVE CONDUCT shall be deemed to have occurred unless the POLICE investigate and make a determination that such occurred and prepare a DISRUPTIVE CONDUCT REPORT of such occurrence.

The 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 the TENANT permit others on the premises to engage in such conduct.

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

TENANT shall not engage in, nor tolerate nor permit others to engage in DISRUPTIVE CONDUCT on or in the leased premises.

TENANT hereby acknowledges and agrees that this tenancy is subject to the provisions of Borough of Scottsdale Ordinance No. 2100, commonly known as the "Borough of Scottsdale RESIDENTIAL RENTAL UNIT ORDINANCE" and that any violation thereof shall constitute a breach of the rental agreement for this property that may result in Tenant's eviction. Upon such breach, the LANDLORD shall have the right and option to pursue the following remedies:

1. Termination of the rental agreement without prior notice;

SCOTTDALE CODE

2. Bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs;
3. 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;
4. Bring an action for damages caused by TENANT'S breach, including reasonable attorney's fees and costs.

A complete copy of Scottsdale Borough Ordinance No. 2100 may be obtained by contacting the Secretary of Scottsdale Borough during normal business hours at the Scottsdale Borough Building, 10 Mt. Pleasant Road, Scottsdale, PA 15683.

The failure to provide this Notice to all Tenants/Occupants of a RESIDENTIAL Rental Unit shall be a violation of this Ordinance.

THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF THIS NOTICE ON THE ____ DAY OF _____, 20____ AND UNDERSTAND AND AGREE THAT VIOLATIONS OF ORDINANCE NO. 2100 WILL BE CONSIDERED A BREACH OF THE LEASE FOR THE ABOVE-DESCRIBED PREMISES AND MAY RESULT IN THE EVICTION OF ALL TENANTS AND/OR OCCUPANTS OF SAME.

WITNESS:

OWNER:

TENANT(s)/OCCUPANT(s)

HOUSING

11 Attachment 3

Borough of Scottdale

RESIDENTIAL RENTAL UNIT PERMIT APPLICATION

NAME AND ADDRESS OF PROPERTY OWNER:

CONTACT NUMBERS:

(HOME) _____
(WORK) _____
(CELL) _____
(EMAIL) _____

NAME AND ADDRESS OF MANAGER OR DESIGNATED AGENT (IF APPLICABLE):

CONTACT NUMBERS:

(HOME) _____
(WORK) _____
(CELL) _____
(EMAIL) _____

ADDRESS OF RESIDENTIAL RENTAL UNIT:

TAX MAP ID NUMBER:

SCOTTDALE CODE

DESCRIPTION OF PREMISES:

- 1. Gross Exterior Lot Size Width ____ Length ____ Total S/F ____
- 2. Interior Room Dimensions:
 - a. Living Room Width ____ Length ____ Total S/F ____
 - b. Dining Room Width ____ Length ____ Total S/F ____
 - c. Kitchen Width ____ Length ____ Total S/F ____
 - d. Bedroom 1 Width ____ Length ____ Total S/F ____
 - e. Bedroom 2 Width ____ Length ____ Total S/F ____
 - f. Bedroom 3 Width ____ Length ____ Total S/F ____
 - g. Other Width ____ Length ____ Total S/F ____

TOTAL AREA IN SQUARE FEET - _____

LEASE START DATE: _____

LEASE TERMINATION DATE: _____

NAMES, PERMANENT ADDRESSES (IF DIFFERENT FROM THIS PERMITTED PREMISES), PHONE NUMBERS OF ALL TENANTS AND/OR OTHER OCCUPANTS

	(Name)	(Address)	(Phone)
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____

HOUSING

I, THE UNDERSIGNED, DO HEREBY CERTIFY, SET FORTH AND AFFIRM THAT I AM THE OWNER OF THE ABOVE REFERENCED PROPERTY. I FURTHER SWEAR, UNDER PENALTIES ASSOCIATED WITH UNSWORN FALSIFICATION TO AUTHORITIES, THAT:

1. THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF; and
2. I HAVE PROVIDED THE TENANTS REFERENCED ABOVE WITH ALL INFORMATION REQUIRED BY SCOTTDALE BOROUGH ORDINANCE NO. 2100 AND THE NOTICE REQUIRED UNDER SAME.
3. I ACKNOWLEDGE THAT THE PREMISES SUBJECT TO THIS PERMIT APPLICATION MAY BE SUBJECT TO INSPECTION AND AUTHORIZE THE BOROUGH, THROUGH ITS DESIGNATED AGENTS, TO APPEAR UPON AND CONDUCT INSPECTIONS ON THE ABOVE PREMISES AS MAY BE NECESSARY TO INVESTIGATE VIOLATIONS AND/OR OTHERWISE ENFORCE THE TERMS OF THIS ORDINANCE.
4. I ACKNOWLEDGE AND AGREE THAT EITHER I, OR MY DESIGNATED AGENT OR MANAGER, MAY BE CONTACTED BY PHONE DURING THE COURSE OF THE INVESTIGATION OF ANY SECOND REPORTED INCIDENT OF DISRUPTIVE CONDUCT ON THE ABOVE PREMISES OCCURRING DURING A PERMIT TERM.

WITNESS:

OWNER:

DATE: _____

***** FOR BOROUGH USE ONLY *****

DATE APPLICATION SUBMITTED: _____

DATE FEE PAID: _____

DATE PERMIT ISSUED: _____

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HOUSING

11 Attachment 4

Borough of Scottdale

RESIDENTIAL RENTAL UNIT PERMIT

I, the undersigned, Secretary of Scottdale Borough, Westmoreland County, Pennsylvania, do hereby issue this Permit to:

for the occupancy of a RESIDENTIAL RENTAL UNIT pursuant to Scottdale Borough Ordinance No. 2100 for a unit located at:

Scottdale, PA 15683.

The names of the OCCUPANTS of the PREMISES for which this Permit is issued are:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Any change in OCCUPANTS must be reported immediately, in writing, to the Borough Secretary. The failure to do so is a violation of the Ordinance. This Permit must be kept on the Premises for which it is issued and shall be produced for inspection upon request of any authorized representative of the Borough or member of the Scottdale Borough Police Department.

DATE:

SCOTTDALE BOROUGH

Secretary

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HOUSING

11 Attachment 5

Borough of Scottdale

OWNER'S CERTIFICATION OF CODE COMPLIANCE

I, the undersigned, do hereby certify that I am the OWNER, or one of the OWNERS, of that RESIDENTIAL RENTAL UNIT located at:

(Property Address)

and that, in lieu of obtaining a preliminary inspection by the Borough, the undersigned is submitting this Certification, made under penalties associated with the unsworn falsification to authorities as set forth hereafter, that (a) I have inspected the LEASED PREMISES, (b) the condition of same is in compliance with all existing and applicable Codes, Local Ordinances and laws of the Commonwealth of Pennsylvania, and (c) that, in the event it is determined at a later date such premises are not in compliance, the undersigned will make any repairs necessary to bring same into compliance within the time frame prescribed by the Borough for same.

The undersigned acknowledges that, in the event it is determined that any condition on the LEASED PREMISES certified to be in compliance with all existing and applicable Codes, Ordinances and laws of the Commonwealth of Pennsylvania was not in compliance, the OWNER will be in violation of this Chapter and, in addition to any penalties, fines or remedial action provided herein, shall also be subject to prosecution for the unsworn falsification to authorities and any criminal penalties resulting therefrom.

VERIFICATION

I, the undersigned, aver that the statement of facts contained in the foregoing Certification is true and correct to the best of my information, knowledge and belief, and is made subject to the penalties of 18 PA. CONST. STAT. ANN. SECTIONS 4902 and 4904 relating to unsworn falsification to authorities.

DATE: _____

BY: _____
(Signature)

(Print Name)

C

C

C