

BOROUGH OF NORTH CATASAUQUA
ORDINANCE NO. 435

AN ORDINANCE OF THE BOROUGH OF NORTH CATASAUQUA, COUNTY OF NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA, REPEALING AND REPLACING ORDINANCE 431, ESTABLISHING REGULATIONS FOR THE REGISTRATION, INSPECTION, AND LICENSING OF RESIDENTIAL RENTAL PROPERTIES AND HOUSING OCCUPANCY WITHIN NORTH CATASAUQUA BOROUGH, MINIMUM STANDARDS FOR RENTAL PROPERTIES, VIOLATIONS, PENALTIES FOR NONCOMPLIANCE, AND PROCEDURES FOR APPEALS.

SECTION 1. PURPOSE

The purpose of this Ordinance shall be to protect and promote the public health, safety, and welfare of the Borough's citizens, while at the same time encouraging Owners and Tenants to maintain and improve the quality of rental housing within the community. As a means to those ends, this Ordinance establishes a program requiring the registration, inspection, and licensing of all residential rental housing units within the Borough as defined in this article. This Ordinance shall be liberally construed and applied to promote its purposes and policies.

SECTION 2. DEFINITIONS

As used in this Ordinance, the following terms shall have the meaning indicated unless a different meaning clearly appears from the context in which the term is used:

Borough: The Borough of North Catasauqua and/or any duly authorized agent(s) or representative(s) of the Borough of North Catasauqua.

Codes: Any federal, state, or local law, code, or ordinance adopted or in effect in and for the Borough of North Catasauqua, as amended from time to time.

Code Enforcement Officer: The officer, individual, or firm appointed by the Borough who is charged with administration of this ordinance or any duly authorized agent(s) or representative(s) of the Borough of North Catasauqua or any said officer, individual, representative or firm of such agent or representative.

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, or riotous or that otherwise disturbs other persons of reasonable sensibility in the peaceful enjoyment of their property such that a report is made to police and/or to the Code Enforcement Officer complaining of such conduct, action, incident, or behavior, and a determination of disruptive conduct is made by the police and/or the Code Enforcement Officer. It shall not be necessary that such conduct, action, incident or behavior

occurred unless the Code Enforcement Officer or the police shall have investigated and made a determination of such occurrence and a written record thereof.

Exempt Unit: The following types of properties shall be considered "exempt units":

- 1) Any hospital, nursing home, group home or other rental unit used for human habitation which offers or provides medical or nursing services, and/or wherein all operations of such facility are subject to county, state or federal licensing or regulations concerning the health and safety of the users, patients or tenants.
- 2) On-campus dormitories, fraternity houses and sorority houses, as defined in the Borough's Zoning Ordinance.
- 3) An Owner-Occupied residential unit, provided that not more than two unrelated individuals, in addition to the Owner and his/her relatives, occupy the residential unit at any given time.
- 4) A residential unit that is on the same lot as another residential unit, provided that the two dwellings are only occupied by the owner and persons who are "related" to the owner.

Guest: A person on the premises of a Residential Rental Unit with the actual or implied consent of the Tenant.

Landlord-Tenant Act: The Landlord and Tenant Act of 1951, 68 P.S. § 250.101, et seq. and any amendments.

Property Manager or Agent: An adult individual designated and authorized by the Owner of a Residential Rental Unit to act on his, her, or their behalf.

Owner: Any legal or beneficial holder of title to a Residential Rental Unit. This shall include any person or legal entity having an equitable interest in a rental dwelling; or recorded in the official records of the County or Borough as holding title to the rental dwelling; or otherwise having control of the rental dwelling, including the guardian of the estate of any such person and the executor or administrator of the estate; or any such person if ordered to take possession of a Residential Rental Unit by a court.

Rental Agreement: A written agreement between Owner and Tenant supplemented by the addendum required hereunder, setting forth certain terms and conditions concerning the use and occupancy of the Residential Rental Unit.

Residential Rental Unit: Any residential unit providing independent living space for one (1) or more persons, for purposes of living, sleeping, eating, cooking, and sanitation which is occupied by a person other than the Owner, for the payment of rent, specifically including units in a rooming house.

Residential Rental Unit License: A license issued by the Borough of North Catasauqua to the Owner of a Residential Rental Unit, evidencing the registration and satisfactory inspection of such unit by the Borough of North Catasauqua.

Residential Rental Unit Application: An application provided by the Borough of North Catasauqua and completed by an Owner or Manager to accomplish the registration, inspection, and lawful rental and occupancy of a Residential Rental Unit under this Ordinance.

Rooming House: Any dwelling, or that part of any dwelling containing three (3) or more rooming units.

Tenant/Occupant: Any person, group of persons, corporation, partnership, or other entity who rents, occupies, or leases a Residential Rental Unit.

SECTION 3. APPOINTMENT AND DUTIES OF CODE ENFORCEMENT OFFICER

The Borough Code Enforcement Officer and/or such other qualified individual(s) appointed by the Borough Council shall administer this Ordinance in accordance with its terms and shall be responsible for instituting enforcement proceedings on behalf of the Borough for violations of this Ordinance. All references to the Borough Code Enforcement Officer shall include their designee.

SECTION 4. RESIDENTIAL RENTAL UNIT REGISTRATION APPLICATION PROCESS

All Residential Rental Unit Owners shall submit a separate Residential Rental Unit Registration Application for each Residential Rental Unit they own, together with the applicable registration fee. After receipt of a Residential Rental Unit Registration Application and applicable fee, the Borough shall confirm that the applicant is current with all Borough taxes, and garbage and sewer fees. If such accounts are not current, no license shall issue until they are brought current and the same is confirmed by the Borough. Within forty-eight (48) hours of receipt of an application that is incomplete for any reason, the Borough shall advise the applicant in writing of the items to be corrected. The application shall be resubmitted with proof of correction within ten (10) days. If the application is not resubmitted within ten (10) days, it will be considered void, and the applicant must submit a new application, with a new application fee. Upon the Borough's confirmation of the completeness of the application, the Borough shall contact the Code Enforcement Officer, who shall schedule an inspection of the Residential Rental Unit, at a reasonable time, and upon reasonable notice to the Owner or their designee.

SECTION 5. TIMEFRAMES RELATIVE TO THE FILING OF RESIDENTIAL RENTAL UNIT REGISTRATION APPLICATIONS

The registration of Residential Rental Units shall occur as follows:

1. The Owner or Manager of every Residential Rental Unit within the Borough shall complete a Residential Rental Registration Application for said unit on a form provided by the Borough, and submit it, together with the applicable registration fee, to the Borough. The Borough shall not process any incomplete applications, nor any application submitted without the required fee.

2. After the effective date of this Ordinance, any person who becomes an Owner of any parcel of real estate or any improvement on real estate or a building located in the Borough defined as a Residential Rental Unit by Agreement of Sale, Deed, or by any other means, shall within sixty (60) days thereafter, complete a Residential Rental Registration Application and submit it to the Borough, together with the applicable registration fee.
3. Annually, prior to the end of the current license year, the Owner or Manager of each registered Residential Rental Unit shall complete a renewal application on a form provided by the Borough, which may be the same form as the initial application, together with the applicable fee. After receipt of the renewal application, the Borough shall confirm that the applicant is current with all Borough taxes, and garbage and sewer fees. If such accounts are not current, no license shall issue until they are brought current and the same is confirmed by the Borough. Within forty-eight (48) hours of receipt of an application that is incomplete for any reason, the Borough shall advise the applicant in writing of the items to be corrected. The application shall be resubmitted with proof of correction within ten (10) days. If the application is not resubmitted within ten (10) days, it will be considered void, and the applicant must submit a new application, with a new application fee.
4. Those Residential Rental Units defined as Exempt Unit under Section 2 are not required to submit a Residential Rental Unit Registration application.

SECTION 6. INSPECTION AND LICENSING OF RESIDENTIAL RENTAL UNITS

A. INSPECTION REQUIREMENT

1. Following the satisfactory submission of a Registration Application by the Owner, the Borough shall schedule an inspection of the Residential Rental Unit. Said inspection shall be in accordance with a systematic inspection program to be designed by the Code Enforcement Officer in accordance with this Ordinance. The details of such program shall be available to citizens upon request.
2. The systematic inspection program designed by the Code Enforcement Officer shall ensure the initial inspection of all Residential Rental Units, with subsequent inspections taking place every (2) years. The Code Enforcement Officer may also inspect Residential Rental Units upon receipt of complaints regarding the premises, and for any other reasonable cause.
3. All inspections hereunder shall be scheduled at a reasonable time, and upon reasonable notice to the Owner or their designee.

4. Newly constructed Residential Rental Units shall be subject to registration requirements, but shall not be subject to initial inspection, the same being subject to inspections conducted under codes applicable to new construction.
5. If, upon any inspection provided for hereunder, the Code Enforcement Officer finds the Residential Rental Unit(s) in compliance with all applicable codes and Ordinance requirements, the Code Enforcement Officer shall issue a license.
6. Once a license has been issued for a Residential Rental Unit, the license shall remain effective until such time as an inspection by the Code Enforcement Officer results in its revocation or nonrenewal, provided that the Owner submits all required documentation and fees necessary to renew the license annually, as required hereunder.
7. Fees for all applications, inspections, and re-inspections required hereunder shall be set from time to time by resolution of Borough Council.

**B. MAINTENANCE AND PRODUCTION OF LICENSE;
OCCUPANCY**

1. The Residential Rental License required for all occupied Residential Rental Units shall be maintained by the Owner or Manager of each unit, and it shall be produced upon request of any Tenant, prospective Tenant, or Borough Official.
2. No Residential Rental Unit shall be occupied by any person or persons other than the Owner thereof, unless a license has been issued in accordance with this Ordinance.

**SECTION 7. ENFORCEMENT OF REGISTRATION AND INSPECTION
REQUIREMENTS**

A. GENERALLY

1. If, any time, an Owner or Manager fails to permit the inspection of a Residential Rental Unit, the Code Enforcement Officer may inspect the property pursuant to an Administrative Search Warrant issued by a Magisterial District Judge, with costs to be charged to the Owner.
2. If the Code Enforcement Officer finds violations warranting condemnation of the Residential Rental Unit under the Property Maintenance Code, the Code Enforcement Officer may condemn the property. Attendant therewith, the Code Enforcement Officer shall have all the rights, remedies, and powers specified by the Borough Code, the Property Maintenance Code, and applicable law.
3. The Borough may make repairs. In the event the Owner of the premises shall neglect, fail or refuse to comply with any notice from the Borough or its Code

Enforcement Officer to correct a violation of the premises under any code in effect in the Borough within the period of time stated in such notice, the Borough may cause the violation to be corrected after providing sufficient notification to the Owner.

- i. In the event the Borough makes repairs, there shall be imposed upon the Owner a charge of the actual costs involved, plus ten percent (10%) of said costs for each time the Borough shall cause a violation to be corrected, plus attorney's fees and court costs as applicable.
- ii. Any such bill which remains unpaid and outstanding after the time specified therein for payment shall be grounds for the imposition of a municipal lien upon the premises as provided by law.
 - a) Such lien may be reduced to judgment and enforced and collected as provided by law, together with interest at the legal rate, court costs, and applicable attorney's fees.
 - b) The remedies provided by this subsection are not exclusive and the Borough and its Code Enforcement Officer may invoke such other remedies available under this or applicable codes, ordinances or statutes, including, where appropriate, condemnation proceedings or declaration of a premises as unfit for habitation.

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

1. Failure to abate a violation of Borough codes and ordinances that apply to the premises within the time directed by the Code Enforcement Officer.
2. Refusal of Owner to permit the inspection of the premises by the Code Enforcement Officer as required by this Ordinance.
3. Failure to take steps to remedy and prevent violations of this Ordinance by occupants of Residential Rental Units as required by this Ordinance.
4. Failure to file and implement an approved plan to remedy and prevent violations of this Ordinance by the Owner of a Residential Rental Unit as required by this Ordinance.
5. Failure to evict a Tenant after having been directed to do so by the Code Enforcement Officer of the Borough as provided for in this Ordinance.
6. The occurrence of three (3) violations of this Ordinance, other ordinances of the Borough, law of the Commonwealth, or other laws or regulations applicable to the

premises within any rolling twelve-month period. For purposes of this Ordinance, there need be no criminal conviction before a violation can be found to exist.

C. PROCEDURE FOR NON-RENEWAL, SUSPENSION, OR REVOCATION OF LICENSE

1. **Notification.** Following a determination of grounds for non-renewal, suspension, or revocation of a license, the Code Enforcement Officer shall notify the Owner of the action to be taken and the reason therefor. Such notification shall be in writing, addressed to the Owner in question, sent via certified mail, and shall contain the following information:
 - (1) The address of the premises and identification of the particular Residential Rental Unit(s).
 - (2) A description of the violation(s).
 - (3) A statement that the writing is a formal warning that absent correction of said violation(s) prior thereto, the license for said Residential Rental Unit(s) shall be either suspended or revoked, or will not be renewed for the next license year. 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.
 - (4) If the license is to be revoked, suspended, or subject to non-renewal, a statement that the Owner is prohibited from leasing the Residential Rental Unit for the period of the discipline.
 - (5) A statement informing the Owner of their appeal rights hereunder.
2. **Return of Certified Mail.** If notice is returned as undelivered, the Code Enforcement Officer shall attempt delivery by personal service to the Owner or Manager, if applicable, and shall also post notice at a conspicuous place on the premises. If personal service cannot be accomplished after a reasonable attempt to do so, the notice may be sent to the Owner, and Manager, if any, at the addresses stated on the most current license application for the premises in question, by regular first-class mail, postage prepaid. If such notice is not returned by the postal authorities within five (5) days of its deposit in the U.S. Mail, then it shall be deemed to have been delivered to and received by the addressee on the fifth day following its deposit in the U.S. Mail, and all time periods set forth above shall be calculated from said fifth day.

SECTION 8. OWNER'S DUTIES

1. **General.** It shall be the duty of every Owner to keep and maintain all Residential Rental Units in compliance with all applicable Federal and State laws and regulations, and local

ordinances, and to keep such property in good and safe condition. Every Owner shall be responsible for regulating the proper and lawful use and maintenance of every dwelling which they own, inclusive of the regulation of the conduct of those at the rental premises, by contract and enforcement. This Section shall not be construed as diminishing or relieving in any way the responsibility of Tenants or their guests for their own conduct; nor shall it be construed as conferring any liability to an Owner for the same. Specifically, an Owner shall have no liability arising the conduct of Tenants or their guests resulting in any civil or criminal action. Nor shall this Section be construed so as to require an Owner to indemnify or defend Tenants or their guests against any such action. This Ordinance is not intended to, nor shall its effect be, to limit any other enforcement remedies which may be available to the Borough against an Owner, Tenant, or a guest thereof.

2. **Designation of Manager.** Every Owner who is not a full-time resident of the Borough, and/or who does not live within thirty (30) miles of the boundaries of the Borough, shall designate a Manager who shall reside within twenty (20) linear miles of the nearest Borough boundary line.
 - A. If the Owner is a corporation, a Manager shall be required if an officer of the corporation does not reside within the above referenced area. If an officer lives within the referenced area, the officer shall perform the same function as a Manager.
 - B. If the Owner is a partnership, a Manager shall be required if a partner does not reside within the above referenced area. If a partner lives within the referenced area, the partner shall perform the same function as a Manager.
 - C. The Manager shall be the agent of the Owner for service of process, receipt of notices and demands, and the performance of the obligations of an Owner under this Ordinance.
 - D. The identity, address and telephone number(s) of a person designated as a Manager hereunder shall be provided to the Borough, and such information shall be kept current.
 - E. The Owner or Manager shall disclose to any Tenant in writing on or before the commencement of the tenancy:
 - i. The name, address and telephone number of the Manager, if applicable and
 - ii. The name, address and telephone number of the Owner.
 - F. Before a Tenant enters into or renews a rental agreement for a rental unit, the Owner or Manager, if applicable, shall make the unit's most recent inspection report known to the Tenant, and shall furnish them with a copy upon request.

3. Maintenance of Premises.

- A. The Owner shall maintain the premises in compliance with the applicable codes of the Borough.
- B. In no case shall the existence of any agreement between Owner and Tenant relieve an Owner of any responsibility under this Ordinance or other ordinances or codes relating to the maintenance of the premises.

4. Rental Agreement.

- A. Upon the effective date of this Ordinance, each Owner shall provide a document substantially in the form of Exhibit A, appended hereto, to all Tenants at or before the commencement of a rental agreement. If the document has been provided at the commencement of a rental agreement, it need not be provided again at the time of renewal. Where a rental agreement has been entered prior to the effective date of this Ordinance, the Owner shall provide the document to Tenant within sixty (60) days from the enactment of the Ordinance.
- B. The Owner shall keep a copy of the document required herein, signed by the Tenant.
- C. All disclosures required to be made to Tenants hereunder shall be furnished to the Tenant at or before the commencement of the landlord/tenant relationship.
- D. At the request of the Borough, the Owner shall furnish proof of a Tenant's signed acknowledgment of said document within (7) days of said request.

5. Notice.

An Owner shall have the duty to inform the Borough of changes in occupancy within ten (10) days, and shall provide the name, address, birthdate and a valid telephone number for each Tenant, the effective date of the change, and the new address of the prior Tenant(s) if known. In the event that a Residential Rental Unit becomes vacant for a period of six (6) months, this change shall also be reported to the Borough.

SECTION 9. TENANT'S DUTIES

Tenants shall comply with all applicable codes and ordinances of the Borough.

1. **Obtain a Moving Permit.** Prior to moving into a Residential Rental Unit within the Borough, a Tenant shall apply for and obtain a Moving Permit from the Borough Secretary, as required by Title Seven, Section 703-8.
2. **Inspection of Premises.** Tenant shall permit inspection of the premises by the Code Enforcement Officer at reasonable times upon reasonable notice.

3. **Disruptive Conduct.** Tenant shall not engage in nor tolerate, nor permit others on the premises to engage in disruptive conduct or other violations of any law or Borough Ordinance.
4. **Peaceful Enjoyment.** Tenant shall conduct themselves, and shall require guests on the premises to conduct themselves in a manner 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 the same.
5. **Residential Use.** No Tenant shall occupy any Residential Rental Unit for any purpose other than as a residence unless specifically permitted, and granted, as may be applicable, pursuant to Zoning and other applicable ordinance requirements.
6. **Health and Safety Regulations.**
 - A. The maximum number of persons permitted in any Residential Rental Unit at any time shall not exceed one person for each forty (40) square feet of habitable bedroom floor space in said unit.
 - B. Tenant shall deposit all rubbish, garbage, and other waste from their Residential Rental Unit in a clean and safe manner, into containers provided by the Owner, and shall separate and place for collection all recyclable materials in compliance with all applicable ordinances, laws and regulations.

SECTION 10. ENFORCEMENT OF QUIET ENJOYMENT, OTHER MUNICIPAL VIOLATIONS

1. The police and/or the Code Enforcement Officer may investigate any reports or alleged observations of disruptive conduct or other violation of law or Ordinance. Such investigation shall be recorded by a written Incident Report. The Incident Report shall state whether a violation occurred. Criminal charges or violation notices may issue separately by the appropriate authority. When police investigate an alleged incident of disruptive conduct, a report shall be completed upon a finding that the reported incident did, in the judgment of the Officer, constitute disruptive conduct as defined herein. The information contained in said report shall include, if possible, the identity or identities of the alleged perpetrator(s) of the disruptive conduct and all other obtainable information including the factual basis for the disruptive conduct requested on the prescribed form. Where the police make such investigation, said police officer shall then submit the completed report to the Code Enforcement Officer. In all cases, the Code Enforcement Officer shall mail a copy of the report to the Owner or Manager upon receipt. Within ten (10) days after receipt of written notice from the Code Enforcement Officer that the condition of the premises violates a law or Borough Ordinance, or that a Tenant or guest has violated a law or Borough Ordinance on the premises, the Owner shall immediately address or remedy the violation and take steps to assure that the violation does not recur. Should any investigation hereunder require inspection of the interior or any building or structure on a premises by a

Code Enforcement Officer or their designee, the Owner or their designee shall provide such access the said building or structure upon reasonable notice.

2. Within twenty (20) days after receipt of said written notice, the Owner shall file with the Code Enforcement Officer a plan, on a form provided by the Borough, setting forth the action taken or to be taken by the Owner to address or remedy the violation and to prevent it from reoccurring.
3. The Code Enforcement Officer shall review the plan and, if, in their judgment, the plan is sufficient to satisfy the requirements of the Ordinance, they shall approve the plan and inform the Owner of such approval in writing.
4. If the plan is not approved, the Code Enforcement Officer shall so notify the Owner in writing, and also provide a reasonable timeframe of not less than seven (7) days for the submission of a revised plan. No license shall issue nor be reinstated absent an approved plan as required hereunder.
5. The Owner shall enforce the plan as approved, and failure to do so shall constitute a violation of this Ordinance.
6. In the event that three (3) violations occur within any rolling twelve-month period involving the same Tenant, the Code Enforcement Officer may direct the Owner to initiate eviction proceedings against the Tenant in accordance with the Landlord-Tenant Act and to prohibit the Tenant from occupying the premises during the subsequent licensing period.

SECTION 11. OWNERS SEVERALLY RESPONSIBLE

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 Ordinance and shall be severally subject to discipline for the violation of this Ordinance.

SECTION 12. NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS

By conducting the registration and inspection programs set forth by this Ordinance, the Borough does not warrant or guarantee the complete safety or suitability of the Residential Rental Unit. Nor does the Borough make any representation, warranty, or guaranty pursuant to this Ordinance.

SECTION 13. VIOLATIONS AND PENALTIES

1. **Violations.** It shall be a violation of this Ordinance to commit or to permit any other person to commit any of the following acts:
 - A. To lease, let, or allow the occupancy of a Residential Rental Unit without first registering the unit.

- B. To lease, let, or allow the occupancy of a Residential Rental Unit without first obtaining a Residential Rental License where required by this Ordinance.
- C. To refuse to permit inspection of a Residential Rental Unit pursuant to this Ordinance.
- D. To fail to perform the duties of an Owner, Manager, occupant, or Tenant of a Residential Rental Unit as established under this Ordinance.
- E. To provide false information on or to omit relevant information from any application for a Residential Rental Unit Registration.
- F. To fail to comply with any other provision of this Ordinance.
- G. To fail to comply with the direction of the Code Enforcement Officer who has issued a Notice of Violation or initiated enforcement proceedings as specified in this Ordinance.

2. Penalties and Remedies.

- A. Allowing occupancy of a Residential Rental Unit after a Residential Rental License has been denied, revoked, or not renewed: A fine of not less than Six Hundred Dollars (\$600.00) and up to One Thousand Dollars (\$1,000.00) per Residential Rental Unit for each month the violation exists. Each month the violation exists constitutes a separate violation.
- B. Failure to submit a Residential Rental Unit Registration Form: A fine of not less than Six Hundred Dollars (\$600.00) and up to One Thousand Dollars (\$1,000.00) per Residential Rental Unit for each month the violation exists. Each month the violation exists constitutes a separate violation.
- C. Failure to comply with the procedures to obtain a Residential Rental License: A fine of not less than Six Hundred Dollars (\$600.00) and up to One Thousand Dollars (\$1,000.00) per Residential Rental Unit for each month the violation exists. Each month the violation exists constitutes a separate violation.
- D. Any other violation of this Ordinance shall, upon a first offense, be subject to a fine of not more than One Thousand Dollars (\$1,000.00).
- E. In addition to prosecution of persons violating this Ordinance, the Code Enforcement Officer, or any duly authorized agent of the Borough, may seek all available civil, equitable or other remedies in any court of record of the Commonwealth of Pennsylvania, against any person or property, real or personal, to effectuate the provisions of this Ordinance.
- F. The provisions of this section and the provisions of this Ordinance governing revocation, suspension or non-renewal of Residential Rental Licenses shall be

independent, non-mutually exclusive, separate remedies, all of which shall be available to the Borough as may be deemed appropriate. The remedies and procedures in this section are not intended to supplant or replace, to any degree, the remedies provided to the Borough in the Property Maintenance Code, Zoning Ordinance or any other Code, law, rule or regulation.

SECTION 14. APPEALS

An appeal from any decision of the Code Enforcement Officer shall be addressed to the Borough Secretary or their agent. Such appeal shall be made in writing within ten (10) days from the date of the adverse ruling of the Code Enforcement Officer. The appeal shall state the grounds therefor and be verified by affidavit. The appeal shall be considered received when it is received by the Borough Secretary, as indicated by date stamp. The appellant and/or their representative shall have the right to appear and be heard, if such right is requested in the written appeal. The Borough Secretary shall make a decision on such appeal within thirty (30) days of receipt or hearing, whichever is later. The Borough Secretary's decision shall be in writing, and copies shall be provided to the Code Enforcement Officer and the appellant. If the Owner is aggrieved by the decision of the Borough Secretary, the Owner shall have the right to appeal the decision to Borough Council, and then to the Court of Common Pleas in accordance with the Local Agency Law and the Judicial Code, and the decision of the Borough Secretary shall so advise the Owner of this right of appeal.

SECTION 15. FEES

The fees necessary to administer all provisions of this Ordinance shall be set by the Borough Council from time to time by resolution.

SECTION 16. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The North Catasauqua Borough Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases by declared unconstitutional.

SECTION 17. CONFIDENTIALITY

The Borough shall maintain the confidentiality of all registration and contact information required under this ordinance, and shall only utilize it for the purposes of enforcement of this Ordinance. The disclosure of such information to third parties may only be made as provided for under the Right-To-Know Law or other applicable legal authority.

EXHIBIT A”

TENANT’S COVENANTS AND OBLIGATIONS

1. Tenant shall comply with all applicable Codes and Ordinances of the Borough of North Catasauqua and all applicable State laws.
2. Tenant agrees that the maximum number of persons permitted to reside within the Residential Rental Unit shall be in accordance with all applicable codes.
3. Tenant shall deposit all rubbish, garbage and other waste from the leased premises into containers provided by the owner or landlord in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with applicable ordinances, laws, and regulations.
4. Tenant shall not engage in any illegal conduct on the leased premises or permit others to engage in such conduct.
5. Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others. Tenant shall not engage in, nor tolerate, nor permit others on the leased premises to engage in, “disruptive conduct,” defined as “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, or riotous or that otherwise disturbs other persons of reasonable sensibility in the peaceful enjoyment of their property such that a report is made to police and/or to the Code Enforcement Officer complaining of such conduct, action, incident, or behavior, and a determination of disruptive conduct is made by the police and/or the Code Enforcement Officer. It shall not be necessary that such conduct, action, incident or behavior give rise to criminal charges. Provided, that no disruptive conduct shall be deemed to have occurred unless the Code Enforcement Officer or the police shall have investigated and made a determination of such occurrence and a written record thereof.”
6. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Residential Rental Unit Occupancy Ordinance of the Borough of North Catasauqua and that any violation of said Ordinance by the Tenant shall constitute a breach of the Rental Agreement to which this

Exhibit is an addendum. Upon such breach, the Landlord shall have the right and option to pursue any and all legal remedies available to them, by any source, and upon three (3) breaches of said ordinance within any rolling twelve-month period, Landlord may be directed to commence eviction proceedings pursuant to Section 10, Paragraph 6, of the Borough of North Catasauqua's Residential Rental Unit Occupancy Ordinance.

SECTION 18. REPEAL OF CONFLICTING ORDINANCES

This Ordinance repeals and replaces Ordinance 431 in its entirety, and any other existing Ordinances of the Borough of North Catasauqua or parts thereof which are inconsistent with the provisions of this Ordinance are likewise hereby repealed.

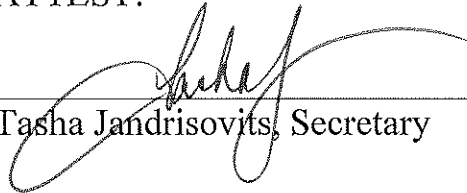
SECTION 19. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its enactment and as otherwise provided by law.

DULY ORDAINED AND ENACTED this 7th day of March, 2022, by the Borough Council in lawful session duly assembled.

ATTEST:

BOROUGH OF NORTH CATASAUQUA

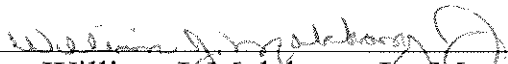


Tasha Jandrisovits, Secretary

By 

Peter Paone, President

Approved this 7th day of March, 2022.

By 

William J. Molchany, Jr., Mayor