

**BOROUGH OF WYOMISSING, BERKS COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 1372-2015**

**AN ORDINANCE OF THE BOROUGH OF WYOMISSING, BERKS COUNTY, PENNSYLVANIA, AMENDING CHAPTER 11 "HOUSING", PART 2 "RENTAL PROPERTY MAINTENANCE" TO ADD LETTER C. TO SECTION 201 ENTITLED "PERMITS REQUIRED; ISSUANCE" TO ALLOW FOR EXTENSION OF TIME OF PERMIT FOR COMPLIANT PROPERTIES, TO AMEND SECTION 203 ENTITLED "RE-INSPECTION" TO PROVIDE FOR REINSPECTION OF A PROPERTY AT WHICH CODE VIOLATIONS WERE NOTED DURING AN INSPECTION, TO AMEND SECTION 204 ENTITLED "PERMIT FEES" TO PROVIDE FOR A REINSPECTION FEE FOR LIFE AND SAFETY ISSUES AND FEE FOR FAILURE TO APPEAR FOR INSPECTION, TO RENUMBER SECTION 206 "VIOLATIONS AND PENALTIES" TO SECTION 208 ENTITLED "VIOLATIONS AND PENALTIES" AND TO ADD A NEW SECTION 206 ENTITLED "APPLICATION" TO PROVIDE THE MINIMUM REQUIREMENTS OF AN APPLICATION FOR A RENTAL PERMIT, TO ADD A NEW SECTION 207 TO BE ENTITLED "LEASE ADDENDUM" SETTING FORTH THE LANGUAGE TO BE ON AN ADDENDUM TO A LEASE ESTABLISHING THE LANDLORD AND TENANT'S DUTIES AND OBLIGATIONS AND TO ADD A PART 3 TO BE ENTITLED "DISRUPTIVE CONDUCT" PROVIDING THE BOROUGH REMEDIES UPON DETERMINATION OF DISRUPTIVE BEHAVIOR OF TENANTS OF A RENTAL PROPERTY, APPEALS OF DETERMINATIONS OF DISRUPTIVE CONDUCT, REPORTS, AND ENFORCEMENT PROCEDURES THEREFOR**

WHEREAS, the Council of the Borough of Wyomissing, Berks County, Pennsylvania ("Borough"), enacted a Rental Property Maintenance Ordinance, No. 1292 on January 13, 2009, codified in the Borough of Wyomissing Code as Chapter 11 entitled "Housing", Part 2 entitled "Rental Property Maintenance"; and

WHEREAS, Section 1202(4) of the Borough Code of Pennsylvania, 8 Pa.C.S. §1202(4), authorizes the Borough of Wyomissing to prohibit nuisances; and

WHEREAS, Section 1202(5) of the Borough Code of Pennsylvania, 8 Pa.C.S. §1202(5), authorizes the Borough of Wyomissing to enact Ordinances to protect and ensure the health, safety, cleanliness and public welfare of its residents; and

WHEREAS, Section 1202(20) of the Borough Code of Pennsylvania, 8 Pa.C.S. §1202(20), authorizes the Borough of Wyomissing to prohibit, regulate and license businesses; and

WHEREAS, Section 1203 of the Borough Code of Pennsylvania, 8 Pa.C.S. §1203, authorizes the Borough of Wyomissing to enact ordinances not inconsistent with the Constitution and laws of the Commonwealth of Pennsylvania; and

WHEREAS, the Council for the Borough of Wyomissing opines that extending the time period of a rental permit for rental property owners with a history of compliant inspections encourages compliant rental properties and prohibits nuisance properties; and

WHEREAS, the Council for the Borough of Wyomissing opines that the Code Official for the Borough shall have the authority to conduct reinspections for rental properties at which code violations were found during the course of a rental inspection; and

WHEREAS, when the Borough Code Official is required to conduct reinspection of non-compliant rental properties or to appear at a property for a scheduled rental inspection at which an owner or their designee fails to appear the Borough incurs expenses; and

WHEREAS, the Council for the Borough of Wyomissing opines that providing for fees for reinspection of non-compliant rental properties and rental property owners that fail to appear for an inspection will encourage rental properties compliance with Borough of Wyomissing Code and owners to appear for rental inspections; and

WHEREAS, the Council for the Borough of Wyomissing opines that establishing minimum requirements for an application for a rental permit including but not limited to the identification of corporate officers or partners when the property is owned by a corporation or partnership and a property manager when the owner resides more than 100 miles from the Borough, provides the Borough with contact information for resolution of issues with the rental property; and

WHEREAS, the Council for the Borough of Wyomissing opines that it is in need of remedies for disruptive behavior of tenants of a rental property; and

WHEREAS, Council for the Borough of Wyomissing desires to enact an Ordinance providing for regulation of disruptive behavior of tenant of a rental property.

NOW THEREFORE BE IT ENACTED and ORDAINED by the Council of the Borough of Wyomissing, Berks County, Pennsylvania by the authority of the same as follows:

SECTION 1. The Code of the Borough of Wyomissing, Chapter 11 entitled "Housing", Part 2 entitled "Rental Property Maintenance", Section 201 entitled "Permits Required; Issuance" is amended to add a Letter C. that shall read in its entirety as follows:

C. Where a property has had two (2) rental inspections performed and two (2) rental permit renewals over the course of four (4) years, and no code violations were observed during the inspections and no founded complaints otherwise received during the four (4) years, the rental property shall not be required to undergo an additional inspection or renew a rental permit for a period of three (3) years from the last inspection and permit renewal. Upon receipt of a complaint found to be valid or change of tenants during the extended three (3) year inspection and permit renewal term, the property shall revert back to a two (2) year inspection and permit renewal cycle.

SECTION 2. The Code of the Borough of Wyomissing, Chapter 11 entitled "Housing", Part 2 entitled "Rental Property Maintenance", Section 203 entitled "Re-inspection" is amended to read in its entirety as follows:

- A. The Code Enforcement Officer may re-inspect any property for which a permit has been issued upon receiving complaints from the tenants thereof or from third parties.
- B. Upon finding code violations in the course of an inspection, the Code Enforcement Officer may re-inspect the property to ensure correction of the code violations pursuant to the time stated in a Notice of Violation to correct the violations.

SECTION 3. The Code of the Borough of Wyomissing, Chapter 11 entitled "Housing", Part 2 entitled "Rental Property Maintenance", Section 204 entitled "Permit Fees" is amended to read in its entirety as follows:

- A. The permit fees for any permit issued under the provisions of this Part shall be as set forth from time to time by resolution of Council for the Borough of Wyomissing.
- B. A fee for performance of a re-inspection of a property found to have code violations may be charged as set forth from time to time by resolution of Council for the Borough of Wyomissing.
- C. If a Borough Code Official is required to conduct a re-inspection for life and safety issues including but not limited to lack of appropriate means of egress or lack of a single working smoke detector in a dwelling unit, the Borough may charge a fee for the performance of a re-inspection for correction of the life and safety issue in the amount of \$25.00 which amount may be amended from time to time by Resolution of Council for the Borough of Wyomissing.
- D. Unless twenty-four (24) hours prior to a scheduled rental inspection written notice is received by the Borough Code Official advising of the owner's or their designee's inability to attend a scheduled rental inspection, the Borough may charge a fee for failure of a property owner or their designee to appear for a scheduled rental inspection in the amount of \$25.00 which amount may be amended from time to time by Resolution of Council for the Borough of Wyomissing.

SECTION 4. The Code of the Borough of Wyomissing, Chapter 11 entitled "Housing", Part 2 entitled "Rental Property Maintenance", Section 206 "Violations and Penalties" is renumbered as Section 208.

All other provisions and language of Section 208 regarding Violations and Penalties shall remain unchanged.

SECTION 5. The Code of the Borough of Wyomissing, Chapter 11 entitled "Housing", Part 2 entitled "Rental Property Maintenance", is hereby amended by adding a new Section 206 to be entitled "Application" which shall read in its entirety as follows:

**§206 Application.**

Applications for a housing permit shall be made in writing or by electronic application on forms prepared and provided by the Borough of Wyomissing and shall be accompanied by payment of the applicable fee. Such forms shall require, but may not be limited to, the following information and shall be accepted and sworn to by the owner:

- (1.) The address of the premises at which the dwelling unit or rooming unit is located.
- (2.) The name, business address, date of birth, telephone numbers, (business and mobile), and driver's license or state-issued identification numbers of all of the owner(s) of any dwelling unit. If the property is owned by a corporation or partnership, a list and contact information for the corporate officers or partners shall be provided. A federal EIN (employee identification number) must be provided if the owner is a corporation, limited-liability company, or partnership.
- (3.) If the property owner resides more than 100 miles from the Borough of Wyomissing, the owner shall retain and provide the contact information of a local property manager that resides within a 50 mile radius of the Borough of Wyomissing.
- (4.) Production of a copy of the written lease with the addendum as required herein.
- (5.) Describe the intended nature of the rental property, i.e. to be rented as a single family home or unit, room with shared kitchen/bathroom access, etc.
- (6.) A completed tenant listing, providing the following information of all persons occupying the building for which the permit is sought, for all persons over the age of 18 full name, unit, apartment or floor number/designation (where applicable), and term of lease including date of entry and departure. If the owner has reason to believe that such disclosure may jeopardize the personal safety and well-being of a tenant or occupant and provides the Borough with such information and documentation to support such belief as may be reasonably required by the Borough, such disclosure shall not be required. If the unit is not rented at the time of application, the owner shall submit the tenant listing as prescribed above within 30 days of occupancy of the unit.

SECTION 6. The Code of the Borough of Wyomissing, Chapter 11 entitled "Housing", Part 2 entitled "Rental Property Maintenance" is amended to add a new Section 207 to be entitled "Rental Agreement" which shall read in its entirety as follows:

**§207 Rental Agreement.**

- A. All disclosures and information related to the Disruptive Conduct Ordinance and Borough rental regulations required to be given to occupants by the owner shall be furnished at or before the commencement of the landlord tenant relationship. The owner shall provide occupant with copies of any rental agreement and addendum upon execution.
- B. Terms and Conditions. Owner and occupant may include in a rental agreement terms and conditions not prohibited by this Ordinance or other applicable ordinances, regulations and laws, including rent, term of the agreement and other provisions governing the rights and obligations of the parties.
- C. Prohibited Provisions. Except as otherwise provided by this Ordinance, no rental agreement may provide that the occupant or owner agrees to waive or to forego rights or remedies under this Ordinance. Any provision prohibited by this subsection which is included in a rental agreement is unenforceable.
- D. Provisions of Summary of Ordinance to Occupant. Following the effective date of this Ordinance, a summary hereof in substantially the form set forth in Appendix A, shall be provided to the occupant at or before the commencement of the landlord tenant relationship. If a summary has been provided at or before the commencement of the landlord tenant relationship, a summary does not have to be provided upon renewal. Where a rental agreement has been entered into prior to the effective date of this Ordinance, the owner shall provide the occupants with a copy of the summary within sixty (60) days after enactment of this Ordinance.
- E. The owner shall secure a signed acknowledgement from occupants that the occupants have received the disclosures and information required by this Ordinance. Upon request, the owner within ten (10) days of a request shall furnish to the Borough of Wyomissing copies of the signed acknowledgement that the occupants have received the disclosures and information required by this Ordinance.

SECTION 7. The Code of the Borough of Wyomissing Chapter 11, entitled "Housing" is amended to add a new Part 3 to be entitled "Disruptive Conduct" which shall be known as the Disruptive Conduct Ordinance for the Borough of Wyomissing.

SECTION 8. The Code of the Borough of Wyomissing, Chapter 11 entitled "Housing", new Part 3 entitled "Disruptive Conduct" known as the Disruptive Conduct Ordinance for the Borough of Wyomissing shall read in its entirety as follows:

**§301 Purpose and Findings.**

As there is a greater incidence of disturbance which adversely affects the peace and quiet of the neighborhoods at rental residential properties than owner – occupied residential properties, the purpose of this Part is to protect and promote the public health, safety and welfare of the citizens of the Borough of Wyomissing and to ensure owners and occupants share responsibility to prevent and avoid nuisances for neighboring residents

**§302 Definitions.**

AGENT – an adult individual designated by the Owner of a rental unit to act on behalf of the Owner.

BUSINESS DAYS – days in which the business offices of the Borough of Wyomissing are open for public business.

BOROUGH – Borough of Wyomissing.

CODE – The Code of the Borough of Wyomissing.

CODE ENFORCEMENT OFFICER – the duly appointed Code Enforcement Official(s) having the duty to enforce this and other codes and ordinances of the Borough.

CODE OFFICIAL – Borough of Wyomissing Code Enforcement Officer.

COMMITTEE – Borough of Wyomissing Fire and Police Committee.

DISRUPTIVE CONDUCT – any form of conduct, action, incident or behavior perpetrated, caused or permitted by an occupant or guest of a rental unit that is so loud, untimely (as to hour of day) offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises including but not limited to activity which involves music or noise that is disruptive to persons occupying a different dwelling unit or which is audible from a street, sidewalk or dwelling from a minimum distance of 50 feet away from the premises where the sound is originating, is the subject of criminal citation for Disorderly Conduct or any other offense under the Pennsylvania Crimes Code or Liquor Code or causes damage to said premises such that a report is made to a police officer and/or a code official, complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or behavior constitutes a criminal offense, or that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a code official or a police officer shall

investigate and make a determination that such activity did occur, and keep written records including a disruptive conduct report, of such occurrences.

**DISRUPTIVE CONDUCT REPORT** – a written report of disruptive conduct on a form to be prescribed therefor to be completed by a police officer or a code official, as the case may be, who actually investigates an alleged incident of disruptive conduct and which shall be maintained by the Borough.

**FIRE AND POLICE COMMITTEE** – Borough of Wyomissing Fire and Police Committee.

**GUEST** – a person on the premises with the actual or implied consent of an occupant.

**LANDLORD** - one or more persons, jointly or severally, in whom is vested all or part of the legal title to the premises or all or part of the beneficial ownership and a right to the present use and enjoyment of the premises, including a mortgage holder in possession of a rental unit. Also see Owner.

**LANDLORD and TENANT ACT** – the Landlord and Tenant Act of 1951, as amended, 68 PS §250.101 et seq.

**LEASE – RENTAL AGREEMENT** – a written agreement between owner/landlord and occupant/tenant supplemented by the addendum required herein embodying the terms and conditions concerning the use and occupancy of a specified residential rental unit or premises. Also see Rental Agreement.

**OCCUPANT** – an individual who resides in a rental unit whom has legal relationship with the owner / landlord established by lease or the laws of the Commonwealth of Pennsylvania.

**OWNER** - one or more persons, jointly or severally, in whom is vested all or part of the legal title to the premises or all or part of the beneficial ownership and a right to the present use and enjoyment of the premises, including a mortgage holder in possession of a rental unit. Also see Landlord.

**PERSON** – a natural person, partnership, corporation, unincorporated association, limited partnership, trust or any other entity.

**POLICE** – sworn law enforcement officer of the Police Department of the Borough 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 elements, on which one or more rental units is located.

**RENT** – compensation for providing a shelter or lodging for habitation by humans to

reside, monetary or non-monetary.

RENTAL AGREEMENT – a written agreement between owner/landlord and occupant/tenant supplemented by the addendum required herein embodying the terms and conditions concerning the use and occupancy of a specified residential rental unit or premises. Also see Lease.

RENTAL UNIT – any structure or portion of a structure within the Borough which is occupied by someone other than the owner of the real estate and which is not exempted from this Chapter, including but not limited to dormitories, and for which the owner receives any value, including but not limited to money, or the exchange of goods or services.

RENTAL PERMIT – the permit issued to the Owner of a rental unit under this Chapter for lawful rental and occupancy of a rental unit.

TENANT - an individual who resides in a rental unit whom has a legal relationship with the owner / landlord established by lease or the laws of the Commonwealth of Pennsylvania. Also see Occupant.

TWELVE MONTH PERIOD – for purposes of this Part, 12 month period shall be calculated by counting 12 months back from the most recent disruptive conduct report.

### **§303 Owner and Occupant Duties.**

1. Owner's Duties. Owner shall assure that the conduct and activities of the occupants of every rental unit owned by such owner is in compliance with this Code, the Code of the Borough of Wyomissing, the Lease Agreement and Appendix thereto and applicable provisions of the laws of the Commonwealth of Pennsylvania and in so doing minimizing disruptive conduct by taking appropriate contractual and enforcement action to cause the conduct and activities of the occupants to comply with their duties set forth herein. And when any common areas are being used by any occupants, owner shall be directly responsible for the behavior of occupants and guests in such common areas of the premises.
2. Occupant Duties. Occupant shall comply with all obligations imposed upon occupants by this Code, the Code of the Borough of Wyomissing and all applicable provisions of the laws of the Commonwealth of Pennsylvania, the Lease Agreement and Appendix thereto and shall conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises or adjacent or nearby dwellings or premises and shall not permit others on the premises to act in such a manner as to violate any occupant duties.

## **§304 Disruptive Conduct.**

### **1. Investigation and Report of Disruptive Conduct.**

Police officers or code officials shall investigate alleged incidents of disruptive conduct. They shall complete a Disruptive Conduct Report upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said report shall include, if possible, the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct. A copy of the Disruptive Conduct Report shall be given or mailed to the occupant and mailed to the owner within ten (10) business days of the occurrence of the alleged disruptive conduct.

### **2. Report Against All Occupants.**

The content of the disruptive conduct report shall count against all occupants of the rental unit. The content of the disruptive conduct report shall not count against an occupant if the complaint is initiated by that occupant of the rental unit. More than one Disruptive Conduct Report filed against the occupants of a rental unit in a 24-hour period shall count as a single disruptive conduct report for the purpose of this Part. Any disruptive conduct occurring as a result of a person being present on the property in violation of a court order including, but not limited to, a protection from abuse order, or in violation of the Crimes Codes of Pennsylvania, or whose presence results in issuance of a court order, including, but not limited to, a protection from abuse order being obtained, and upon submission of documentary proof thereof, such activity shall not count as Disruptive Conduct against the property.

### **3. Eviction.**

After three (3) disruptive conduct incidents in any 12 month period by an occupant documented by Disruptive Conduct Reports, the owner shall have ten (10) workdays from the date of service of a written notice to the owner to begin eviction proceedings against the occupant(s) and pursue the same through any appeal to the Berks County Court of Common Pleas. This subsection is not intended to limit or inhibit the owner's right to initiate an eviction action. Moving of tenants from one property or dwelling owned by landlord to another property or dwelling owned by the same landlord shall not be considered eviction.

4. Maintenance of List of Disruptive Conduct Report for Tenants and Occupants and Evicted Occupants.

The Code Enforcement Official shall maintain a list of the names of all occupants and tenants against whom a Disruptive Conduct Report is issued and the outcome thereof. The Code Enforcement Official shall also maintain a list of all occupants and tenants evicted as a result hereof. The names shall remain on the list for a period of five (5) years.

### **§305 Suspension, Revocation and Reinstatement of Rental Permit.**

1. Suspension or Revocation of Rental Permit.

Failure of an owner to take action required herein will result in commencement of the process to suspend a Rental Permit as set forth herein.

2. Reinstatement of Rental Permit.

The rental unit involved shall not have its Rental Permit reinstated until the applicable reinstatement fee is paid and the disruptive occupants have been evicted, or the appeals board has ruled in the occupant's favor, or the appeals board has ruled in the owner's favor but not ordered eviction of the occupant(s), or the occupants have filed an appeal to a higher court preventing their eviction.

### **§306 Appeals.**

1. Right to Appeal. The occupant(s) and/or owner may appeal the contents of a Disruptive Conduct Report to the Fire and Police Committee. Additionally, any person aggrieved by the suspension, nonrenewal, denial or revocation of a Rental Permit as a result of a Disruptive Conduct Report may appeal. All appeals shall be filed in writing with the Code Enforcement Official with the appropriate filing fee per the Borough fee schedule within ten (10) business days of service of the Disruptive Conduct Report or notice of suspension, nonrenewal, denial or revocation of a Rental Permit.
2. Powers of Fire and Police Committee on Appeals of Disruptive Conduct Reports.

In hearing appeals of Disruptive Conduct Reports, the Fire and Police Committee shall have the following powers:

- a. To hear and decide appeals where it is alleged that there is an error in a decision or determination by a police officer or code official in the enforcement of this Part. The hearing shall be conducted pursuant to the procedures set forth in the Local Agency Law, 2 Pa. C.S. Section 101 et.seq.

- b. To modify any order and to authorize a variance from the terms of this Part when because of special circumstances, undue hardship would result from literal enforcement and where such a variance substantially complies with the spirit and intent of this Ordinance.
- c. To grant a reasonable extension of time for the compliance of any Order issued by the code official where there is a demonstrated case of hardship and evidence of a bona fide intent to comply within a reasonable time period.

In exercising the above mentioned powers, the Committee shall act with reasonable promptness and seek to prevent unwarranted delays prejudicial to the party involved and to the public interest; provided, however, that the Committee shall file its decision within fifteen (15) business days after the appeal hearing.

The Committee shall have the power to administer oaths and issue subpoenas to compel the attendance of witnesses and the production of relevant documents and papers, including witnesses and documents requested by parties.

The Committee may reverse or affirm wholly or partly, or may modify, the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as justice would require, and to that end, however, the Committee in its determination, shall be bound by this Part and shall not ignore the clear provisions and intent of this Part.

### 3. Effect of Appeals.

Any decision or order issued under, per and in accord with this Part shall be held in abeyance upon the timely filing of an appeal thereof with the Fire and Police Committee. Said abeyance shall include, but not be limited to, revocation, suspension, denial or non-renewal of a Rental Permit until the appeal is resolved. An appeal of a disruptive conduct report that would result in eviction as required herein shall stay the requirement for commencement of eviction proceedings against the occupants until the appeal is resolved, if the eviction proceedings were a direct result of a disruptive conduct report.

### 4. Enforcement upon Resolution of Appeal to Fire and Police Committee.

If the appeal of a disruptive conduct report and the decision of the police officer or code official is affirmed, within ten (10) business days or time for compliance as required by a decision of the Fire and Police Committee, the Borough shall inspect to determine compliance including whether the occupant(s) has voluntarily moved from the premises or the owner has initiated eviction proceedings. If, when required, the occupant has not voluntarily moved or the

owner has not initiated eviction proceedings, and the time for compliance as required by the decision of the Committee has expired, the Borough shall institute revocation of the Rental Permit pursuant to the provisions herein.

5. Appeal to the Court of Common Pleas.

Any owner or occupant aggrieved by any decision of the Fire and Police Committee may appeal to the Court of Common Pleas of Berks County. Such appeal shall be in accord with Local Agency Law, 2 Pa. C.S. Section 101 et.seq. An appeal shall be filed with the Court of Common Pleas within thirty (30) days after the date of the Decision of the Committee. Notice of appeal shall be filed upon all parties to the appeal before the Committee, including the Committee, and the Borough. An appeal of a decision of the Committee shall not automatically stay enforcement of the Committee's Decision.

**§307 Share Information.**

The Borough's Departments and Divisions are authorized to share information obtained under this Part.

**§308 Regulations.**

The Borough shall have the authority to create Regulations determined to be necessary or appropriate for implementation and administration of this Part, provided they are consistent with the intent of this Ordinance, subject to review and approval of Borough Council.

**§309 Enforcement, Violations and Penalties, and Remedies.**

This Part shall be enforced by the Code Enforcement Officer and Police Department of the Borough.

Any owner that violates the provisions of this Part shall have the Rental Permit for the subject premises suspended or revoked as determined by the Fire and Police Committee.

Nothing in this Part shall prohibit the Borough from taking requisite legal and/or equitable action to prohibit violations or enforce provisions of this Part or as otherwise provided for in Borough Ordinances and laws of the Commonwealth of Pennsylvania.

**SECTION 9. Repeal of Ordinances.**

Any ordinance or part of ordinances conflicting with the provisions of this Ordinance is hereby repealed insofar as they are inconsistent with this Ordinance's provision.

## SECTION 10. Severability.

If any article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase or word in this Ordinance, is, for any reason declared to be illegal, unconstitutional or invalid, by any Court of competent jurisdiction, this decision shall not affect or impair the validity of the Ordinance as a whole, or any other article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase, word, or remaining portion of the within Ordinance. The Borough Council of the Borough of Wyomissing, Pennsylvania, hereby declares that it would have adopted the within Ordinance and each article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase and word thereof, irrespective of the limitations, restrictions, sentences, clauses, phrases, or word that may be declared illegal, unconstitutional or invalid.

## SECTION 11. Effective Date.

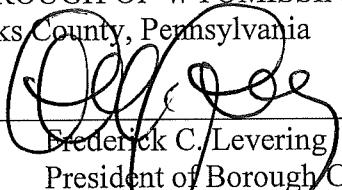
The effective date of the within amendments shall be immediately upon their enactment and approval by the Mayor.

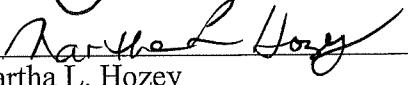
## SECTION 12. Code of Ordinances.

The Code of Ordinances, as amended, of the Borough of Wyomissing, Berks County, Pennsylvania shall be and remain unchanged and in full force and effect except as amended, supplemented, and modified by this Ordinance. This Ordinance shall become a part of the Code of Ordinances upon adoption.

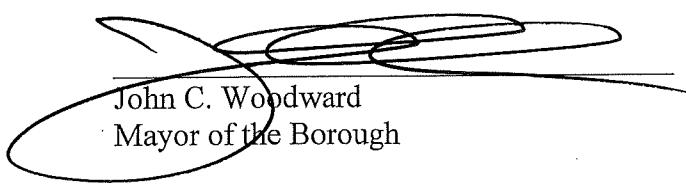
DULY ORDAINED and ENACTED as an Ordinance this 8/1 day of Sept., 2015.

BOROUGH OF WYOMISSING  
Berks County, Pennsylvania

By:   
Frederick C. Levering  
President of Borough Council

Attest:   
Martha L. Hozey  
Secretary of the Borough

APPROVED this 8/1 day of Sept., 2015.

  
John C. Woodward  
Mayor of the Borough

CERTIFICATE OF ENACTMENT

I hereby certify that the foregoing is a true and accurate copy of Ordinance No. 1372-2015 adopted by the Borough Council of the Borough of Wyomissing, Berks County, Pennsylvania at a regular meeting held on Sept 8, 2015, pursuant to notice as required by law.

Martha L. Hozey  
Martha L. Hozey  
Secretary of the Borough of Wyomissing

## **APPENDIX A** **ADDENDUM TO RENTAL AGREEMENT**

This Addendum to Rental Agreement is made this day of \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, and is incorporated into and shall be deemed and amend and supplement the Rental Agreement made by the undersigned Tenant and Landlord, their heirs, successors and assigns, dated \_\_\_\_\_. The Rental Agreement and this Addendum pertain to the premises described in said agreement and located at \_\_\_\_\_.

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This Addendum is required by the Rental Property Maintenance Ordinance of the Borough of Wyomissing.

### **ADDITIONAL COVENANTS AND OBLIGATIONS**

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

#### **A. Landlord's Covenants and Obligations:**

1. Landlord shall keep and maintain the leased premises in compliance with all applicable Codes and Ordinances of the Borough of Wyomissing and all applicable State laws and shall keep the leased premises in good and safe condition.
  
2. The Landlord shall be responsible for regularly performing all routine maintenance, including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the leased premises, except for any specific tasks which the parties hereby agree shall be delegated to the Tenant and which are identified as follows

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3. The Landlord shall promptly respond to reasonable complaints and inquiries from the Tenant.
  
4. The Landlord shall comply with all applicable provisions of the Landlord/Tenant Act of the Commonwealth of Pennsylvania.

#### **B. Tenant's Covenants and Obligations:**

1. Tenant shall comply with all applicable Codes and Ordinances of the Borough of Wyomissing and all applicable State laws.
  
2. Tenant agrees that the maximum number of persons permitted within the regulated rental unit at any time and the maximum number of persons permitted within the common areas of the

leased premises at any time shall be in accordance with the habitability requirements and occupancy limits provided for in the International Building Code as adopted by the Borough of Wyomissing, International Existing Building Code as adopted by the Borough of Wyomissing, International Fire Code as adopted by the Borough of Wyomissing, International Residential Code as adopted by the Borough of Wyomissing, Borough of Wyomissing Property Maintenance Code, and Borough of Wyomissing Zoning Ordinance.

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

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

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

6. Tenant shall not engage in, nor tolerate nor permit others on the leased premises to engage in "disruptive conduct," which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by an occupant or guest of a rental unit that is so loud, untimely (as to hour of day) offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises including but not limited to activity which involves music or noise that is disruptive to persons occupying a different dwelling unit or audible from a street, sidewalk or dwelling from a minimum distance of 50 feet away from the premises where the sound is originating, and the activity which is the subject of criminal citation for Disorderly Conduct or which is an offense under the Pennsylvania Crimes Code or Liquor Code or which causes damage to said premises such that a report is made to a police officer and/or a code official, complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or behavior constitutes a criminal offense, or that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a code official or a police officer shall investigate and make a determination that such activity did occur, and shall have kept written records including a disruptive conduct report, of such occurrences."

7. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Codified Ordinances of the Borough of Wyomissing including, but not limited to, the Housing Ordinance/Code, the Health Code, the Property Maintenance Code and the Solid Waste and Recycling Ordinances, and that the issuance by a Code Enforcement Officer or Police Officer of the Borough of Wyomissing of three disruptive conduct reports in any 12-month period relating to the leased premises shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, Landlord shall have the right and option to pursue any and all of the following remedies:

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

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

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Landlord

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Tenant

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Landlord

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Tenant

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Landlord

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Tenant