

**CHAPTER 11**

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**PART 1**

**PROPERTY MAINTENANCE CODE**

**§101. Adoption of Property Maintenance Code.**

The Borough of Wyomissing hereby adopts, for the purpose of establishing rules and regulations for the maintenance of all structures, including administration, enforcement and penalties, the property maintenance code known as the “ 2018 International Property Maintenance Code”, as published by the International Code Council, Inc., save and except such portions as are deleted, modified or amended by Ordinance, incorporated as fully as if set out at length herein, as the Property Maintenance Code of the Borough of Wyomissing. Three copies of the 2018 International Property Maintenance have been and are now filed in the office of the Borough Secretary. From the date on which this Part shall take effect, the provisions thereof shall be controlling in the maintenance of all structures, and in all other subjects therein contained, within the corporate limits of the Borough.

(Ord. 1248, 7/13/2004, §1; as amended by Ord. 1270, 4/10/07, §1; as amended by Ord. 1304, 5/10/2010, §1; as restated in Ord. 1394, 7/10/2018, §1)

**§102. Amendments Made in Property Maintenance Code.**

The Property Maintenance Code hereby adopted is amended as follows:

A. Section 101.1, “Title,” is amended to read:

**101.1. Title.** These regulations shall be known as the Property Maintenance Code of Borough of Wyomissing, hereinafter referred to as “this Code.”

B. Section 106.4, “Violation Penalties,” is amended to read as follows:

**106.4. Violation Penalties.** Any person who shall violate a provision of this Code shall be, upon conviction, sentenced to a fine of not more than \$1,000 plus costs and, in default of payment of said fine and cost, to a term of imprisonment not to exceed 30 days. Each day that a violation continues after due notice has been served shall be deemed as separate offense.

B-1. Section 107.3, “Method of Service” is amended to read as follow:

**107.3. Method of Service.**

1. Delivered personally be hand delivery or
2. Sent by certified or first-class mail addressed to the last known address and/or posted at a conspicuous place on the property. [Ord. 1394]

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- C. Section 111.2, "Membership of the Board," is amended to read as follows:

**111.2. Membership of Board.** The Board of Appeals shall consist of the "Infrastructure Committee of the Borough of Wyomissing" formed pursuant to Chapter 1, Part 3E of the Code of Ordinances of the Borough of Wyomissing, Berks County, Pennsylvania.

- D. Section 111.2.1, "Alternate Members," is repealed.
- E. Section 111.2.2, "Chairman," is repealed.
- F. Section 111.2.4, "Secretary," is repealed.
- G. Section 111.2.5, "Compensation of Members," is repealed.
- H. Section 111.5, "Postponed Hearing," is repealed.
- I. Section 111.6, "Board Decision," is amended to read:

**111.6. Board Decision.** The Board shall modify or reverse the decision of the Code Official by a majority vote of the members present.

- J. Section 302.4 "Weeds and Grass" is amended to read as follows:

**302.4 Weeds and Grass.** All premises and exterior property, including planting strips between the sidewalk and street surface or curb, shall be maintained free from weeds or other plant growth including but not limited to, grass in excess of 10 inches. All plant material which blocks visibility or access to any fire hydrant or any other fire department connections, equipment or controls shall be removed. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided, however, this item shall not include cultivated flowers and gardens.

"Weeds" as used in this Part means and includes any Canada thistle, cichorium, intybus, Russian thistle, wild lettuce, wild mustard, wild parsley, ragweed, milkweed or any other plant or vegetable whatsoever, not edible or planted for a useful or ornamental purpose.

Every person owning or occupying any property in the Borough, upon which any grass or weeds shall grow, shall not throw, place or deposit grass or weeds for disposal in Borough streets, alleys or on the property of another.

Upon failure of the owner or agent having charge of a property to cut and/or destroy weeds and/or grass or to dispose of weeds and grass in violation of this subsection, after service of a notice of violation, such owner or agent shall be subject to prosecution in accordance with Section 106.3. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in viola-

tion and cut and destroy the weeds and/or grass growing thereon, and the costs of such removal, plus 10% penalty shall be paid by the owner or agent responsible for the property. Notice pursuant to this subsection shall be given by personal service, United States mail, first class postage, or by posting a notice of the violation at a conspicuous location on the premises where the violation is occurring. Any property owner failing to make payment within the time allotted as stated on the bill shall be delinquent. All delinquent bills for the Borough's cutting of grass and weeds shall be collected by the Borough in such manner as authorized by laws, including suit in assumpsit and/or the filing of a municipal claim or lien in the office of the Prothonotary of Berks County. Filing of said actions shall be in accordance with the Municipal Claims and Tax Liens Act of 1923, May 16, P.L. 207 as amended (53 P.S. 7101 et seq, 53 P.S. 7143) with the accrual of interest calculated at the rate of ten percent (10%) per annum from thirty (30) days after the date of the bill until the bill is paid and recovery of all charges, costs, expenses and attorneys fees incurred in the recovery of the account. [Ord. 1323]

K. Section 302.8, "Motor Vehicles," is amended to read as follows:

**302.8. Motor Vehicles.** Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. Motorized vehicles shall not be parked on dirt or grass covered surface. No more than three non-motorized vehicles may be kept on any residential property and no more than one non-motorized vehicle may be parked on a dirt or grass covered surface; provided, however, that a vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

L. Section 304.3, "Premises Identification," is amended to read as follows:

**304.3. Premises Identification.** Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of four inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Numbers shall be positioned at least 36 inches from grade and shall be clear from all vegetation and/or seasonal decorations. If the premise identification numerals are not parallel to the street, the numerals must be visible from both directions of travel, to include one-way streets.

M. Section 304.14, "Insect Screens," is amended by inserting "April 1st" in the first area designated as "{DATE}" and "October 1st" in the second area designated as "{DATE}."

N. Section 308.3, "Disposal of Rubbish and Garbage" is amended to read as follows:

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**308.3. Disposal of Rubbish.** Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers. No more than two containers, per resident, for the storage of recyclable materials shall be permitted for each residential location. There is no limit for yard waste bags. Bulk refuse, including, but not limited to, appliances, upholstered or other indoor furniture, and tires shall not be placed outside of a structure prior to noon on the day before collection is scheduled to occur, and then, only for the purpose of proper disposal. Dumpsters placed for bulk residential or construction waste shall not be placed on any property for more than 10 days, or the duration of an active, permit-approved construction project. [Ord. 1304] [Ord. 1394]

- O. Section 602.3, "Heat Supply," is amended by inserting "September 15th" in the first area designated as "{DATE}" and "May 15th" in the second area designated as "{DATE}."
- P. Section 602.4, "Work Space," is amended by inserting "September 15th" in the first area designated as "{DATE}" and "May 15th" in the second area designated as "{DATE}."

(Ord. 1248, 7/13/2004, §1; as amended by Ord. 1270, 4/10/07, §1; as amended by Ord. 1304, 5/10/2010, §2; as amended by Ord. 1323, 12/13/2011, §1; as amended by Ord. 1394, 7/10/2018, §2, §3, and §4)

### **§103. State Law and Regulations.**

In all matters that are regulated by the law of the Commonwealth of Pennsylvania or by regulations of departments or agencies of the Commonwealth promulgated by authority of law, such laws or regulations, or other ordinances of the Borough, as the case may be, shall control where the requirements thereof are the same as or in excess of the provisions of this Part. The code shall control in all cases where the State requirements, or the requirements of other ordinances of this Borough, are not as strict as those contained in this Part.

(Ord. 1248, 7/13/2004, §1; as amended by Ord. 1270, 4/10/07, §1)

### **§104. Provisions to be Continuation of Existing Regulations.**

The provisions of this Part so far as they are the same as those of ordinances and/or codes in force immediately prior to the enactment of this Part, are intended as a continuation of such ordinances and codes and not as new enactments. The provisions of this Part shall not affect any act done or liability incurred, nor shall they affect any suit or prosecution pending or to be instituted to enforce any right or penalty or to punish any offense under the authority of any of the repealed ordinances.

(Ord. 1248, 7/13/2004, §1; as amended by Ord. 1270, 4/10/07, §1)

**PART 2**

**RENTAL PROPERTY MAINTENANCE**

**§201. Permits Required; Issuance.**

- A. No person, firm or corporation shall lease to another for occupancy any dwelling unless he, she or it shall first apply for and obtain a permit issued by the Code Enforcement Officer. Once obtained, the rental permit must be renewed every two (2) years.
- B. Rental permits shall be issued according to the inspection schedule of the Code Enforcement Officer. Upon expiration of any rental permit, a new permit shall be required for the further period of two (2) years.
- 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. [Ord. 1372]

(Ord. 1292, 1/13/2009, §1; as amended by Ord. 1372, 9/8/2015, §1)

**§202. Termination of Permit Upon Transfer of Ownership.**

Any permit issued under the provisions of this Part, shall terminate upon the transfer of ownership of the property, and the new owner or owners shall apply for a renewal of the permit within seven (7) days of property settlement.

(Ord. 1292, 1/13/2009, §1)

**§203. Re-inspection.**

- 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.

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(Ord. 1292, 1/13/2009, §1; as amended by Ord. 1372, 9/8/2015, §2)

### **§204. Permit Fees.**

- 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.

(Ord. 1292, 1/13/2009, §1; as amended by Ord. 1372, 9/8/2015, §3)

### **§205. Minimum Standards.**

The Code of Ordinances of the Borough of Wyomissing, Berks County, Pennsylvania, Chapter 11, "Housing", Part 1, shall be the minimum standards required for approval of a rental permit upon inspection by the Code Enforcement Officer.

(Ord. 1292, 1/13/2009, §1)

### **§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:



- A. The address of the premises at which the dwelling unit or rooming unit is located.
- B. 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.
- C. 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.
- D. Production of a copy of the written lease with the addendum as required herein.
- E. 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.
- F. 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.

(Ord. 1372, 9/8/2015, §5)

**§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

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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.

(Ord. 1372, 9/8/2015, §6)

### **§208. Violations and Penalties.**

- A. Failure to apply for a rental permit shall constitute an offense under this Part and the Code Enforcement Officer may file a summary citation with the district justice and, upon conviction thereof, the owners may be subject to a fine of not more than \$600 plus all court costs, including reasonable attorney fees, incurred by the Borough as a result thereof. No judgment shall be imposed, levied or be payable until the date of the determination of a violation by the district justice. If the defendant neither pays nor timely appeals the judgment, the Borough may enforce the judgment pursuant to the applicable rules of civil procedure.
- B. Failure to meet the minimum standards for permit issuance after the Code Enforcement Officer has inspected a property two (2) times shall constitute an offense under this Part and the Code Enforcement Officer may file a summary citation with the district justice and, upon conviction thereof, the owners may be subject to a fine of not more than \$600 plus all court costs, including reasonable attorney fees, incurred by the Borough as a result thereof. No judgment shall be imposed, levied or be payable until the date of the determination of a violation by the district justice. If the defendant neither pays nor timely appeals the judgment, the Borough may enforce the judgment pursuant to the applicable rules of civil procedure.
- C. Each day that a violation continues shall constitute a separate violation, unless the district justice determines that there was a good faith basis for the person, partnership or corporation violating this Part to have believed that there was no such violation, in which event there shall be deemed to have been only one such

violation until the fifth day following the date of the determination of a violation by the district justice and thereafter each day that a violation continues shall constitute a separate violation.

- D. All judgments, costs and reasonable attorney fees collected for the violation of this Part shall be paid over to the Borough.

(Ord. 1292, 1/13/2009, §1; as amended by renumbering from 206 to 208 by Ord. 1372, 9/8/2015, §4)

**PART 3**

**DISRUPTIVE CONDUCT**

**§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

(Ord. 1372, 9/8/2015, §8)

**§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 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.

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**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.

(Ord. 1372, 9/8/2015, §8)

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

- A. **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.
- B. **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.

(Ord. 1372, 9/8/2015, §8)

**§304. Disruptive Conduct.**

A. 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.

B. 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.

C. 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) working days 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.

D. 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.

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(Ord. 1372, 9/8/2015, §8)

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

#### A. 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.

#### B. 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.

(Ord. 1372, 9/8/2015, §8)

### **§306. Appeals.**

A. 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.

#### B. 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:

1. 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.
2. 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.



3. 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.

C. 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.

D. 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.

E. 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 ap-

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peal 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.

(Ord. 1372, 9/8/2015, §8)

### **§307. Share Information.**

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

(Ord. 1372, 9/8/2015, §8)

### **§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.

(Ord. 1372, 9/8/2015, §8)

### **§309. Enforcement, Violations, 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.

(Ord. 1372, 9/8/2015, §8)

**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 to 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 \_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

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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.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant