

ORDINANCE #360

**BOROUGH OF MINERSVILLE
Schuylkill County, Pennsylvania**

REPEALING ORDINANCES 301; ESTABLISHING A REGISTRATION PROGRAM FOR RESIDENTIAL RENTAL PROPERTIES; REQUIRING ALL OWNERS OF RESIDENTIAL RENTAL PROPERTIES TO DESIGNATE AN AGENT FOR SERVICE OF PROCESS; AND PRESCRIBING DUTIES OF OWNERS, AGENTS AND OCCUPANTS; DIRECTING THE DESIGNATION OF AGENTS; REQUIRING ALL RESIDENTIAL RENTAL UNITS BE INSPECTED PRIOR TO OCCUPANCY; ESTABLISHING FEES FOR THE COSTS ASSOCIATED WITH THE REGISTRATION AND INSPECTIONS OF A RESIDENTIAL RENTAL PROPERTY; AND PRESCRIBING PENALTIES FOR VIOLATIONS; KNOWN AS THE *RESIDENTIAL RENTAL ORDINANCE*

BE IT ENACTED AND ORDAINED by the Borough of Minersville, Schuylkill County, Pennsylvania and it is hereby enacted and ordained as follows:

SECTION 1. DEFINITIONS AND INTERPRETATION. The following words, when used in this ordinance, shall have the meanings ascribed to them in this section, except in those instances where the context clearly indicates otherwise. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number, words in the singular shall include the plural, and words in the masculine shall include the feminine and the neuter.

- a. **AGENT** – Individual of legal majority who has been designated by the Owner, as the agent of the Owner of the Property under the provisions of this Ordinance.
- b. **BOROUGH-** Borough of Minersville
- c. **BOROUGH CODE** – The Property Maintenance Code officially adopted by the governing body of the Borough, or other such codes officially designated by the governing body of the Borough for the regulation of construction, alteration, addition, repair, removal, demolition, location, occupancy and maintenance of buildings and structures.
- d. **OFFICE** – The Office of Code Enforcement for the Borough of Minersville.
- e. **DWELLING UNIT** – A single habitable unit, providing living facilities for one or more persons, including permanent space for living, sleeping, eating, cooking and bathing and sanitation, whether furnished or unfurnished. There may be more than one Dwelling Unit on Premises.

- f. **DORMITORY** – a residence hall offered as student or faculty housing to accommodate a college or university, providing living or sleeping rooms for individuals or groups of individuals, with or without cooking facilities and with or without private baths.
- g. **INSPECTOR** – any person authorized by Law or Ordinance to inspect buildings or systems, e.g. zoning, housing, plumbing, electrical systems, heat systems, mechanical systems and health necessary to operate or use buildings within the Borough of Minersville. An Inspector would include those identified in Section 8 – Enforcement.
- h. **FIRE DEPARTMENT** – The Fire Departments of the Borough of Minersville or any member thereof, and includes the Fire Chief or his designee.
- i. **HOTEL**- A building or part of a building in which living and sleeping accommodations are used primarily for transient occupancy, may be rented on a daily basis, and desk service is provided, in addition to one or more of the following services: maid, telephone, bellhop service, or the furnishing or laundering of linens.
- j. **LET FOR OCCUPANCY** – To permit, provide or offer, for consideration, possession or occupancy of a building, dwelling unit, rooming unit, premise or structure by a person who is not the legal owner of record; or the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property to a court of competent jurisdiction
- k. **MOTEL** – A building or group of buildings which contain living and sleeping accommodations used primarily for transient occupancy, may be rented on a daily basis, and desk service is provided, and has individual entrances from outside the building to serve each such living or sleeping unit.
- l. **OCCUPANT** – Any person who resides at a Premises and does not have a legal interest in the property as recorded in the official records of the state, county, or municipality as holding title to the property; or the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property to a court of competent jurisdiction.
- m. **OWNER** – Any Person having a legal interest in the property; is recorded in the official records of the state, county, or municipality as holding title to the property; or the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property to a court of competent jurisdiction.
- n. **OWNER - OCCUPANT** – An Owner who resides in a Dwelling Unit on a regular permanent basis, or who otherwise occupies a non-residential portion of the Premises on a regular permanent basis.
- o. **PERSON** – Any person, partnership, firm, association, corporation, or municipal authority or any other group acting as a single unit.

- p. **POLICE DEPARTMENT** – The Police Department of the Borough of Minersville or any member thereof sworn to enforce laws and ordinances in the Borough of Minersville, and includes the Chief of Police or his designee.
- q. **PREMISES** – any parcel of real property in the Borough of Minersville, including the land and all buildings and structures in which one or more Residential Rental Units are located.
- r. **RESIDENTIAL RENTAL UNIT** – A Dwelling Unit or Rooming Unit which is Let for Occupancy, is not occupied by an Owner; and is occupied by one or more Occupants.
- s. **ROOMING UNIT** – Any room or groups of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

SECTION 2. APPOINTMENT OF AN AGENT AND/OR MANAGER

Each Owner who is not an Owner-occupant, or who does not reside in the Borough of Minersville or within a fifty-five (55) mile radius of the Borough limits, shall appoint an Agent who shall reside in the Borough or within a fifty-five (55) mile radius of the Borough limits.

SECTION 3. DUTIES OF THE OWNER AND/OR AGENT

- A. The Owner has the duty to maintain the Premises in good repair, clean and sanitary condition, and to maintain the Premises in compliance with the current Codes, Building Codes and Zoning Ordinance of the Borough of Minersville. The Owner may delegate implementation of these responsibilities to an Agent.
- B. The duties of the Owner and/or Agent shall be to receive notices and correspondence, including service of process, from the Borough of Minersville; to arrange for the inspection of the Residential Rental Units; do or arrange for the performance of maintenance, cleaning, repair, pest control, snow and ice removal, and ensure continued compliance of the Premises with the current Codes, Borough Codes and Zoning Ordinance in effect in the Borough of Minersville, as well as arrange for garbage removal.
- C. The name, address and telephone number of the Owner and Agent, if applicable, shall be reported to the Office in writing upon registering the Residential Rental Units.
- D. No Dwelling Unit shall be occupied, knowingly by the Owner or Agent, by a number of persons that is in excess of the requirements outlined in the 2018 International Property Maintenance Code, Section 404, Occupancy Limitations, Sub-Section 5, Overcrowding, or any update thereof, a copy of which is appended hereto and made a part hereof.

SECTION 4: RENTAL REGISTRATION AND LICENSE REQUIREMENTS

- A. No Owner shall hereafter allow to be occupied, advertise for occupancy, solicit Occupants for, or let to another person for occupancy any Residential Rental Unit within the Borough for which an application for license has not been made and filed with the Office and for which there is not an effective license. Initial application and renewal shall be made upon forms furnished by the Office for such purpose and shall specifically require the following minimum information:
- a. Name, mailing address, street address and phone number of the Owner, and if the Owner is not a natural person, the name, address and phone number of a designated representative of the Owner.
 - b. Name, mailing address, street address and phone number of the Agent of the Owner, if applicable.
 - c. The street address of the Premises being registered.
 - d. The number and types of units within the Premises (Dwelling Units or Rooming Units)

The Owner or Agent shall notify the Office of any changes of the above information within five (5) days of such change.

- B. The initial application for registration and licensing shall be made by personally filing an application by the Owner or Agent. Thereafter, any new applicant shall file an application before the Premises is let for occupancy, or within thirty (30) days of becoming an Owner or a currently registered Premises. One application per Premises is required, as each Premises will receive its own license.
- C. Upon receipt of the initial application or any renewal thereof and the payment of applicable fees as set forth in Section 10 below, the Code Enforcement Office shall issue a Rental Registration license to the Owner within thirty (30) days of receipt of payment.
- D. Each new license issued hereunder, and each renewal license, shall expire on December 31st of each year. The Code Enforcement Office shall mail license renewal applications to Owner or designated Agent on or before December 1st of each year. Renewal applications and fees may be returned by mail or in person to the Code Enforcement Office. A renewal license will not be issued unless the application and appropriate fee has been remitted. All applications for each renewal license must be received by the Borough on or before January 31st.
- E. Any Owner or Agent who transfers legal title to and/or operational control over any building and/or residential rental unit, requiring a license shall give notice of such transfer, in writing to the Borough within five business days after having transferred ownership of and/or operational control over such building and/or residential rental unit.

- F. No residential rental unit shall be occupied by other than the owner thereof unless a registration license has been obtained and a certificate of compliance, as required by the provisions of this article, is displayed at the structure in which the residential rental unit is located.

SECTION 5: INSPECTIONS

- A. Each Residential Rental Unit shall be inspected by the Inspector at least one time in every twenty-four (24) month period, and for such purpose and for any re-inspection required hereunder, the Owner shall provide access to Minersville Borough Inspectors as listed in Section 11 of this ordinance.
1. As for any residential rental unit unoccupied or occupied by the owner on or after the effective date hereof, a certificate of compliance shall be issued and displayed prior to occupancy of such residential rental unit by anyone other than the owner and subsequent inspections shall occur as set forth in this ordinance.
 2. As for any residential rental unit occupied other than by the owner as of the effective date hereof and for all subsequent inspections, inspections required by this article shall be completed and the certificate of compliance issued and displayed not later than December 31st of the year for which inspection is required. In no event shall such an inspection be conducted prior to January 1st of the year for which inspection is required.
 3. The Borough shall be divided into districts as follows:
 - a. District I – East Sunbury Street from Seltzer, west along Sunbury Street., odd and even numbered addresses to Sixth Street. This includes the Schuylkill County Housing Authority units on North, Carbon, 600 Block of Lewis, and Sunbury Streets; and Minersville High Rise, located at 300 Lewis Street
 - b. District II – North Side of Sunbury Street, not including Sunbury Street addresses to township lines of Cass & Norwegian. South Side of Sunbury Street, not including Sunbury Street addresses to Branch Township line.
 4. Residential rental units subject to inspection requirements of this article and located in District I shall be inspected during the even calendar year and every other year thereafter. Residential rental units subject to inspection requirements of this article and located in District II shall be inspected during the odd calendar year and every other year thereafter.
 5. Residential rental units are subject to a re-inspection upon change of an Occupant. This inspection must be completed prior to any future occupants residing in the residential rental unit.

- B. This inspection shall be for the purpose of determining compliance with the provisions of the codes as in effect in the Borough on the date of the inspection.
- C. Failure of the owner to permit access to conduct such inspection shall be deemed a violation of this ordinance.
- D. For the purpose of enforcing this ordinance, the Inspector may seek to obtain a search warrant issued by a competent authority for the purpose of compelling an inspection of a residential rental unit.

SECTION 6. MINIMUM CODE REQUIREMENT CHECKLIST

- A. Included as Appendix A is the required Minimum Code Requirement Checklist for residential rental units for Premises within the Borough.

SECTION 7. CERTIFICATE OF COMPLIANCE

- A. If the inspection of a residential rental unit does not disclose code violations, the Inspector shall issue a certificate of compliance to the owner within fourteen (14) days of said inspection. Issuance of a certificate of compliance shall not denote compliance with any applicable Code. The Certificate of Compliance shall be in such form as approved from time by time by the Inspector. The Certificate of Compliance shall be displayed in plain view within the residential rental unit or structure.

SECTION 8. NOTICES

- A. Whenever an Inspector determines that any Rental Unit or Premises fails to meet the requirements set forth in the applicable Codes, the Inspector shall issue a correction notice, within fourteen (14) days of said inspection, setting forth the violations and ordering the Occupant, Owner or Agent, as appropriate, to correct such violations. The notice shall set forth the following:
 - 1. Be in writing;
 - 2. Describe the location of the residential rental unit;
 - 3. Identify the date of inspection;
 - 4. The identity of the inspector;
 - 5. State a list of the code violations;
 - 6. Establish a reasonable time for the correction of the violation, including a provision allowing for a reasonable time extension upon the owner showing of a good faith compliance to the satisfaction of the Inspector
 - 7. Give notice that, if the conditions are not repaired within the time specified, the residential rental unit may be posted as unfit for human occupancy.
- B. Upon the expiration of the time specified to accomplish the repairs or upon notice from the owner that the repairs have been accomplished, whichever occurs first, the Inspector shall conduct a Compliance Re-Inspection of the residential rental unit.

1. In the event that the Compliance Re-Inspection discloses that the owner accomplished the repairs, the Inspector shall issue a Certificate of Compliance to the owner in accordance with Section 7 of this ordinance.
 2. Failure to correct violations within the time period stated in the notice of violation shall result in such actions or penalties as are set forth in Section 14 of this ordinance. If the notice of violation relates to actions or omissions of the Occupant, and the Occupant fails to make the necessary correction, the Owner or Agent may be required to remedy the condition. No adverse action shall be taken against an Owner or Agent for failure to remedy a condition so long as the Owner or Agent is acting with due diligence and taking bona fide steps to correct the violation, including but not limited to pursuing remedies under a lease agreement with an Occupant. The Borough shall not be precluded from pursuing an enforcement action against any Occupant who is deemed to be in violation.
- C. All notices shall be served upon the Occupant, Owner or Agent, as applicable, personally or by certified mail, return receipt requested. A copy of any notices served solely on an Occupant shall also be provided to the owner or Agent. In the event service is first attempted by mail and the notice is returned by the postal authorities marked “unclaimed” or “refused”, then the Code Enforcement Office or Police Department shall attempt delivery by personal service on the Occupant, Owner or Agent, as applicable. The Office shall also post the notice at a conspicuous place on the Premises. If personal service directed to the Owner or Agent cannot be accomplished after a reasonable attempt to do so, then the notice may be sent to the Owner or Agent, as applicable, at the address stated on the most current registration 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 United States Mail.
- D. For purposes of this Ordinance, any notice hereunder that is given to the Agent shall be deemed as notice given to the Owner.
- E. There shall be a rebuttable presumption that any notice that is given to the Occupant, Owner or Agent under this ordinance shall have been received by such Occupant, Owner or Agent if the notice was served in the manner provided by this ordinance.
- F. Subject to paragraph 8.D above, a claimed lack of knowledge by the Owner or Agent, if applicable, of any violation hereunder cited shall be no defense to closure of rental units pursuant to Section 14, as long as all notices prerequisite to such proceedings have been given and deemed received in accordance with the provisions of this ordinance.
- G. All notices shall contain a reasonable time to correct, or take steps to correct, violations of the above. The Occupant, Owner or Agent to whom the notice was addressed may request additional time to correct violations. Requests for additional time must be in writing and either deposited in the U.S. Mail (post-marked) or hand delivered to the Office within five (5) days of receipt of the notice by the Occupant, Owner or Agent.

The Borough of Minersville retains the right to deny or modify time extension requests. If the Occupant, Owner or Agent is attempting in good faith to correct violations but is unable to do so within the time specified in the notice, the Occupant, Owner or Agent shall have the right to request such additional time as may be needed to complete the correction work, which request shall not be unreasonably withheld.

SECTION 9. INSURANCE

In order to protect the health, safety and welfare of the residents of the Borough, it is hereby declared that the Borough shall require hazard and general liability insurance for all property owners letting property for occupancy in the Borough.

- A. Minimum coverage; use of insurance proceeds. All Owners shall be required to obtain a minimum of fifty thousand (\$50,000.00) dollars in general liability insurance, and hazard and casualty insurance in an amount sufficient to either restore or remove the building in the event of a fire or other casualty. Further, the event of any fire or loss covered by such insurance, it shall be the obligation of the Owner to use such insurance proceeds to cause the restoration or demolition or other repair of the property in adherence to the Borough Code and all applicable ordinances.
- B. Property owners to provide Borough with insurance information. Owners shall be required to place their insurance company name, policy number and policy expiration date on their Rental Property Registration form, or in the alternative, to provide the Office with a copy of a certificate of insurance. A Registration Certificate shall not be issued to any Owner or agent unless the aforementioned information has been provided to the Office. The Office shall be informed of any change in policies for a particular rental property or cancellation of a policy for said property within thirty (30) days of said change or cancellation.

SECTION 10. LICENSING STANDARDS

The following minimum standards and conditions shall be met in order to hold a Residential Rental Unit License under this article. Failure to comply with any of these standards and conditions shall be adequate grounds for denial, refusal to renew, revocation, or suspension of a Residential Rental Unit License.

- A. The owner or agent shall have paid the required license fee.
- B. No Residential Rental Unit shall be over occupied or illegally occupied in violation of the Property Maintenance Code.
- C. The Residential Rental Unit shall not have been used or converted to units in violation of the zoning code.
- D. The owner or agent shall not suffer or allow weeds, vegetation, junk, debris, or rubbish to accumulate repeatedly on the exterior of the premises so as to create a nuisance condition. If the Borough is required to abate such nuisance conditions or collect, gather up or haul solid waste under this section more than three (3) times

under either or both sections during a period of twelve (12) months or less, it shall be sufficient grounds to deny, revoke, suspend or refuse to renew a license.

- E. The Residential Rental Unit or shall not be in substandard condition as defined in the Property Maintenance Code.
- F. The owner or agent shall have paid the required inspection fees.
- G. The owner or agent shall allow the inspector and his or her designated representative to perform the rental inspection(s).
- H. The owner or agent shall verify all occupants are registered as per section 10E of this ordinance.
- I. There shall be no delinquent property taxes or assessments on the Residential Rental Unit.
- J. Any owner or agent who has an interest in two (2) or more licenses revoked pursuant to this section shall be ineligible to hold a Residential Rental Unit License for a period of five (5) years.

SECTION 11. FEES

- A. Inspection Fee. A Fee of \$75.00 per residential rental unit within that Premises shall be charged. All inspection fees shall be paid prior to the inspection regardless of the number of units. Failure to pay the inspection fees shall be deemed a failure and/or refusal to comply with the provisions contained herein, and shall be subject to Violations and Penalties, as set forth in Section 14 of this ordinance.
- B. Compliance Re-Inspection. There shall not be a fee set forth for one Compliance Re-Inspection. Any additional inspections shall be a fee of \$30.00 per residential rental unit. Failure to pay the inspection fees shall be deemed a failure and/or refusal to comply with the provisions contained herein, and shall be subject to Violations and Penalties, as set forth in Section 14 of this ordinance.
- C. Occupant Change Re-Inspection Fee. A fee of \$30.00 per residential rental unit shall be paid. Failure to pay the inspection fees shall be deemed a failure and/or refusal to comply with the provisions contained herein, and shall be subject to Violations and Penalties, as set forth in Section 14 of this ordinance.
- D. Annual License Fee. There shall be a license fee for the initial license and an annual renewal fee thereafter, whether or not the dwelling unit is occupied at the time. Fees shall be assessed against and payable by the Owner in the amount of \$25.00 per Rental Unit, payable at the time of initial registration and annual renewal. An additional fee of \$5.00 shall be assessed for each unit each year that it is not renewed within the timeline established by this Ordinance. Failure to pay

the Annual License Fee shall be deemed a failure and/or refusal to comply with the provisions contained herein, and shall be subject to Violations and Penalties, as set forth in Section 14 of this ordinance.

- E. **Occupancy Permit Fee.** There shall be a one-time occupancy permit fee of \$10.00 for every new Occupant, which is payable by the Occupant. For purposes of initial registration under this ordinance, this fee shall be paid for all current Occupants by the Occupant. Thereafter, prior to occupying any Residential Rental Unit, all Occupants shall obtain an occupancy permit. It shall be the Occupant's responsibility to submit and occupancy permit application to the Office, pay the fee and obtain the occupancy permit. If there are multiple Occupants in a single Residential Rental Unit, each Occupant shall obtain his or her own permit. Owner or Agent shall notify all prospective Occupants of this requirement and shall not permit occupancy of a Residential Rental Unit unless the Occupant first obtains an occupancy permit. Each occupancy permit issued is valid only for the Occupant for as long as the Occupant continues to occupy the Residential Rental Unit for which such permit was applied. Any relocation to a different Residential Rental Unit requires a new occupancy permit. All Occupants age 65 and older, with adequate proof of age, shall be exempt from paying the permit fee, but shall be otherwise required to comply with this section and the rest of the Ordinance. Failure to pay the Occupancy Permit Fee shall be deemed a failure and/or refusal to comply with the provisions contained herein, and shall be subject to Violations and Penalties, as set forth in Section 14 of this ordinance.
1. Application for occupancy permits shall be made upon forms furnished by the Office for such purpose and shall specifically require the following minimum information:
 - a) Name of Occupant
 - b) Mailing address of Occupant
 - c) Street address of Residential Rental Unit for which Occupant is applying, if different from mailing address
 - d) Name of Landlord
 - e) Proof of age if claiming exemption from the permit fee
 - f) Proper identification showing proof of legal citizenship and/or residency.
 2. Upon receipt of the application and the payment of applicable fees as set forth above, the Office shall issue an Occupancy Permit to the Occupant immediately.
- F. **Failure to Cancel or Reschedule Inspection Fee.** A fee of \$25.00 per residential rental unit within that Premises shall be charged, in addition to the inspection fee, for any Owner/Agent who does not contact the Office at least twenty-four (24) hours prior to the Inspection to cancel or reschedule the scheduled Inspection.

G. License Reinstatement fee. A fee of one hundred dollars (\$100.00) must accompany any application for reinstatement of any license that has been denied, revoked or suspended pursuant to section 10 of this Ordinance. After the property has been certified as having no violations, outstanding fees for administrative citations or assessments have been paid, reinstatement fee is paid, it is then forwarded to the Borough Manager or his or her designee. If the license is reinstated, the owner or agent will be notified within fifteen (15) day is writing of the decision. The owner must submit a rental license application along with the appropriate rental license fees at this time. **The property cannot be rented until the rental license has been issued.**

H. Revisions to the Fees established in Section 11 of this Ordinance may be subsequently revised as determined by Resolution of Borough Council.

SECTION 12. ENFORCEMENT

A. The following persons are hereby authorized to enforce this Ordinance:

1. The Chief of Police
2. Any Police Officer
3. Code Enforcement Officer
4. The Fire Chief
5. The Health Officer
6. Third Party Inspector, contracted by the Borough

B. The designation of any person to enforce this Ordinance or authorization of an Inspector, when in writing, and signed by a person authorized by Section 11.A to designate or authorize an Inspector to enforce this Ordinance, shall be prima facie evidence of such authority before the Magisterial District Judge, Court of Common Pleas, or any other Court, administrative body of the Borough, or of this Commonwealth and the designating Director or Supervisor need not be called as a witness thereto.

SECTION 13. APPEALS

A. The owner of a Residential Rental Unit aggrieved by a decision of the Inspector may, within 30 days or the time fixed for repair, whichever is shorter, appeal the decision to the UCC Appeals Board at a non-refundable fee of \$500.00 per appeal.

SECTION 14. VIOLATIONS AND PENALTIES

A. Except as provided in subsections 14.B and 14.C below, any Owner or Owners who shall violate any provision of the Ordinance shall, upon conviction thereof after notice and a hearing before the Magisterial District Judge, shall pay a fine as set forth herein for each offense be ordered to pay a fine of no less than One Hundred Dollars (\$100.00) and not more than One Thousand (\$1,000.00) Dollars plus costs, and in default of payment of said

fine and costs, to a term of imprisonment no more than ninety (90) days, or both.

Every day that a violation of this Ordinance continues shall constitute a separate offense, provided, however, that failure to register or renew or pay appropriate fees in a timely manner shall not constitute a continuing offense but shall be a single offense not subject to daily fines.

- B. Any Owner or Agent who shall allow any Occupant to occupy a Residential Rental Unit without first obtaining an occupancy permit is in violation of Section 11.E of this Ordinance and shall, upon conviction thereof after notice and a hearing before the Magisterial District Judge, be sentenced to pay a fine of up to \$1,000 for each Occupant that does not have an occupancy permit and up to \$100 per Occupant per day for each day that Owner or Agent continues to allow each such Occupant to occupy the Residential Rental Unit without an occupancy permit after Owner or Agent is given notice of such violation pursuant to Section 4 this Ordinance. Owner or Agent shall not be held liable for the actions of Occupants who allow additional occupancy in any Residential Rental Unit without the Owner or Agent's written permission, provided the Owner or Agent takes reasonable steps to remove or register such unauthorized Occupant(s) within ten (10) days of learning of their unauthorized occupancy in the Residential Rental Unit.
- C. Any Occupant having an occupancy permit but who allows additional occupancy in a Residential Rental Unit without first obtaining the written permission of the Owner or Agent and without requiring each such additional Occupant to obtain his or her own occupancy permit is in violation of Section 11E of this ordinance and shall, upon conviction thereof after notice and a hearing before the Magisterial District Judge, be sentenced to pay a fine of up to \$1,000 for each additional Occupant permitted by Occupant that does not have an occupancy permit and up to \$100 per additional Occupant per day for each day that Occupant continues to allow each such additional occupant to occupy the Residential Rental Unit without an occupancy permit after Occupant is given written notice of such violation by Owner or Agent or pursuant to Section 4 of this Ordinance.

SECTION 15. APPLICABILITY AND EXEMPTIONS TO THE ORDINANCE

The provisions of the ordinance shall not apply to the following properties, which are exempt from registration and license requirements.

- A. Hotels, Motels and Dormitories.
- B. Residential Rental Units owned by Public authorities as defined under the Pennsylvania Municipal Authorities Act, and Dwelling Units that are part of an elderly housing multi-unit building which is 75% occupied by individuals over the age of sixty-five.

- C. Multi-dwelling units that operate under Internal Revenue Service Code Section 42 concerning entities that operate with an elderly component.

SECTION 18. CONFIDENTIALITY OF INFORMATION

All registration information collected by the Borough under this Ordinance shall be maintained as confidential and shall not be disseminated or released to any individual, group or organization for any purpose except as provided herein or required by law. Information may be released only to authorized individuals when required during the course of an official Borough, state or federal investigation or inquiry.

SECTION 19. SEVERABILITY

If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable without the invalid portion. The Borough reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of the Ordinance, and the effective administration thereof.

SECTION 18. EFFECTIVE DATE

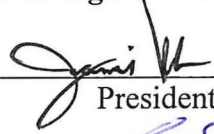
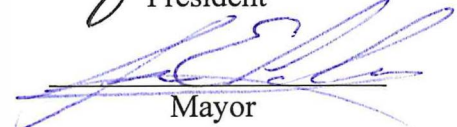
This Ordinance shall take effect immediately upon its final adoption by the Council of the Borough of Minersville.

ENACTED AND ORDAINEDED by the Borough of Minersville this 13th day of January, 2026.

Attest:


Secretary

Borough of Minersville


President

Mayor

APPENDIX “A”

BOROUGH OF MINERSVILLE

Residential Rental Unit Pre-inspection and Maintenance Guide

The Inspection Guide is designed to assist owners in preparation for the required inspections of their properties. Owners should recognize that this Inspection guide is not the actual checklist and that owners are responsible for ensuring that their units are in compliance with applicable provisions of the Borough’s Code, including the Pennsylvania Uniform Construction Code Standards, International Property Maintenance Code, Health and Safety Code as well as the Borough’s Zoning Code.

The inspector will be looking for interior unit conditions as well as exterior conditions. The inspector’s focus will be on identifying substandard maintenance conditions that do not meet minimum standards established by local and state laws. The inspector will also identify improper living arrangements, parking and trash issues. They will also note any zoning violations, unpermitted dwelling units; the renting of spaces not intended for habitation; and substandard, overcrowded, unsanitary and unsafe housing conditions that render a housing unit unfit or unsafe for occupancy. If owner/agent is not present at the inspection, the tenant must be notified to grant access to the unit.

Exterior Areas

- All exterior premises shall be maintained in a clean, safe and sanitary condition.
- Sidewalks, walkways shall be kept in a proper state of repair, and maintained free from hazardous conditions (no trip hazards or broken curb)
- No grass, weeds or vegetation in excess of ten (10) inches
- All structures and exterior property shall be kept free from rodent harborage and infestation
- Exhaust vents shall not discharge directly upon abutting or adjacent property or another tenant
- All accessory structures including fences shall be maintained structurally sound and in good repair
- No inoperative or unlicensed motor vehicle shall be parked on any premises
- Pools, hot tubs and spas containing water more than twenty-four (24) inches in depth shall be completely surrounded by a fence or barrier at least 48 inches in height above the finished ground level with self-closing and self-latching gate
- All exterior premises shall be free from any accumulation of rubbish, garbage or trash
- The owner of every occupied premises shall supply approved covered trash receptacles
- Trash receptacles shall be stored in proper enclosures or designated area not viewable from front public way

Exterior Structure

- All exterior surfaces shall be maintained in good condition and protected from the elements

- Legible and visible address from the main street (numbers or letters) four (4) inch minimum height
- Foundation walls shall be plumb and free from open cracks and breaks to prevent the entry of rodents and other pests
- All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated
- The roof and flashing shall be sound, tight and have no leaks
- Roof gutters and downspouts shall be maintained in good repair and shall not discharge onto adjacent property or in a manner that creates a public nuisance
- Every exterior stairway, deck, porch and balcony shall be maintained structurally sound and in good repair
- Stairs and porches over thirty (30) inches above the finished ground level shall have guardrails
- Guardrails shall be a minimum of thirty-six (36) inches on porches and thirty-four (34) inches for stairs, with maximum spacing of four (4) inches for guardrail openings
- Every handrail and guardrail shall be firmly fastened and capable of supporting normal imposed loads
- Every window, door and frame shall be kept in good working order and repair and shall be weather tight with no breaks or cracks
- Locks at all entrances to dwelling units shall tightly secure the door and must be thumb latch deadbolts (no double keyed deadbolts) A sliding bolt is also not an acceptable deadbolt lock
- Exterior lighting is in good working order at entrance, exit corridors, etc.

Interior Structure

- The interior of the structure and equipment therein shall be maintained in good repair, structurally sound and in sanitary condition.
- All interior surfaces, including windows and doors, shall be free from peeling, chipping, flaking or abraded paint, cracks or loose plaster, decayed wood and other defective surface conditions
- All floor covering shall be free from trip hazards (no loose carpet or tile)
- Every handrail and guardrail shall be firmly fastened and capable of supporting normal imposed loads
- Every interior door shall fit reasonably well within its frame and capable of being opened and closed as intended
- Every habitable room must have a window capable of being opened
- Walls and ceilings shall be covered with approved materials with proper finish (no exposed framing or insulation)
- The building shall be free of infestations (interior and exterior property)

Electrical

- Each unit shall be supplied with a minimum 60 amperes service and shall have access to the service panel or disconnecting means for their rented unit
- All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner (no exposed or dangerous wiring)
- All panel boxes and outlets shall be properly grounded
- All receptacles, switches and junction boxes shall be covered with approved face plates
- All panels and breakers shall be properly labeled (panels shall be marked with unit being supplied)
- All open slots or punch outs shall be capped (no openings in the panel box)
- Switched lighting shall be provided at the top and bottom of all stairways (except basements)
- Every habitable space shall contain at least two (2) separate receptacle outlets.
- GFCI protection is required for all kitchen countertop receptacles, receptacles within six (6) feet of sinks, bathroom receptacles, garage receptacles, unfinished basements and crawlspace receptacles, pool and spa receptacles and outdoor receptacles

Plumbing & Heating

- Each unit shall be supplied with a heating system capable of heating all habitable rooms and maintaining a room temperature of 68°F
- Each unit shall be supplied with running water free from contamination
- Each unit shall be supplied with a plumbing system, free from obstructions, hazardous conditions, leaks and defects and shall be capable of performing the function for which its intended
- Each unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink and shall be in a sanitary, safe working condition
- All plumbing fixture shall be maintained in good working order (toilets functioning properly, etc.)
- All faucets or taps shall be free from leaks
- Each plumbing fixture shall have a separate trap
- All water heaters shall be properly strapped
- Water heater TPR (Temperature Pressure Relief valve) shall discharge within six (6) inches of floor with a one (1) inch air gap
- All gas meters shall have proper labeling and properly protected
- Gas lines shall have shut off valves at the appliance connection and all service gas lines shall be free of leaks
- Gutters, downspouts, sump pumps, floor drains or any storm water may not connect to the public sewer system

Sewer System

- Sump pump shall be in good working order and shall not discharge into sanitary sewer

- Cellar drain and rain leaders shall not discharge into sanitary sewer
- All vents and clean-outs shall be covered with approved, undamaged caps
- Vent pipes and/or clean-out riser pipes shall be secure

Fire Protection & Safety

- Smoke detectors shall be in working condition and installed in each bedroom and outside each sleeping area, one on each floor (battery operated are ok for existing buildings)
- Smoke detectors are required in additional locations for multi-family buildings (apartments or building with three (3) or more units) and shall be installed in common areas, corridors and at the top of each stairway
- Carbon monoxide alarms must be installed on each floor.
- Any dwelling unit with an attached garage shall have fire separation between the garage and dwelling in accordance with the PA UCC
- All stairways shall have continuous railing systems
- Floors, walls and ceilings between separate units shall be free from openings
- Exits and all path of egress to the public right of way shall be clear and unobstructed
- The area on and beneath exit stairs shall be clear of material
- The interior of the structure including the basement and attic storage shall be maintained in a clean and sanitary condition, free from rubbish and garbage
- One (1) fire extinguisher is required in each dwelling unit

Ventilation & Occupancy Limitations

- Every habitable space shall have at least one window of approved size facing directly to the outdoors
- Every bathroom and toilet room shall be properly vented (either a window capable of being opened or a fan vented to the exterior)
- Clothes dryer exhaust shall be independent of all other systems and shall be exhausted outside the structure
- All combustion gases shall vent to the exterior of the structure
- The number of persons occupying a dwelling unit shall not create conditions that endanger the life, health, safety or welfare of the occupants

Common Areas (multi-family) (not one or two family)

- Every common hall and stairway shall be lighted at all times with at least a 60 watt standard bulb for each 200 square feet of floor area
- All means of egress, including exterior means of egress & stairways shall be illuminated at all times the building space served by the means of egress is occupied
- Emergency lighting shall be in working order and installed at all means of egress, including exterior means of egress, stairways and landings
- Exit signs shall be in place and readily viewable from any direction of egress travel

- All common areas shall be free from rubbish and garbage and maintained in a safe and sanitary condition
- All common areas shall be free from infestation

PLEASE NOTE RUNNING WATER, ELECTRICAL SYSTEM, HEAT SOURCE, SMOKE DETECTORS AND CARBON MONOXIDE ALARMS, MUST ALL BE TURNED ON AND IN WORKING CONDITION DURING THE INSPECTION OR THE UNIT WILL AUTOMATICALLY FAIL