

ORDINANCE NO. 2021-0-5

**AN ORDINANCE OF THE TOWNSHIP OF WARRINGTON,
BUCKS COUNTY, PENNSYLVANIA,
ADOPTING A RENTAL HOUSING
INSPECTION ORDINANCE**

WHEREAS, the Board desires to create a rental housing inspection program to ensure the health, safety and welfare of Township residents;

WHEREAS, the Board desires to ensure that rental housing units within the Township are in compliance with building, housing and safety Ordinances and all residents have safe and desirable housing options;

NOW, THEREFORE, it is hereby ENACTED and ORDAINED by the Board of Supervisors of Warrington Township, Bucks County, Pennsylvania that the Codified Ordinances of Warrington Township are amended by adding Chapter 247 Rental Housing Inspection Ordinance as follows:

Section 1. The Codified Ordinances of Warrington Township are amended by adding Chapter 247 Rental Housing Inspection Ordinance as follows:

Chapter 247 Rental Housing Inspection Ordinance

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Article I. General

247-1. Title.

This Chapter shall be known as the "Rental Housing Inspection Ordinance," and will be referred to herein as "this Chapter."

247-2. Purpose.

The purpose of this Chapter is to establish periodic, systematic inspection of rental housing within the Township to protect the health and safety of the public, prevent blight, and preserve property values.

247-3. Definitions.

- (a) "Applicable Law" means all applicable provisions of the International Property Maintenance Code and the International Fire Code as adopted and amended by the Township.
- (b) "Code Enforcement Officer" means a sworn or non-sworn inspector, officer, or investigator appointed by the Township to enforce applicable law.
- (c) "Common areas" means the areas in a Rental Housing Property that are accessible to all occupants of the property, including, but not limited to, lobbies, laundry rooms, recreation areas, common kitchens, hallways, stairs, courtyards, light wells, garbage areas, boiler rooms, storage rooms, basements, roof areas, or parking garages or areas.
- (d) "Director" means the Director of the Code Enforcement Department, or his or her designee.
- (e) "Engage in the business of rental housing" means renting or offering to rent a rental housing unit.
- (f) "Local Agent" shall mean an Owner-designated person or entity including but not limited to an attorney, realtor, or property manager with full authority to act on behalf of the Owner for all purposes under this Chapter, including the acceptance of service of all notices from the Township. The Owner of the Rental Housing Unit may act as the Local Agent. The Local Agent shall be required to maintain residency or have an office within a 50-mile radius of the Rental Housing Unit. A proposed Local Agent not meeting this

residency/office criteria may be approved by the Township at the Township's sole discretion.

- (g) "Imminent Hazard" means any condition associated with real property that presents a substantial likelihood that death, serious illness, severe personal injury, or a substantial endangerment to health, property, or the environment may occur before such hazard can be eliminated by the standard enforcement procedures set forth in section 15.12.060.E of the International Property Maintenance Code.
- (h) "Owner" means a person, persons, corporation, partnership, limited liability company, or any other entity holding fee title to or exercise control of the Rental Housing Property or Rental Housing Unit.
- (i) "Rental Housing Property" means all commons areas, accessory structures, buildings, facilities, Rental Housing Units, and land located within the confines of the property where the Rental Housing Unit is located.
- (j) "Rental Housing Unit" means a single unit providing living facilities for one or more persons that has permanent provisions for living, sleeping, and sanitation and is rented or available for rent to Tenants. This includes but shall not be limited to boarding homes, boarding rooms, and hotels.
- (k) "Tenant" means a person or persons residing within a Rental Housing Unit.

247-4. Standards.

All Rental Housing Properties and Rental Housing Units shall comply with Applicable Law including but not limited to the standards and requirements of the International Property Maintenance Code and the International Fire Code as amended.

247-5. Applicability.

This Chapter applies to all Rental Housing Properties and Rental Housing Units within the Township including any Owner or Tenant as defined in section 247-3 herein. Nothing in this Chapter shall limit or prohibit the authority of Township officers or employees from enforcing any other provision of this Code or any state or federal law under their jurisdiction. None of the inspection provisions shall prohibit, condition, or otherwise limit any inspection conducted under any other provision of this Code or other Applicable Law including but not limited to the currently adopted version of the International Property Maintenance Code and the International Fire Code as amended.

247-6. Exemptions.

All Rental Housing Properties and Rental Housing Units shall be subject to the requirements of this Chapter, except for the following:

- (a) Rental Housing Units that have been newly constructed, for a period of one year from the issuance of a Certificate of Occupancy.

Article II. Registration and Fees.

247-7. Fees Established.

- (a) Registration and Inspection Fee. An Owner of any Rental Housing Property or Rental Housing Unit subject to this Chapter shall pay a registration fee established within the Township Fee Schedule per unit. This fee shall be paid annually by January 31.
- (b) Re-inspection Fee. An Owner of a Rental Housing Unit shall pay a fee established within the Township Fee Schedule per unit for the second re-inspection and any subsequent re-inspection of any Rental Housing Property or Rental Housing Unit as required under section 247-16(c).

247-8. Registration and fee required.

- (a) It shall be unlawful for any Owner to Engage in the Business of Rental Housing, unless:
 - (1) Each Rental Housing Unit is registered with the Township and
 - (2) The Rental Inspection Program fee is paid for each Rental Housing Unit.
- (b) A Rental Housing Unit is registered with the Township when the Owner of the rental property submits a completed registration form, made available by the Township, signed under penalty of perjury to Code Enforcement Department. The registration form must contain the following information:
 - (1) Description of the Rental Housing Property, including, but not limited to, the street address, Zoning District as shown on the Township Zoning Map, and Tax Parcel Number issued by the Bucks County Board of Assessment;
 - (2) Number and address or other description of all Rental Housing Units on the Rental Housing Property;
 - (3) Name and current contact information for the Owner of the Rental Housing Property;
 - (4) Name and current contact information for the Local Agent, as described in section 247-9, below;
 - (5) Name, address, and telephone number of the person or entity that a Tenant is to contact when requesting repairs be made to their Rental Housing Unit and the

contact's business relationship to the Owner;

(6) Any other information reasonably required by the Director to carry out this Chapter.

(c) The registration requirement established by this section shall go into effect on January 1, 2022. Initial registration of Rental Housing Units is due within 30 days of January 1, 2022. After the initial registration, the Owner shall register each Rental Housing Unit annually within 30 days of January 1, and upon every change of tenancy or ownership.

247-9. Local Agent.

(a) Each Owner of Rental Housing Property shall designate a Local Agent with full authority to act on behalf of the Owner for all purposes under this Chapter, including the acceptance of service of all notices from the Township. The Owner of the Rental Housing Property may act as the Local Agent.

Article III. Inspections.

247-10. Inspections Required.

(a) All Rental Housing Properties and Rental Housing Units are subject to routine, periodic inspections, as provided by this Chapter, to ensure that the Rental Housing Property and Rental Housing Unit complies with all Applicable Law including but not limited to the currently adopted version of the International Property Maintenance Code and the International Fire Code as amended. The Code Enforcement Officer may make referrals to the Code Enforcement, Emergency Services, and Zoning Departments as deemed appropriate.

(b) Frequency of Inspections.

All Rental Housing Properties and Rental Housing Units shall be inspected annually, within 365 days of registration, once every year thereafter. Nothing in this section shall be interpreted as prohibiting more frequent inspections to be performed.

247-11. Placeholder.

This section shall be intentionally left blank unless or until modified by means of an amendment to this Chapter.

247-12. Non-exclusivity.

None of the inspection provisions in this Chapter shall prohibit, condition, or otherwise limit any inspection conducted pursuant to this code or other Applicable Law.

247-13. Notice of Inspection.

The Director or his/her designee may serve written notice of the date and time of any inspection to be conducted under this Chapter, by mailing such notice to the Owner prior to the date of inspection. The Director or his/her designee may also mail the notice to the Tenants of each Rental Housing Unit indicated on the registration application, as described in section 247-8. The Director or his/her designee shall have the right to inspect any Rental Housing Property or Rental Housing Unit at any time.

247-14. Re-scheduling an Inspection.

An Owner may reschedule an inspection one time by contacting the Code Enforcement Department at least five (5) business days prior to the scheduled inspection date. No subsequent re-scheduling shall be permitted. Violation of this section shall result in the imposition of a re-scheduling fee.

247-15. Entry.

- (a) The Owner or Local Agent shall assist the Code Enforcement Officer or Director with gaining access to all areas on the Rental Housing Property and Rental Housing Unit.
- (b) The Owner or Local Agent is responsible for obtaining the consent of the Tenant of the Rental Housing Property and Rental Housing Unit for the Code Enforcement Officer or Director's entry to inspect the unit. If the Tenant does not consent to the entry for inspection, the Director is authorized to seek an inspection warrant from a court of competent jurisdiction.
- (c) The Tenant, Owner, or Local Agent shall have someone 18 years of age or older present for the duration of the inspection.
- (d) Refusal to permit an inspection shall be a violation of this Ordinance and shall subject the person who refuses or prohibits entry to the penalties provided in section 247-17 herein.

247-16. Results of Inspection.

- (a) If the Code Enforcement Officer finds no code violations, the Code Enforcement Officer shall issue a notice of inspection that shall state in plain language that no violations were observed. The Code Enforcement Officer, upon the request of the Owner, shall mail the notice to the Tenants of each Rental Housing Unit provided on the registration application, as described in section 247-8. A notice shall be available to the Tenant upon request.

- (b) If upon inspection, the Code Enforcement Officer discovers one or more violations of this Code and any other Applicable Law, the Director or his/her designee shall cause to be issued a notice and order to the Owner and Local Agent to correct the violations. The order shall state in plain language the violations of law found and the sections of law with which the property is not in compliance. The order shall also state that failure to correct the violations may result in additional inspection fees under section 247-7 and other enforcement actions. The Director or his/her designee shall mail the notice and order to the Owner, and the Local Agent to the addresses provided on the registration application, as described in section 247-8. Owners shall be required to provide notice of any violation to their Tenant(s).
- (c) If the Director or his/her designee determines that the conditions pose an Imminent Hazard, he or she shall order abatement of the conditions within 48 hours. Following the time to abate, the Director or his/her designee shall conduct a re-inspection of the Rental Housing Property or Rental Housing Unit to determine compliance with the order. If the conditions of the Rental Housing Property and/or Rental Housing Unit continue to pose an Imminent Hazard following the re-inspection, the Rental Housing Property and/or Rental Housing Unit shall be posted as uninhabitable, and no person shall be permitted to occupy the Rental Housing Property and/or Rental Housing Unit until the conditions are addressed to the satisfaction of the Director or his/her designee.
- (d) Except as provided in subsection (c), the Director shall specify a reasonable time period for correction of the violations, depending on the severity of the condition, between 48 hours and 30 days from receipt of the order to correct the violations and schedule a re-inspection of the Rental Housing Property and/or Rental Housing Unit. The Township shall impose a fee for the second re-inspection required under this subsection. The Township may also commence any enforcement action as provided in this Chapter, including, but not limited to those in Article V.
- (e) Except for conditions specified in subsection (c), if the violation has not been corrected by the compliance date, but the Owner has made significant progress in correcting the violation since the prior inspection, upon written request by the Owner accompanied by a reason for the extension request, the Director may grant an extension of time.

Article V. Enforcement.

247-17. Penalties.

- (a) If, after re-inspection of the Rental Housing Property or Rental Housing Unit, pursuant to section 247-16(c) or (d), the Owner fails to correct the conditions in the notice and order, the Township may seek compliance by any remedy allowed under this Chapter or

Applicable Law. If any tenant refuses to allow an Owner to correct the conditions in the notice and order, the Township may seek compliance by any remedy allowed under this Chapter or Applicable Law.

- (b) Any person who violates a provision of this chapter shall be guilty of a summary offense.
- (c) Any person or entity that violates a provision of this chapter shall be liable for a fine of up to \$1,000.00 for each day the violation is committed or permitted to continue. An Owner shall be subject to the maximum fine and it shall be considered a continuing violation if the Owner's Rental Housing Property and/or Rental Housing Units are the subject of repeat violations of the same sections of Applicable Law. The Township shall be entitled to the costs of enforcing this chapter, pursuant to a court order.
- (d) The provisions of this Ordinance may be enforced through an action in equity filed with the Bucks County Court of Common Pleas. The Township shall be entitled to seek a preliminary injunction ordering the Owner to abate any conditions determined to pose an Imminent Hazard which is not corrected within forty-eight (48) hours of the Owner or Local Agent receiving a copy of the abatement order provided in section 247-16(c).
- (e) Any Owner who fails to pay any fees, costs, or charges incurred under this Chapter within 30 days of notice thereof will be subject to the placement of a lien against the Rental Housing Property that is the subject of the fees, costs, or charges.
- (f) The remedies provided in this Chapter shall be cumulative and not exclusive of any other remedies available under federal, state, or local laws.

247-18. Tenant Protections.

- (a) Retaliatory Eviction. It shall be unlawful for an Owner to recover possession of a Rental Housing Unit in retaliation of a Tenant for exercising his or her right to file a complaint with the Township advising that a building, housing, Code, or ordinance violation or permit violation may exist on the Rental Housing Property.
- (b) Retaliatory Rent Increase or other Retaliatory Actions. If an order is made under this Chapter or Applicable Law, the Owner shall not:
 - (1) In retaliation, increase the rent for the existing Tenants of any Rental Housing Unit that is the subject of the order from the date of the order to a period of one year after the Director determines that the Owner has complied with the order or
 - (2) Engage in other types of retaliatory conduct, including, but not limited to, depriving the Tenants of use of the premises, decreasing services, or otherwise

interfering with the Tenants' rights under the lease.

- (c) Relocation costs. If the Director finds it is necessary to vacate any Rental Housing Unit because of an unsafe or unsanitary condition, or to correct any violations, the costs and expenses of any Tenant for temporary housing shall be the responsibility of the Owner, provided that the maximum an Owner shall be responsible for is \$250 per day for a maximum of fifteen (15) days per Rental Housing Unit, unless the Director determines that additional time is required to complete the repairs. In addition, Owner will not be responsible for any temporary housing costs and expenses of a Tenant after the Rental Housing Unit is deemed to be habitable. Township shall bill Owner for the costs and expenses and Owner shall have thirty (30) days to pay the same. If Owner shall fail to pay the costs and expenses, Township shall have the right to file a lien against the Rental Housing Property for the same.

Article VI. Program Review.

247-19. Program Review.

Beginning on December 31, 2022 and annually, thereafter, the Director shall report to the Township Board of Supervisors on the activities of the Rental Inspection Program, including, but not limited to: (1) the number of Rental Housing units registered (including details about any previously unidentified Rental Housing Units that have been discovered); (2) the number of Rental Housing Units inspected; (3) Owners' compliance in allowing inspections to be completed within the timeframe; (4) the number of inspections finding violations; (5) the types of violations found; (6) the number of Rental Housing Units that were not brought into compliance within the timeframe; (7) the number of inspections that have resulted from complaints; (8) an evaluation of whether the program fees reflect the program costs and recommendations for any changes to the fee structure; (9) a description of the number of cases requiring enforcement and the enforcement measures used; (10) a comparison of this year's activities to prior years; (11) the number and types of referrals to other agencies (i.e.: Child Protective or Adult Protective Services) and (12) any recommendations for modifications to the Program.

Section 2. Repealer. This Ordinance hereby repeals any provision inconsistent with this Ordinance now in effect or of other Ordinances, to the extent of such inconsistency. All other provisions of the Ordinances of Warrington Township, not inconsistent herewith, shall remain in full force and effect.


Section 3. Severability. The provisions of this Ordinance are declared to be severable. If any provision of this Ordinance is determined by a court of competent jurisdiction to be invalid or unconstitutional, such determination shall have no effect on the remaining provisions of this Ordinance

Section 4. Effective Date. This Ordinance shall become effective five (5) days after its adoption.


ENACTED AND ORDAINED on this 14th day of December, 2021.

BOARD OF SUPERVISORS OF WARRINGTON TOWNSHIP

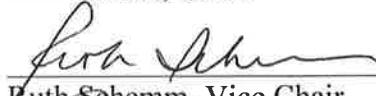
ATTEST:



Barry P. Luber
Township Manager



Fred Gaines, Chair



Ruth Schemm, Vice Chair



Eileen Albillar, Member



William Connolly, Member



Mark Lomax, Member