BOROUGH OF MILLERSVILLE

Lancaster County, Pennsylvania

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MILLERSVILLE BOROUGH CODE OF ORDINANCES, CHAPTER 290, RENTAL PROPERTY, TO REVISE AND RESTATE ARTICLE I, RESIDENTIAL RENTAL UNITS.

BE AND IT IS HEREBY ORDAINED AND ENACTED by Borough Council of the Borough of Millersville, Lancaster County, Pennsylvania, as follows:

Section 1. The Millersville Borough Code of Ordinances, Chapter 290, Rental Property, Article I, Residential Rental Units, shall be restated in its entirety to provide as follows:

§290-1. Short Title.

This article shall be known and may be cited as the Millersville Borough Residential Rental Unit Licensing Ordinance.

§290-2. Purpose and findings.

The purpose of this article and the policy of the Borough of Millersville shall be to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of owners and occupants relating to residential rental units in the Borough and to encourage owners and occupants to maintain and improve the quality of rental housing within the Borough. As a means to these ends, this article provides for a systematic inspection program, registration and licensing of residential rental units, and penalties. In considering the adoption of this article, the Borough makes the following findings:

A. There is a growing concern in the Borough with the failure of some landowners to properly maintain residential rental units.

B. Borough records indicate there is a greater incidence of problems with the maintenance and upkeep of residential properties which are not owner-occupied as compared to those that are owner-occupied.

C. Borough records indicate there are a greater number of disturbances at residential rental units than all other properties combined.

D. Borough records indicate that violations of the codes are generally less severe at owner-

occupied units as compared to residential rental units.

§290-3. Definitions and word usage.

Unless otherwise expressly stated, the following terms shall, for the purpose of this article, have the meanings indicated as follows:

APPROVED INSPECTOR -- A person with current certification to perform residential building inspections under the Uniform Construction Code by the Pennsylvania Department of Labor and Industry.

APPROVED INSPECTOR REPORT -- A written report prepared by an approved inspector addressing all of the requirements of this article, including §290-4.A(13) through (16), and the Property Maintenance Code and which states whether the residential rental unit meets such requirements and, if not, identifies the work necessary to come into compliance. The approved inspector shall submit the report with a statement that the report is being made under the penalty of perjury pursuant to 18 Pa. C.S. §4904, and all statements are true and correct based on the approved inspector's personal knowledge, information, and belief.

BOROUGH — The Borough of Millersville, Lancaster County, Pennsylvania.

BOROUGH COUNCIL — The governing body of the Borough.

CODE ENFORCEMENT OFFICER — A person designated by Borough Council to enforce this article, including performance of inspections, issuance of residential rental licenses and issuance of citations.

CODES — Any state or local code or ordinance adopted, enacted or in effect in and for the Borough, including but not limited to the Building Code, codified as Chapter 150, Article II; the Property Maintenance Code; the Zoning Ordinance; the Solid Waste and Recycling Ordinance, codified as Chapter 310; and general nuisance ordinances.

COUNTY — The County of Lancaster.

DISRUPTIVE CONDUCT — Any act by an occupant of a residential rental unit or by a person present at a residential rental unit involving public drunkenness, consumption of an alcoholic beverage in public, public urination or defecation, the unlawful deposit of trash or litter on public or private property, damage to or destruction of public or private property, the obstruction of public roads, streets, highways or sidewalks, interference with emergency or police services, unreasonable noise as defined by Chapter 257, Noise, of the Code, use of profane or obscene language or gestures, indecent exposure, fighting or quarreling, or any other act defined as "disorderly conduct" in the Pennsylvania Crimes Code or any act prohibited in Chapter 114, Alcoholic Beverages, Chapter 154, Curfew, Chapter 173, Firearms, Chapter 257, Noise, or Chapter, 278, Public Property, of the Borough Code of Ordinances or which otherwise injures or endangers the health, safety or welfare of the residents of the Borough residing in the neighborhood or vicinity of the gathering. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense nor 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 Enforcement Officer or a police officer shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrences. The occupant and the owner and, if applicable, the manager shall be notified of any such occurrences, in writing.

DISRUPTIVE CONDUCT REPORT — A written report of disruptive conduct to be completed by a police officer or a Code Enforcement Officer who actually investigates an alleged incident of disruptive conduct and which shall be maintained by the Code Enforcement Officer.

HOTEL UNIT — Any room or group of rooms located within a hotel or motel, forming a single habitable unit used or intended to be used for living and sleeping only on a transient basis for a period of less than 30 days.

MANAGER — A person retained by an owner to be responsible for one or more residential rental units within the Borough.

OCCUPANT — Any person over one year of age living and sleeping in a residential rental unit or having actual possession of said residential rental unit.

OWNER — The person who holds record title and/or the equitable owner under an agreement of sale of a property upon which a residential rental unit is erected or maintained. If more than one person owns the residential rental unit as joint tenants, tenants in common, tenants by the entireties, or tenants in copartnership, each such person shall be considered an owner and shall have all of the duties of an owner under this article.

PERSON — A natural individual, unincorporated association, partnership, corporation, estate, trust or any other legally recognized entity, and the members of such partnership and the officers of such corporation.

PERSONAL-CARE HOME — A premises in which food, shelter, and personal assistance or supervision are continually provided for four or more adults who are not relatives of the operator, who do not require the services in or of a licensed long-term facility, but who do require assistance or supervision in matters such as dressing, bathing, diet, financial management, evacuation of a residence in the event of an emergency, or medication prescribed for self-administration, and which meets the regulations of any applicable government licensing agency.

POLICE DEPARTMENT — The Millersville Borough Police Department or any successor police department providing police protective services within the Borough.

POLICE OFFICER — a member of the Police Department.

PREMISES — Any parcel of real estate within the Borough, including the land and all buildings and appurtenant structures, on which one or more residential rental units are located.

PROPERTY MAINTENANCE CODE — The Borough Property Maintenance Code enacted as

Chapter 150, Article I, of the Borough Code of Ordinances, as it may be amended in the future.

RESIDENTIAL RENTAL LICENSE — A document issued by the Code Enforcement Officer to the owner of a residential rental unit.

RESIDENTIAL RENTAL UNIT — A rooming unit or a dwelling unit let for rent or a residential unit occupied by any persons other than one occupied solely by the owner and members of the owner's family. Each individual townhouse dwelling, each individual apartment unit, each individual unit in a multifamily building, and each rooming unit shall be considered a separate residential rental unit. If a structure contains a rooming unit or if any portion of the structure is let for rent, it shall be considered a residential rental unit whether or not the owner or a relative of the owner also resides in the structure. A residential rental unit shall not include a hotel unit or a personal-care home. A residential rental unit includes dwelling units under lease-purchase agreements or long-term (greater than six months) agreements of sale.

ROOMING UNIT — A portion of a dwelling unit including any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking purposes. Granting of permission to use shared or common cooking facilities may be associated with the leasing of a rooming unit.

ZONING ORDINANCE — Chapter 380, Zoning, of the Borough Code of Ordinances, as it may be amended.

§290-4. Duties of owners and managers.

A. It shall be the duty of every owner to:

(1) Keep and maintain all residential rental units in compliance with all applicable codes and provisions of all applicable state laws and regulations, including but not limited to the Zoning Ordinance and Chapter 150, Code Enforcement.

(2) Keep and maintain all premises in a good and safe condition.

(3) Be aware of and act to eliminate disruptive conduct in all residential rental units.

(4) Employ policies to manage the residential rental units under his/her control in compliance with the provisions of this article, Borough codes and applicable state laws.

(5) Pay or ensure payment of all real estate taxes, sewer rates, and trash collection fees to ensure that such vital utilities are provided.

(6) Obtain and maintain a residential rental license for each residential rental unit.

(7) Provide the Borough, within 30 days, with the names of all adult tenants and the number of minors occupying the residential rental unit and the effective date of their lease of the residential rental unit and notify the Borough of changes in the

occupancy of the residential rental unit within 30 days of such change.

(8) Provide trash and recyclable collection and disposal services and instruct tenants of the method of trash and recyclable collection (e.g., curbside or dumpster) and, if applicable, the day of the week of trash and recyclable pickup.

(9) Provide each tenant with a disclosure statement containing the requirements of this article, including the provisions relating to disruptive conduct. Provision of a copy of this article to each tenant will satisfy this requirement.

(10) Take all actions necessary to ensure that each residential rental unit is occupied by only one family. For the purposes of this subsection, a "family" shall be considered to be a family as that term is defined in the Zoning Ordinance.

(11) Require a written rental agreement for each residential rental unit which shall include the name of each tenant that will reside in the residential rental unit.

(12) Retain a manager when this article requires that a manager be designated.

(13) Provide at least one fire extinguisher, minimum UL rating of 2A-10B:C, ABC Dry Chemical, to be placed in the kitchen or in close proximity to the kitchen, either under the kitchen sink or on a wall-mount bracket.

(14) Install ten-year sealed lithium battery smoke detectors at such locations as are required by the Property Maintenance Code, unless the residential rental unit is provided with an operational hard-wired smoke detection system.

(15) Install ground-fault circuit-interrupter (GFCI) protection for all electrical receptacles/outlets located in laundry rooms, kitchens, bathrooms, and for any receptacle/outlet within six feet of the outside edge of a sink, as required by the Property Maintenance Code and by Section E3902 of the 2018 International Residential Code.

(16) Install carbon monoxide detectors in the basement, first floor, and outside of a bedroom on second floor of the rental unit, and maintain them as needed, as required in Section 705 of the Property Maintenance Code.

B. If the owner has appointed a manager, the manager shall be jointly responsible to fulfill all of the obligations in §290-4.A. No owner may relieve himself of the responsibility to perform the duties set forth in §290-4.A by appointing a manager.

C. It shall be unlawful for any person to conduct or operate or cause to be rented, either as owner or manager, any residential rental unit within the Borough without having a residential rental license as required by this article.

D. The owner and, if applicable, the manager shall include the amendment attached hereto as Exhibit A, identified as "Addendum to Residential Rental Agreement," in each lease of a

residential rental unit taking effect on or after January 1, 2003.

E. It shall be the responsibility of every owner and every manager to display the residential rental license in the residential rental unit. The residential rental license shall include the following information:

(1) The name, mailing address and telephone number of the owner or manager.

(2) The evenings on which garbage and recycling are to be placed curbside for collection.

(3) The telephone number to call to register complaints regarding the physical condition of the residential rental unit.

(4) The telephone number for emergency police, fire and medical services.

(5) The date of expiration of the residential rental license.

(6) A summary of the owner's and occupant's duties under this article.

F. No residential rental license shall be issued to any owner residing more than 20 miles from the municipal limits of the Borough unless the owner provides the Code Enforcement Officer with the name, mailing address and telephone number of a manager residing or working within the county, authorized to accept service of process on behalf of the owner. For the purpose of this subsection, a post office box is not acceptable for the manager's address. This designation shall not be valid unless signed by the owner and the manager designated to act on behalf of the owner. The owner shall notify the Code Enforcement Officer within 30 days of any change in manager.

G. It shall be the responsibility of every owner and every manager to display a list of names of all adult tenants and the number of all minors residing in the residential rental unit either on the inside of the front door of the residential rental unit or on the wall beside the front door of the residential rental unit.

H. The owner and, where required by this article, the manager, shall respond to any notification of emergency conditions from the Borough or the police department within one hour. The owner or manager shall respond to any notification from the Borough of a non-emergency nature within 24 hours.

§290-5. Exemption from licensing requirements.

A. All property owned by the county or any housing authority created by the county which is inspected annually by those agencies to assess conformance with federal standards, or properties that are inspected annually for compliance with the requirements of the United States Department of Housing and Urban Development or the Pennsylvania Housing Finance Agency, regardless of the occupants, shall be exempt from the licensing provisions of this article.

B. The licensing provisions of this article shall not apply to hospitals, hotel units or dormitories, fraternity houses and sorority houses on the Millersville University campus on lands owned by the Commonwealth of Pennsylvania, State System of Higher Education, Millersville State University, or the General State Authority. All student resident structures located on land which is not owned by the Commonwealth of Pennsylvania, State System of Higher Education, Millersville State University, or the General State Authority are subject to all requirements of this article.

C. If, in response to a complaint, an exempt unit is found to be in violation of a code, the owner and, if applicable, the manager shall correct the violation(s) within the time frame cited by the Code Enforcement Officer. If the violation(s) is/are not corrected, the unit shall lose its exemption until the violation(s) is/are corrected. If three verified complaints are received in any twelve-month period, the unit shall lose its exemption from the requirement to obtain a license for a period of five years.

D. All occupants of residential rental units, whether or not the residential rental unit is exempt from the licensing requirements of this article, shall be subject to the provisions of §§ 290-6 and 290-7.

§290-6. Duties of occupants.

Each occupant of a residential rental unit shall have the following duties:

A. Comply with all obligations of this article and all applicable codes and Borough ordinances, as well as all state laws and regulations.

B. Conduct himself/herself and require other persons, including but not limited to guests on the premises and within their residential rental unit with their consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others and that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by people occupying the same.

C. Not engage in, nor tolerate, nor permit others on the premises to cause damage to the residential rental unit or engage in disruptive conduct or other violations of this article, codes, Borough ordinances, or applicable state laws.

D. Use the trash and recyclable collection services provided by the owner.

E. Use the residential rental unit for no purpose other than as a residence.

F. Maintain the residential rental unit in a manner meeting all requirements for occupants of structures set forth in the Property Maintenance Code and this article. An occupant shall not remove or tamper with required safety features including, but not limited to, smoke detectors, fire extinguishers, and/or carbon monoxide detectors.

G. Allow the Code Enforcement Officer to inspect the residential rental unit in accordance

with this article at reasonable times.

H. Not allow any persons other than those identified on the lease to reside in the residential rental unit.

I. Not allow the residential rental unit to be occupied by more than one family. For the purposes of this subsection, a "family" shall be considered to be a family as that term is defined in the Zoning Ordinance.

J. Not permit the possession of, serving to or consumption of alcohol by underage persons.

K. Ensure that the maximum number of persons permitted in the residential rental unit at any time shall not exceed one person for each 40 square feet of habitable floor space in the residential rental unit. Ensure that the maximum number of persons permitted in the common areas of any multiunit building containing residential rental units shall not exceed one person for each 15 square feet of common area on the premises.

L. Report unsafe conditions to the Code Enforcement Officer.

§290-7. Disruptive conduct.

A. Police officers or the Code Enforcement Officer shall investigate alleged incidents of disruptive conduct. The police officer or Code Enforcement Officer conducting the investigation shall complete a disruptive conduct report upon a finding that the reported incident constitutes disruptive conduct. The information filed in the disruptive conduct report shall include, if possible, the identity of the alleged perpetrator(s) of the disruptive conduct and the identity of all tenants listed on the lease for the residential rental unit, whether each such tenant is present at the time of the disruptive conduct or is not present at that time. The information shall also set forth the factual basis of the disruptive conduct described in the disruptive conduct report. A copy of the disruptive conduct report shall be given or mailed to the occupant, the owner, and, if applicable, the manager within 10 working days of the occurrence of the alleged disruptive conduct.

B. The occupant or the owner and, if applicable, the manager shall have 10 working days from the date of a disruptive conduct report to appeal the disruptive conduct report. The appeal shall be made in writing and submitted to the Code Enforcement Officer.

C. If the disruptive conduct report is not appealed or upheld after an appeal, the names of the people cited for the disruptive conduct will be placed on a list, stating the date of the offense, nature of the offense and location of the offense. This list shall be maintained by both the Police Department and the Code Enforcement Officer. The information on this list shall be made available to the general public when requested.

D. After three disruptive conduct incidents in any twelve-month period by an occupant documented by disruptive conduct reports, the owner and, if applicable, the manager shall have 10 working days from the date of the third disruptive conduct report to begin eviction proceedings against the occupants. Failure to take such action will result in the immediate

revocation of the residential rental license. The filing of an eviction action without active prosecution of such action does not constitute compliance with this article. The owner or the manager, as applicable, must appear at the hearing before the magisterial district judge and prosecute the eviction action.

E. The residential rental unit involved shall not have its residential rental license reinstated until the reinstatement fee is paid and the disruptive occupants have been evicted, the magisterial district judge has ruled in the occupant's favor, the magisterial district judge has ruled in the owner's favor but has not ordered the eviction of the occupant(s), or the occupants have filed an appeal to a higher court or declared bankruptcy, thereby preventing their eviction. The disruptive occupants, upon eviction, shall not reoccupy any residential rental unit on the same premises involved or another owned by the same owner for a period of at least one year from the date of eviction. This subsection is not intended to limit or inhibit the owner's and, if applicable, the manager's right to initiate eviction actions prior to the issuance of the third disruptive conduct report in a twelve-month period. When an eviction occurs, the tenant's name will also be added to the list in §290-6.C.

F. The disruptive conduct report shall count against all occupants of the residential rental unit. More than one disruptive conduct report filed against the occupants of a residential rental unit in a twenty-four-hour period shall count as a single disruptive conduct report for the purpose of §290-6.E. The Code Enforcement Officer shall maintain a list of the names of all occupants evicted as a result of §290-6.E. The names shall remain on the list for a period of three years.

§290-8. Residential rental unit licensing.

A. The manager of each residential rental unit shall apply for and obtain an annual residential rental license for each residential rental unit. A residential rental unit license shall be valid for a period of one calendar year from the date of issuance. The Borough, as a courtesy, may forward a notice that a residential rental license will expire and must be renewed, but the failure of the Borough to send such notice or the failure of the manager to receive such notice shall not excuse the manager of a residential rental unit from making an application to obtain and/or renew a residential rental unit license.

B. The Code Enforcement Officer shall issue a residential rental license if the owner provides the name, address, phone number, and email address of the owner, and of a manager (if applicable), pays the registration fee, submits a complete and accurate occupant listing including names of all adult tenants and the number of minors occupying the residential rental unit for the residential rental unit and is current on real estate taxes, sewer rates and trash collection fees for the residential rental unit. The Code Enforcement Officer shall not issue the first rental license for a residential rental unit until the Code Enforcement Officer has inspected the residential rental unit and determined that it is in compliance with this article or the owner has provided an approved inspector report which certifies that the residential rental unit is in compliance with this article. When a landowner files an application to renew a rental license for a residential rental license, the Code Enforcement Officer shall confirm the date of the last regularly scheduled inspection and, if such date is more than 24 months prior to the expiration of the current rental license, the Code

Enforcement Officer shall not issue a renewal rental license until the Code Enforcement Officer has inspected the residential rental unit and determined that it is in compliance with the requirements of this article or the owner has provided an approved inspector report which certifies that the residential rental unit is in compliance with this article.

C. No residential rental license shall be renewed until the owner has submitted a complete registration form for that unit, all rental permit registrations fees have been paid, all fines and costs of nuisance abatement, as described in the Property Maintenance Code, if any, have been paid, and has paid or ensured payment of all real estate taxes, sewer rates, and trash collection fees. If an inspection of the residential rental unit is required under the systematic schedule of inspection, the Code Enforcement Officer shall not renew the residential rental license until the rental unit has passed inspection by the Code Enforcement Officer or the owner has submitted an approved inspector report demonstrating compliance with this article.

D. The Code Enforcement Officer shall deny and may revoke a residential rental license if the owner does not provide the name, address phone number, and email address of the owner or manager (if applicable), does not pay the annual registration fee, is not current on real estate taxes, sewer rates or trash collection fees for the residential rental unit, does not submit a complete and accurate occupant listing for the residential rental unit with the application for renewal of the residential rental unit license or within one month after a change in the identity of the occupants of the residential rental unit, does not correct a code violation within the time frame cited by the Code Enforcement Officer, has not completed or passed all required inspections, and/or has not complied with the disruptive conduct provisions of this article.

E. The Code Enforcement Officer shall deny and may revoke a residential rental license if the following occur within the licensed residential rental unit or on the premises:

(1) Failure to abate any violation of the Property Maintenance Code within the time specified in the notice of violation, unless an appeal is pending.

(2) Failure to take action to evict occupants of a residential rental unit (including appearing at the hearing before the magisterial district judge and prosecuting the eviction action) when the disruptive conduct provisions of this article require such action.

(3) Occurrence of three violations of this article and/or of any other Borough codes or ordinances that apply to the residential rental unit or premises during the term of the license. Before an occurrence may be considered a violation, there must be either a summary conviction or the Code Enforcement Officer must send the owner a written notice of the violation within 30 days of the incident, and the period for the owner to file an appeal from the determination of the Code Enforcement Officer must have expired.

F. The Code Enforcement Officer shall forward written notice to the owner if the Code Enforcement Officer will deny, refuse to renew or revoke a residential rental license. The

notification shall identify the residential rental unit; the grounds for the denial, nonrenewal or revocation, including the factual circumstances and the section of this article supporting such determination; and informing the owner of the right to appeal the denial, nonrenewal or revocation of the residential rental license to the Borough Council under this article.

G. The Code Enforcement Officer may reinstate a residential rental license if the owner or manager corrects the reason for the revocation of the residential rental license and has paid the residential rental license reinstatement fee.

§290-9. Inspection of units.

Prior to initial occupancy of newly constructed residential rental units, newly created residential rental units, or substantially rehabilitated residential rental units (as documented by a certificate of occupancy), the owner or manager shall register with and make written application to the Code Enforcement Officer for a residential rental license as herein provided.

A. The Code Enforcement Officer shall conduct an initial inspection prior to issuing the first residential rental license for a residential rental unit. A minimum of 30 days' written notice shall be given for all initial inspections. In the alternative, the owner may submit an approved inspector report certifying that the residential rental unit meets all requirements of this article. The Code Enforcement Office shall not issue the initial residential rental license until the owner has satisfied this requirement.

B. The Code Enforcement Officer shall inspect residential rental units after completion of the initial inspections under this article in accordance with a systematic program. In the alternative, the owner may, within 30 days after notice that an inspection is due, provide an approved inspection report demonstrating compliance with this article. The Code Enforcement Officer may also inspect residential rental units upon a change in occupancy of the residential rental unit, upon receipt of complaints, upon the occurrence of disruptive conduct at such residential rental unit, upon numerous Property Maintenance Code violations, or for any other reasonable individualized cause. If the Code Enforcement Officer is unable to conduct an inspection, it will result in denial or revocation of the owner's residential rental license. Inspections shall be conducted in accordance with all provisions of the United States and Pennsylvania Constitutions.

C. If the Code Enforcement Officer, upon completion of the inspection, finds that the applicable codes have not been met, the Code Enforcement Officer shall issue notices and, if appropriate, commence enforcement actions under the procedure set forth in the code which has been violated. The following notices shall be issued to the owner of the residential rental unit or the manager. Notice provided to a manager shall be deemed notice provided to the owner.

(1) If the Code Enforcement Officer finds violations warranting condemnation of the residential rental unit under the Property Maintenance Code in addition to the remedies under the Property Maintenance Code, the Code Enforcement Officer shall:

(a) Issue a ten-day notice of violation; and

(b) If, after 10 days from the date of the ten-day notice of violation, a reinspection reveals that the violations are not corrected and arrangements satisfactory to the Code Enforcement Officer have not been made, the residential rental license for the residential rental unit shall be revoked; and if the residential rental unit is vacant, it shall remain vacant.

(2) If the Code Enforcement Officer finds violations not warranting condemnation of the residential rental unit under the Property Maintenance Code, the Code Enforcement Officer shall issue a thirty-day notice of violation.

(a) If, after 30 days from the date of the thirty-day notice of violation, the first reinspection reveals that all violations have not been corrected, a thirty-day legal action warning shall be issued.

(b) If, after 30 days from the date of the thirty-day legal action warning, the second reinspection reveals that all violations have not been corrected, the Code Enforcement Officer shall revoke the residential rental license for the residential rental unit; and if the residential rental unit is vacant, it shall remain vacant.

(c) The Code Enforcement Officer shall maintain a list of all residential rental units and their ownership that have been the subject of prosecution during the preceding five years.

D. A fee will be charged for the initial inspection, for each reinspection, and for each scheduled inspection when no person is available to allow the Code Enforcement Officer to enter the residential rental unit.

§290-10. Sale or transfer of units.

A residential rental license shall not be transferred. In the case of licensed residential rental units that are sold or transferred, the new owner shall seek a residential rental license for each residential rental unit and have each residential rental unit inspected. Failure to seek a residential rental license for each residential rental unit within 60 days of the date of sale or transfer of ownership shall result in the revocation of the residential rental license.

§290-11. Appeals.

A. Any appeal from any decision of the Code Enforcement Officer shall be taken to the Borough Council. Such appeal shall be made in writing within 10 working days after the decision of the Code Enforcement Officer. The appeal shall be verified by affidavit, shall state the grounds therefor, and shall be filed with the Borough Secretary. The appeal shall be accompanied by the appeal fee, which shall be established by ordinance or resolution of Borough Council. The appellant or his representative shall have the right to appear and be heard, if such right is requested in the written appeal. Borough Council shall make a

prompt decision on such appeal which shall be in writing, copies of which shall be provided to the Code Enforcement Officer and the appellant.

B. Any person aggrieved by any decision of a police officer or the Code Enforcement Officer in regard to a disruptive conduct report or the revocation of a residential rental license may appeal to the Borough Council. Any appeal from a disruptive conduct report or the revocation of a residential rental license shall be filed, in writing, within ten working days from the date of the disruptive conduct report or notice of revocation and must meet all requirements of § 290-11A. Borough Council shall hold the hearing on an appeal from a disruptive conduct report or revocation of a residential rental license, if a hearing is requested in the written appeal. Borough Council shall render a final decision on the appeal.

§290-12. Violations and penalties.

A. Violations. It shall be a violation of this article to commit or to permit any other person to commit any of the following acts:

(1) To lease, let, or allow the occupancy of a residential rental unit without obtaining a residential rental license where required by this article.

(2) To refuse to permit inspections required under this article for a residential rental unit or provide required approved inspector reports.

(3) To fail to perform the duties established by § 290-4 if such person is an owner or a manager of a residential rental unit.

(4) To fail to perform the duties established by § 290-6 if such person is an occupant of a residential rental unit.

(5) To place false information on or to omit relevant information from an application for a residential rental license or an approved inspector report.

(6) To fail to comply with any other provision of this article.

B. Penalties and remedies.

(1) Allowing occupancy of a residential rental unit after the residential rental license has been revoked: a fine of not less than $500 nor more than $1,000 per residential rental unit for each month the violation exists. Each month the violation exists constitutes a separate violation.

(2) Failure to seek a rental license: There shall be a fine of not less than $500 nor more than $1,000 per residential rental unit for each month that the violation exists. Each month that the violation exists constitutes a separate violation.

(3) Whoever violates any other provision of this article shall, upon a first offense, be fined no less than $100 nor more than $1,000 and for any subsequent offense a fine

of not less than $500 nor more than $1,000.

(4) In addition to prosecution of persons violating thisarticle, the Code Enforcement Officer, or any duly authorized agent of the Borough, may take such civil or equitable remedies, in any court of record of the Commonwealth of Pennsylvania, against any person or property, real or personal, to effect the provisions of this article.

(5) The provisions of this section and the provisions of this article governing revocation, suspension or nonrenewal of residential rental licenses shall be independent, nonmutually exclusive, separate remedies, all of which shall be available to the Borough as may be deemed appropriate. The remedies and procedures in this article are not intended to supplant or replace, to any degree, the remedies provided to the Borough in the Property Maintenance Code, Zoning Ordinance, or any other code.

(6) Any person found guilty of violating this article may be assessed court costs and reasonable attorneys' fees incurred by the Borough in enforcement proceedings.

Section 2. All other sections, parts and provisions of the Millersville Borough Code of Ordinances shall remain in full force and effect as previously enacted and amended.

Section 3. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such invalidity, illegality or unconstitutionality shall not affect or impair the remaining provisions, sections, sentences, clauses or parts of this Ordinance, it being the intent of Borough Council that the remainder of the Ordinance shall be and shall remain in full force and effect.

Section 4. This Ordinance shall take effect and be in force from and after its enactment as provided by law.

DULY ORDAINED AND ENACTED this _____ day of _____, 2026, by Borough Council of the Borough of Millersville, Lancaster County, Pennsylvania, in lawful session duly assembled.

BOROUGH OF MILLERSVILLE
Lancaster County, Pennsylvania

Attest:_____
(Assistant) Secretary

By:_____
(Vice) President
Borough Council

[BOROUGH SEAL]

Examined and approved as an Ordinance this _____ day of _____, 2026.

By:_____
Mayor

ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

This Addendum to Residential Rental Agreement is made this _____ day of _____ and is incorporated into and shall be deemed and amend and supplement the Residential Rental Agreement made by the undersigned Tenant and Landlord, their heirs, successors and assigns, dated _____.

The Residential Rental Agreement and this Addendum pertain to the premises described in said agreement and located at _____.
This Addendum is required by Section 290-4.D of Chapter 290, Rental Property, Article 1, Residential Rental Units, of the Code of Ordinances of the Borough of Millersville.

Additional Covenants and Obligations

In addition to the covenants and obligations set forth in the aforementioned Residential 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 Millersville and all applicable state laws and shall keep the leased Premises in good and save condition.

2. The manager for the leased premises shall be as follows:

_____
Name

_____
Address

_____
Telephone Number

3. 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:

_____

_____

4. The Landlord shall promptly respond to reasonable complaints and inquiries from the Tenant.

5. The Landlord shall comply with all applicable provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.

EXHIBIT A

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

1. Tenant shall comply with all applicable Codes and Ordinances of the Borough of Millersville and all applicable state laws.

2. Tenant agrees that the maximum number of persons permitted within the regulated rental unit at any time shall be _____and the maximum number of persons permitted within the common areas of the leased premises at any time shall be _____.

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 Millersville's 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 cause, nor permit nor tolerate to be caused, damage to the leased premises, except for ordinary wear and tear.

7. Tenant shall not engage in, nor tolerate nor permit others on the leased premises to engage in "disruptive conduct" which is defined as follows:

> DISRUPTIVE CONDUCT — Any act by an occupant of a residential rental unit or by a person present at a residential rental unit involving public drunkenness, consumption of an alcoholic beverage in public, public urination or defecation, the unlawful deposit of trash or litter on public or private property, damage to or destruction of public or private property, the obstruction of public roads, streets, highways or sidewalks, interference with emergency or police services, unreasonable noise as defined by Chapter 257, Noise, of the Code, use of profane or obscene language or gestures, indecent exposure, fighting or quarreling, or any other act defined as "disorderly conduct" in the Pennsylvania Crimes Code or any act prohibited in Chapter 114, Alcoholic Beverages, Chapter 154, Curfew, Chapter 173, Firearms, Chapter 257, Noise, or Chapter, 278, Public Property, of the Borough Code of Ordinances or which otherwise injures or endangers the health, safety or welfare of the residents of the Borough residing in the neighborhood or vicinity of the gathering. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense nor 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 Enforcement

Officer or a police officer shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrences. The occupant and the owner and, if applicable, the manager shall be notified of any such occurrences, in writing.

8. Tenant acknowledges and agrees that this tenancy is subject to the provisions of Article I of Chapter 290, Rental Property, of the Code of Ordinances of the Borough of Millersville and that the issuance by the Code Enforcement Officer and/or a Police Officer of the Borough of Millersville of three (3) disruptive conduct reports in any twelve (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.

Witness:

_____	_____
	Landlord
_____	_____
	Tenant
_____	_____
	Tenant
_____	_____
	Tenant