

ORDINANCE NO. 11-02

BOROUGH OF TARENTUM

AN ORDINANCE PROVIDING FOR THE REASONABLE REGULATION OF APARTMENT DWELLINGS IN THE BOROUGH OF TARENTUM; PROVIDING FOR COMPULSORY LEASEHOLD PROVISIONS; APPOINTMENT OF MANAGER; PROVIDING FOR PENALTIES; EFFECTIVE DATE:

WHEREAS, complaints have been made to Council of the Borough of Tarentum of unruly and disruptive conduct in rental units in the Borough; and

WHEREAS, Borough Council desires to take steps to remedy this problem; and

WHEREAS, this Ordinance is enacted pursuant to the Borough Code and the Municipalities Planning Act.

NOW THEREFORE, it is hereby Ordained as follows:

I. GENERAL

A. Purpose/Scope/Declaration of Policy and Findings.

It is the purpose of this Ordinance and the policy of the Council of the Borough of Tarentum, in order to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of Owners and Occupants relating to the rental of certain dwelling units in the Borough of Tarentum and to encourage Owners and Occupants to maintain and improve the quality of rental housing within the community. It is also the policy of the Borough that Owners, Managers and Occupants share responsibilities to obey the various Codes adopted to protect and promote public health, safety and welfare. As means to those ends, this Ordinance provides for a system of inspections; issuances of occupancy permits and registrations; and sets penalties for violations. This Ordinance shall be liberally construed and applied to promote its purposes and policies.

In considering the adoption of this Ordinance, the Borough of Tarentum makes the following findings:

1. There is a greater incidence of violations of various Codes of the Borough at residential properties where Owners of rental property do not reside in the Borough than at Owner-occupied residential properties of family-occupied residential rental properties.
2. There is a greater incidence of problems with the maintenance and upkeep of residential properties where Owners do not reside in the Borough than at Owner-occupied residential properties of family-occupied residential rental properties.
3. There is a greater incidence of disturbances which adversely affect the peace and quiet of the neighborhood at residential properties where Owners do not reside in the Borough than at Owner-occupied residential properties or family-occupied residential rental properties.

B. Definitions

1. Code – Any CODE or Ordinance adopted, enacted, and/or in effect in and for the Borough of Tarentum concerning fitness for habitation or the construction, maintenance, operation, occupancy, use of appearance of any PREMISES or DWELLING UNIT. Included within, but not limited by, this definition are the following which are in effect as of the date of enactment of this Ordinance: BOCA Basic Building Code; International Property Maintenance Code; BOCA Basic Fire Prevention Code; National Electric Code; Floodplain Management Ordinance; Weed and Vegetation Control Ordinance; Sidewalk Maintenance and Ice Removal Ordinance; Zoning Ordinance; and any duly enacted amendment or supplement to any of the above and any new enactment falling within this definition.
2. Code Enforcement Officer – The duly appointed CODE ENFORCEMENT OFFICER(S) having charge of the office of the Code Enforcement of the Borough of Tarentum, any assistants or deputies thereof.
3. Common Area – In MULTIPLE UNIT DWELLINGS, space which is not part of a

REGULATED RENTAL UNIT and which is shared with other OCCUPANTS of the DWELLING whether they reside in REGULATED DWELLING UNITS or not. COMMON AREAS shall be considered as part of the PREMISES for purposes of this Ordinance.

4. Disruptive Conduct – Any form of conduct, action, incident or behavior perpetrated, caused or permitted, by an OCCUPANT or visitor of a REGULATED DWELLING UNIT that is so loud, untimely (as to the hour of the day), offensive, riotous, or that otherwise disturbs other PERSONS of reasonable sensibility in their peaceful enjoyment of their PREMISES such that a report is made to POLICE and/or to the CODE ENFORCEMENT OFFICER complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or behavior constitutes a criminal offense, or that criminal charges be filed against any person in order for a 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 the CODE ENFORCEMENT OFFICER or POLICE shall investigate and make a determination that such did occur, and keep written records, including a DISRUPTIVE CONDUCT REPORT, of such occurrence.

5. Disruptive Conduct Report – A written report of DISRUPTIVE CONDUCT on a form to be prescribed therefore, to be completed by the CODE ENFORCEMENT OFFICER or POLICE, as the case may be, who actually investigates an alleged incident of DISRUPTIVE CONDUCT and which shall be maintained by the CODE ENFORCEMENT OFFICER.

6. Dwelling – a building having one or more DWELLING UNITS.

7. Dwelling Unit – A room or group of rooms within a DWELLING and forming a single unit and used for living and sleeping purposes, having its own cooking facilities and a bathroom with a toilet and a bathtub or shower.

8. Guest – a PERSON on the PREMISES with the actual or implied consent of an OCCUPANT.

9. Landlord – One or more PERSONS, jointly or severally, in who is vested all or part of the legal title to the PREMISES, or all or part of the beneficial ownership and a right to present use and enjoyment of the PREMISES, including a mortgage holder in possession of a REGULATED RENTAL UNIT. (Same as OWNER).

10. Manager – An adult individual designated by the OWNER of a REGULATED RENTAL UNIT under Article II, Section B. The MANAGER shall be the agent of the OWNER for service of process and receiving notices or demands and to perform the obligation of the OWNER under this Ordinance and under RENTAL AGREEMENTS with OCCUPANTS.

11. Multiple – Unit – Dwellings – A Building containing two (2) or more independent DWELLING UNITS, including, but not limited to, double houses, row houses, town houses, condominiums, apartment houses, and conversion apartments.

12. Occupant – An individual who resides in a REGULATED RENTAL UNIT, whether or not he or she is the OWNER thereof, with whom a legal relationship with the OWNER/LANDLORD is established by a written lease or by the laws of the Commonwealth of Pennsylvania.

13. Owner – One or more PERSONS, jointly or severally, in whom is vested all or part of the legal title to the PREMISES, or all or part of the beneficial Ownership and a right to present use and enjoyment of the PREMISES, including a mortgage holder in possession of a REGULATED RENTAL UNIT.

14. Owner-Occupied Dwelling Unit – A DWELLING UNIT in which the OWNER resides on a regular, permanent basis.

15. Person – a natural PERSON, partnership, corporation, unincorporation association, limited partnership, trust, or any other entity.

16. Police – The POLICE Department of the Borough of Tarentum or any properly

authorized member or officer thereof or any other law enforcement agency having jurisdiction within the Borough of Tarentum.

17. Premises – Any parcel or real property in the Borough, including the land and all buildings and appurtenant structures or appurtenant elements, upon which one or more REGULATED RENTAL UNITS is located.

18. Regulated Rental Unit – A DWELLING UNIT occupied by any PERSON under a RENTAL AGREEMENT.

19. Rental Agreement – A written agreement between OWNER/LANDLORD and OCCUPANT/TENANT supplemented by the Addendum required under Article II. Section E of this Ordinance, embodying the terms and conditions concerning the use and occupancy of a specified REGULATED RENTAL UNIT or PREMISES.

20. Tenant – An individual who resides in a REGULATED RENTAL UNIT, whether or not he or she is the OWNER thereof with whom a legal relationship with the OWNER/LANDLORD is established by a written lease or by the laws of the Commonwealth of Pennsylvania (Same as OCCUPANT).

21. Borough – The Borough of Tarentum, Allegheny County, Pennsylvania.

II. OWNER'S DUTIES

A. General

It shall be the duty of every OWNER to keep and maintain all REGULATED RENTAL UNITS in compliance with all applicable CODES and provisions of all other applicable state laws and regulations and local ordinances, and to keep such property in good and safe condition.

As provided for in this Ordinance, every OWNER shall be responsible for regulating the proper and lawful use and maintenance of every DWELLING which he, she or it owns. As

provided for in this Ordinance, every OWNER shall also be responsible for regulating the conduct and activities of the OCCUPANTS of every REGULATED RENTAL UNIT which he, she or it owns in the Borough, which conduct or activity takes place at such REGULATED RENTAL UNIT or its PREMISES.

In order to achieve those ends, every OWNER of a REGULAR RENTAL UNIT shall regulate the conduct and activity of the OCCUPANTS thereof, both contractually and through enforcement, as more fully set forth below.

This section shall not be construed as diminishing or relieving, in any way, the responsibility of OCCUPANTS or their GUESTS for their conduct or activity; nor shall it be construed as an assignment, transfer, or projection over or onto any OWNER of any responsibility or liability which OCCUPANTS or their GUESTS may have as a result of their conduct or activity under a private cause of action, civil or criminal enforcement proceeding, or criminal law; nor shall this section be construed so as to require an OWNER to indemnify or defend OCCUPANTS or their GUESTS when any such action or proceeding is brought against the OCCUPANT based upon the OCCUPANT'S conduct or activity. Nothing herein is intended to impose any additional civil/criminal liability upon OWNERS other than that which is imposed by existing law.

This Ordinance is not intended, nor shall its effect be, to limit any other enforcement remedies which may be available to the Borough against an OWNER, OCCUPANT, or GUEST thereof.

B. Designation of Manager:

Every OWNER who is not a full-time resident of the Borough of Tarentum, or a resident elsewhere within fifteen (15) miles from Tarentum shall designate a MANAGER who shall reside within fifteen (15) miles of the Borough of Tarentum. If the OWNER is a corporation, a MANAGER shall be required if any officer of the corporation does not reside within the aforesaid distance. The officer shall perform the same function as a manager. If the OWNER is a partnership, a MANAGER shall be required if a partner does not reside in the aforesaid distance. Said partner shall perform the same function as a MANAGER. The MANAGER shall

be the agent of the OWNER for service of process and receiving notices and demands, as well as for performing the obligations of the OWNER under this Ordinance and under RENTAL AGREEMENTS with OCCUPANTS. The identity, address and telephone number(s) of a PERSON who is designated as MANAGER hereunder shall be provided by OWNER or MANAGER to the Borough, and such information shall be kept current and updated as it changes.

C. Disclosure.

The OWNER or MANAGER shall disclose to the OCCUPANT in writing on or before the commencement of the tenancy:

- a. The name, address and telephone numbers of the MANAGER, if applicable; and
- b. The name, address and telephone number of the OWNER of the PREMISES.

D. Maintenance of Premises.

1. The OWNER shall maintain the PREMISES in compliance with the applicable CODES of the Borough and shall regularly perform all routine maintenance, including lawn mowing and ice and snow removal, and shall promptly make any and all repairs necessary to fulfill this obligation.

2. The OWNER and OCCUPANT may agree that the OCCUPANT is to perform specified repairs, maintenance tasks, alterations, or remodeling. In such case, however, such agreement between the OWNER and OCCUPANT must be in writing. Such an agreement may be entered into between the OWNER and OCCUPANT only if:

- a. The agreement of the parties is entered into a good faith and not for the purpose of evading the obligations of the OWNER or OCCUPANT; and
- b. The agreement does not diminish or affect the obligation of the OWNER to other OCCUPANTS in the PREMISES.

3. In no case shall the existence of any agreement between OWNER and OCCUPANT

relieve any OWNER of any responsibility under this Ordinance or other ordinances or codes for maintenance of PREMISES.

E. Written Rental Agreement.

1. All RENTAL AGREEMENTS for REGULATING DWELLING UNITS shall be in writing and shall be supplemented with the Addendum attached hereto as Appendix A. Oral leases and oral modifications thereof are to be memorialized in writing for the Code Enforcement Officer. All disclosures and information required to be given to OCCUPANTS by the OWNER shall be furnished before the signing of the RENTAL AGREEMENT. The OWNER shall provide OCCUPANT with copies of the RENTAL AGREEMENT and Addendum upon execution. OWNER shall further secure a written acknowledgement from the OCCUPANTS that they have received the disclosures and information required by this Ordinance.

2. Terms and Conditions. OWNER and OCCUPANT may include in a RENTAL AGREEMENT terms and conditions not prohibited by this Ordinances or other applicable ordinances, regulations, and laws, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

3. Prohibited Provisions. Except as otherwise provided by this Ordinance, no RENTAL AGREEMENT may provide that the OCCUPANT or OWNER agrees to waive or to forego rights or remedies under this Ordinance. A provision prohibited by this subsection included in a RENTAL AGREEMENT shall be unenforceable.

4. Upon oral or written request by the POLICE or CODE ENFORCEMENT OFFICER, the OWNER shall within ten (10) days of such request furnish to the Borough copies of acknowledgement that the OCCUPANTS have received the disclosures and information required to be given and acknowledged as required by this Ordinance.

5. Upon oral or written request by the POLICE or CODE ENFORCEMENT OFFICER,

the OWNER shall within ten (10) days of such request furnish to the Borough for inspection purposes, copies of the leases the OWNER has entered into for REGULATED RENTAL UNITS.

F. Complaints.

The OWNER shall reply promptly to reasonable complaints and inquiries from OCCUPANTS.

G. Landlord/Tenant Act.

The OWNER shall comply with all provisions of the LANDLORD-TENANT ACT of the Commonwealth of Pennsylvania.

H. Common Areas.

Where an OWNER does not regulate the use of COMMON AREAS and the behavior of OCCUPANTS and GUESTS in the COMMON AREAS, the OWNER shall be directly responsible for the behavior of OCCUPANTS and GUESTS in the COMMON AREA as if the OWNER were an OCCUPANT.

I. Enforcement.

1. Within ten (10) days after receipt of written notice from the CODE ENFORCEMENT OFFICER that an OCCUPANT of a REGULATED RENTAL UNIT has violated a provision of this Ordinance, the OWNER shall take immediate steps to remedy the violation and take steps to assure that there is not a reoccurrence of the violation.

2. Within twenty (20) days after receipt of a notice of violation, the OWNER shall file with the CODE ENFORCEMENT OFFICER a report, on a form provided by the Borough, setting forth what action the OWNER has taken to remedy the violation and what steps he or she has taken to prevent a reoccurrence of the violation. The report shall also set forth a plan as to steps the OWNER will take in the future if the violation recurs.

3. The CODE ENFORCEMENT OFFICER shall review the report and, if adequate steps

have been taken and the plan is adequate to address the future violations, shall approve the plan. The OWNER shall, on his or her initiative, enforce the plan and failure to do so shall be a violation of this Ordinance.

4. In the event that a second violation occurs within a license year involving the same OCCUPANT or OCCUPANTS, the CODE ENFORCEMENT OFFICER may direct the OWNER to evict the OCCUPANTS who violated this Ordinance and to not permit the OCCUPANT to occupy the PREMISES.

5. If an OCCUPANT has been evicted from a REGULATED UNIT pursuant this Ordinance, he or she shall not be eligible to rent any other REGULATED UNIT within the Borough of Tarentum.

J. Code Violations.

Upon receiving notice of any code violation from the CODE ENFORCEMENT OFFICER, the OWNER shall promptly take action, or cause the necessary action to be taken, to abate the offending condition and eliminate the violation.

K. Borough Can Make Repairs.

In case the OWNER of PREMISES shall neglect, fail or refuse to comply with any notice from the Borough of its CODE ENFORCEMENT OFFICER to correct a violation relating to maintenance and repair of the PREMISES under any CODE within the period of time stated in such notice, the Borough may cause the violation to be corrected. There shall be imposed upon the OWNER a charge of the actual costs involved, plus ten percent (10%) of said costs for each time the Borough shall cause a violation to be corrected; and the OWNER of the PREMISES shall be billed after same as been completed. Any such bill which remains unpaid and outstanding after this time specified therein for payment shall be grounds for the imposition of a municipal lien upon the PREMISES as provided by law. Such a lien may be reduced to judgment and enforced and collected as provided by law, together with interest at the legal rate and court costs. The remedies provided by this paragraph are not exclusive and the Borough and its CODE ENFORCEMENT OFFICER may invoke such other remedies available under this

Ordinance or other applicable codes, ordinances or statutes, including, where appropriate, condemnation proceedings or declaration of PREMISES as unfit for habitation.

L. The OWNER shall permit inspections of any PREMISES by the CODE ENFORCEMENT OFFICER at reasonable times upon reasonable notice.

III. OCCUPANT DUTIES

A. General.

The OCCUPANT shall comply with all obligations imposed upon OCCUPANTS by this Ordinance, all applicable Codes and ordinances of the Borough and all applicable provisions of state law.

B. Health and Safety Regulations.

1. The maximum number of persons permitted in any REGULATED RENTAL UNIT at any time shall not exceed one (1) person for each fifty (50) square feet of habitable floor space in said REGULATED RENTAL UNIT. The maximum number of persons permitted in the COMMONS AREA of any MULTI-UNIT DWELLING at any time shall not exceed (1) person for each fifteen (15) square feet of COMMON AREA on the PREMISES.

2. The OCCUPANT shall dispose from his or her REGULATED RENTAL UNIT all rubbish, garbage and other waste in a clean and safe manner in compliance with Tarentum's Solid Waste Ordinance and all other applicable ordinances, laws and regulations.

C. Peaceful Enjoyment.

The OCCUPANT shall conduct himself or herself and require the other PERSONS, including, but not limited to, GUESTS on the PREMISES and within his or her REGULATED RENTAL UNIT with his or her 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 the PERSONS occupying the same.

D. Residential Use.

The OCCUPANT shall, unless otherwise permitted by applicable law or ordinance, occupy or use his or her REGULATED RENTAL UNIT for no other purpose than as a residence.

E. Illegal Activity

The OCCUPANT shall not engage in, nor tolerate nor permit others on the PREMISES to engage in any conduct declared illegal under the Pennsylvania Crimes Code (18 Pa.C.S.A. §101, et seq.) or Liquor Code (47 P.S. §1-101 et seq.), or the Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. §780-101 et seq.)

F. Disruptive Conduct.

1. The OCCUPANT shall not engage in, nor tolerate nor permit others on the PREMISES to engage in, DISRUPTIVE CONDUCT, or other violations of the Ordinance.

2. When POLICE or the CODE ENFORCEMENT OFFICER investigates an alleged incident of DISRUPTIVE CONDUCT, he or she shall complete a DISRUPTIVE CONDUCT REPORT upon a finding that the reported incident did, in his or her judgment, constitute "DISRUPTIVE CONDUCT" as defined herein. The information filled in a said report shall include, if possible, the identity or identities of the alleged perpetrator(s) of the DISRUPTIVE CONDUCT and all other obtainable information including the factual basis for the DISRUPTIVE CONDUCT requested on the prescribed form. Where the POLICE made such investigation, said POLICE officer shall then submit the completed DISRUPTIVE CONDUCT REPORT to the CODE ENFORCEMENT OFFICER, within seven (7) working days. In all cases, the CODE ENFORCEMENT OFFICER shall mail a copy of the DISRUPTIVE CONDUCT REPORT to the OWNER or MANAGER within ten (10) working days of the occurrence of the alleged DISRUPTIVE CONDUCT, whether this PERSON making the investigation on behalf of the Borough is the CODE ENFORCEMENT OFFICER or POLICE.

G. Compliance with Rental Agreement.

The OCCUPANT shall comply with all lawful provisions of the RENTAL

AGREEMENT entered into between OWNER and OCCUPANT. Failure to comply may result in the eviction of the OCCUPANT by the OWNER.

H. Damage to Premises.

The OCCUPANT shall not intentionally cause, nor permit nor tolerate others to cause, damage to the PREMISES. Conduct which results in damages in excess of Five Hundred Dollars (\$500.00) shall be considered of violation of this Ordinance.

I. Inspection of Premises.

The OCCUPANT shall permit inspections by the CODE ENFORCEMENT OFFICER of the PREMISES at reasonable times, upon reasonable notice.

IV. VIOLATIONS AND PENALTIES

A. Basis for Violation.

It shall be unlawful for any PERSON, as either OWNER or MANAGER of a REGULATED RENTAL UNIT, to allow the number of OCCUPANTS in a REGULATED RENTAL UNIT to exceed the maximum limit as set forth herein, or to violated any other provision of this Ordinance. IT SHALL BE UNLAWFUL FOR ANY OCCUPANT TO VIOLATE THIS ORDINANCE.

B. Penalties.

Any violation of this Ordinance shall constitute a summary offense punishable, upon conviction thereof by a District Justice, by a fine not to exceed Six Hundred Dollars (\$600.00) plus costs of prosecution or, in default of payment of such fines and costs, by a term of imprisonment not to exceed thirty (30) days. Each day of violation shall constitute a separate and distinct offence.

C. Non-exclusive Remedies.

The penalty provisions of this Article, suspensions and revocation procedures provided in this Ordinance shall be independent, on-mutually exclusive separate remedies, all of which shall be available to the Borough as may be deemed appropriate for carrying out the purposes of this

Ordinance. The remedies and procedures in this Ordinance for violation hereof are not intended to supplant or replace, to any degree, the remedies and procedures available to the Borough in the case of a violation of any other Code or ordinance of the Borough, whether or not such other Code or ordinance is referenced in this Ordinance and whether or not an ongoing violation of such other Code or ordinance is cited as the underlying ground for a finding of a violation of this Ordinance.

V. MISCELLANEOUS PROVISIONS

A. Notices.

1. For purposes of this Ordinance, any notice required hereunder to be given to a Manager shall be deemed as notice given to the OWNER.
2. There shall be a rebuttal presumption that any notice required to be given to the OWNER under this Ordinance shall have been received by such OWNER if the notice was given to the OWNER in the manner provided by this Ordinance.
3. A claimed lack of knowledge by the OWNER of any violation hereunder cited shall be no defense as long as all notices prerequisite to institution of such proceedings have been given and deemed received in accordance with the applicable provisions of this Ordinance.

B. Changes in Ownership Occupancy.

It shall be the duty of each OWNER of a REGULATED DWELLING UNIT to notify the CODE ENFORCEMENT OFFICER in writing of any change in Ownership of the PREMISES or of the number of REGULATED RENTAL UNITS on the PREMISES. It shall also be the duty of the OWNER to notify the CODE ENFORCEMENT OFFICER in writing of any increase in the number of OCCUPANTS in any REGULATED DWELLING UNIT or of the changing of a DWELLING UNIT from OWNER-OCCUPIED to non-owner-occupied, which thereby transforms the DWELLING into a REGULATED RENTAL UNIT for purposes of this Ordinance.

C. Owners Severally Responsible.

If any REGULATED RENTAL UNIT is owned by more than one PERSON, in any form

of joint tenancy, as a partnership, or otherwise, each PERSON shall be jointly and severally responsible for the duties imposed under the terms of this Ordinance, and shall be severally subject to prosecution for the violation of this Ordinance.

D. Severability.

If any provision of this Ordinance or the application thereof to any PERSON or circumstances is held invalid, such holding shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared severable.

E. Repealer.

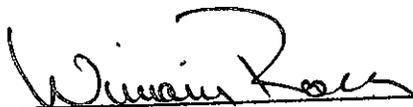
All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency. Any ordinance not inconsistent with this Ordinance on the same subject matter is to be read in pari materia.

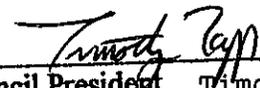
This Ordinance shall become effective on September 20, 2011.

ORDAINED into law this 19th day of September, 2011.

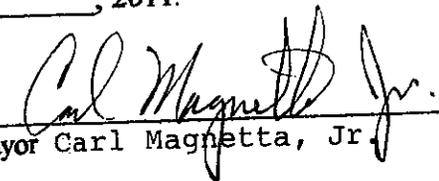
ATTEST:

BOROUGH OF TARENTUM


William Rossey, ~~Borough~~ Manager

By: 
Council President, Timothy Rapp

Approved by me this 19th day of September, 2011.


Mayor Carl Magnetta, Jr.

ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

This Addendum to Residential Rental Agreement is made this _____ day of _____, 2011, and is incorporated into and shall be deemed to 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 Article II, §E, of the Regulated Rental Unit Occupancy Ordinance of the Borough of Tarentum.

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 Tarentum and all applicable state laws and shall keep the leased premises in good and safe 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.

B. Tenant's Covenants and Obligations:

1. Tenant shall comply with all applicable Codes and Ordinances of the Borough of Tarentum 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 in compliance with Tarentum'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 permit others on the lease premises to engage in, "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a regulated dwelling unit that is so loud, untimely, offensive, riotous or that otherwise unreasonably disturbs other persons in their peaceful enjoyment of their premises" such that a report is made to the police and/or to the Code Enforcement Officer. It is not necessary that such conduct, action, incident or behavior constitutes a criminal offense to be considered disruptive conduct as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless the Code Enforcement Officer or police shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report of such occurrences.

8. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Regulated Rental Unit Occupancy Ordinance of the Borough of Tarentum and that the issuance by any municipal officer of the Borough of Tarentum of a Certified Noncompliance with said Ordinance 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;
- b. Bring an action to recover possession of the leased premises without abatement of rents paid including reasonable attorney's fees and costs;
- 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;
- 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

TENANT

WITNESS

TENANT

WITNESS

TENANT

WITNESS

TENANT

WITNESS

LANDLORD

WITNESS

LANDLORD