

**WHITEMARSH TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 1027

AN ORDINANCE OF WHITEMARSH TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, REPEALING THE EXISTING WHITEMARSH TOWNSHIP RESIDENTIAL RENTAL ORDINANCE AND REPLACING IT WITH A NEW RESIDENTIAL RENTAL ORDINANCE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on April 4, 1983, the Board of Supervisors of Whitemarsh Township enacted Ordinance No. 461 (Notification of Occupancy), which was amended on December 8, 1998 by Ordinance No. 565 and again amended on December 17, 2009 by Ordinance No. 886 (The Rental License and Inspection Code) which established criteria related to Inspections of Rental Properties and Rental License requirements within Whitemarsh Township; and

WHEREAS, the Board of Supervisors has identified a need to update and amend Ordinance No. 461, Ordinance No. 565, and Ordinance No. 886 all of which are identified within Chapter 94 of the Code of Ordinances of Whitemarsh Township; and

WHEREAS, the Pennsylvania Second-Class Township Code authorizes the Board of Supervisors to make and adopt Ordinances that are consistent with the Constitution and the laws of the Commonwealth that it deems necessary for the proper management and control of the Township and welfare and safety of the Township and its citizens; and

WHEREAS, the Board of Supervisors desires 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 properties in the Township and to encourage owners and occupants to maintain and improve the safety and quality of rental housing within the Township; and

WHEREAS, to accomplish such goals, the Board of Supervisors desires to provide for the registration, licensing, and inspection of residential rental properties to ensure said properties are in compliance with applicable Township-adopted building, property maintenance, and other codes and regulations; and

WHEREAS, the Board of Supervisors, after due consideration of the proposed ordinance at a duly advertised public meeting, has determined that the health, safety, and general welfare of the citizens and residents of the Township will be served by an amendment to the Whitemarsh Township Code;

NOW, THEREFORE, it is **ORDAINED** by the Board of Supervisors of Whitemarsh Township, and it is hereby **ENACTED** and **ORDAINED** by authority of same as follows:

I. Chapter 94 of the Code of Ordinances of Whitemarsh Township is amended in its entirety to read as follows:

Chapter 94 – Residential Rental License Requirements

§94-1. Purpose and Findings of Fact.

- A. The purpose of this Chapter shall be to protect and promote the public health, safety and welfare of the Township's citizens and emergency services responders, to establish rights and obligations of owners and occupants relating to residential rental properties in the Township and to encourage owners and occupants to maintain and improve the quality of life and quality of rental housing within the Township. To accomplish such goals, this Chapter provides for the systematic registration, licensing, and inspection of residential rental properties within the Township, and penalties, to ensure said properties comply with applicable Township-adopted building, property maintenance, fire, and other codes and regulations.
- B. In considering the adoption of this Chapter, the Township makes the following findings:
1. There is a growing concern in the community with the appearance and physical condition of many residential rental properties;
 2. There is a perception and appearance of 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;
 3. Violations of maintenance codes are generally less severe and more quickly corrected at owner-occupied properties as compared to renter-occupied residential rental properties;
 4. A residential rental inspection program can avoid life-threatening problems, such as lack of functioning smoke detectors, faulty mechanical equipment and inadequate or unsafe electrical equipment;
 5. Township residents who rent a home deserve the same protections as Township residents who own a home;
 6. The Township is concerned with the condition of a property when emergency services respond, and for the safety of such emergency responders and general safety of the occupants;
 7. The Township desires to account for the number of occupied residential rental units and properties to further the accountability and safety of the property occupants.

§ 94-2. Definitions.

The following words and phrases, as used in this article, shall have the meanings ascribed to them in this section, unless the context indicates a different meaning. Where terms are not defined in this section, such terms shall have ordinarily accepted meanings by use of definitions provided in the codes and standards as contained in the Code of the Township of Whitemarsh.

AGENT or REPRESENTATIVE — A person who shall have charge, care or control of any structure as owner, or agent of the property owner, or as executor, executrix, administrator, trustee or guardian of the estate of the property owner. Any such person representing the property owner shall be bound to comply with the provisions of this article to the same extent as if that person were the property owner.

APPLICANT — The property owner, buyer, or agent thereof, including but not limited to a realtor, broker, etc., whom shall have control, authority and responsibility for the orderly processing of any real property regulated by this article.

BUILDING — Any structure occupied or intended for supporting or sheltering any occupancy. For application of this article, each portion of a building, which is completely separated from other portions by firewalls complying with the Whitemarsh Township Building Code or completely detached from any other building shall be considered as a separate building.

BUILDING AND CODE DEPARTMENT — The Department of Building and Code of the Township of Whitemarsh charged with the enforcement of the Code of the Township As used in this article, the following terms shall have the meanings indicated:

LANDLORD — One who grants a lease or rents real estate to another for dwelling or commercial purposes.

PERSON — Any natural person, 18 years of age or older, partnership, association, firm or corporation. The singular shall include the plural, and the masculine shall include the feminine and the neuter.

RENTAL FACILITIES — Includes but is not limited to all single-family dwelling units, multiple-family units, apartments, townhouses, mobile home sites.

CHANGE OF OCCUPANT – A Change of Occupant occurs when there is a change in the identities of any person constituting the Occupant of the Dwelling Unit on the Residential Rental License or a change in the number of persons occupying the Dwelling Unit.

CODE – Any code or ordinance adopted, enacted and/or in effect in the Township of Whitemarsh concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any buildings, structures, and/or portions of lots of

ground or structures regulated by this article.

CODE ENFORCEMENT OFFICER — The person designated by the Township, charged with the administration and enforcement of this article.

COMMON AREA — Space which is not a part of the rental unit and which is shared with other occupants of a rental unit, whether they reside in the rental unit or not. Common areas shall be considered part of the premises for the purpose of this article.

DWELLING UNIT — A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

GUEST — A person on the premises of a regulated rental unit with the actual and implied consent of an occupant of said regulated rental unit.

MUNICIPAL ENFORCEMENT OFFICER — Any person and/or Organization duly appointed by the Municipality with the responsibility of enforcing this Ordinance.

MULTIPLE SINGLE-FAMILY DWELLING — A building or portion thereof that contains more than one dwelling units.

PROPERTY OWNER — Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the Commonwealth of Pennsylvania, County of Montgomery or Whitemarsh Township as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

REGULATED RENTAL UNIT/HABITABLE SPACE — Any improved structure or portion of a structure within the Township which is not an owner-occupied dwelling unit and or exempted by this article from needing a residential rental license. Regulated rental units include, but are not limited to the following: any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, rooming house, mobile home, mobile home park, mobile home space, recreational vehicle park, town home, single family detached dwelling or condominium and for which the owner and/or landlord receives any value or consideration, including but not limited to money, or the exchange of goods or services, regardless of the relationship between lessor and lessee. A college fraternity or sorority used for residential purposes shall be considered regulated rental units unless it is within a dormitory that is owned by a college. "Regulated rental unit" shall include both long-term and short-term regulated rental units.

LONG-TERM REGULATED RENTAL UNIT — Regulated rental unit which the owner and/or landlord rents or leases for a term greater than one month.

SHORT-TERM REGULATED RENTAL UNIT – Regulated rental unit which the owner and/or landlord rents or leases for a term not exceeding one month.

RENTAL AGREEMENT — A legal agreement between the property owner and tenant, embodying the terms and conditions relating to the use and occupancy of a rental unit.

RESIDENTIAL RENTAL LICENSE — A document issued by the Township to the property owner of a rental unit pursuant to this article and required for the lawful rental and occupancy of any rental property.

RENTAL PROPERTY — A premises, property or portion thereof that is under a rental agreement, and/or contains one or more rental units.

RENTAL UNIT — Any dwelling, structure, building or portion thereof that is occupied or used under a rental agreement.

ROOMING HOUSE UNIT – A living unit that does not meet the definition of a dwelling unit and that is not within a City-permitted hotel or bed-and-breakfast inn.

SINGLE-FAMILY DWELLING UNIT — A building on a lot designed and occupied exclusively as a residence for one family.

TENANT — Any individual or individuals who are a party to a legal agreement, such as a rental agreement, with the property owner, pursuant to which permission to use a dwelling, structure, building, ground or portion thereof, is granted by the property owner to the tenant. Tenant includes other individuals who, due to a relationship with the tenant, shall share such use of the rental unit as permitted by the rental agreement, and are party to a separate rental agreement.

TOWNSHIP — The Township of Whitmarsh, Montgomery County, Pennsylvania.

UNRELATED PERSONS – Two or more persons who reside in a dwelling unit and who are not related to each other through blood, adoption, marriage or a formal foster relationship. A person who is only related as a cousin shall be considered unrelated for the purpose of this Chapter. The term "related" shall be restricted to the following relationships: spouse, parent, child, sibling, grandchild, great-grandchild, grandparents, great grandparents, aunt, uncle, or any of these same relationships in a "step" or "in-law" situation.

WHITEMARSH TOWNSHIP RENTAL LICENSE PROGRAM BOARD OF APPEALS - The Board of Appeals shall be the Building Code Appeals Board appointed by the Township.

§ 94-3. Rental License Requirement

- A. Each property owner shall apply for, obtain and maintain in good standing a Residential Rental License for EACH Unit occupied. It shall be unlawful for any person to occupy, allow to be occupied, advertise for occupancy, or solicit occupants of any Residential Rental Unit within the Township without a Residential Rental License. The property owner or agent shall register each Residential Rental Unit with the Township and shall pay the required Registration Fee in accordance with the Township's Fee Schedule. Fees shall not be prorated for any reason.

The following information shall be submitted for each residential rental unit:

1. Name, address and telephone number of the property owner.
2. Name, address and telephone number of the operator, responsible agent or manager.
3. Name, address and telephone number of any person authorized to make or order made repairs or services for the Residential Rental Unit. (If such person is different from that of the property owner, operator, responsible agent or manager.)
4. Name of person or entity responsible for the maintenance and upkeep of the property.
5. Street address and unit number of the Residential Rental Unit.
6. Number and types of Residential Rental Units within the rental property.
7. A list of tenants within the Residential Rental Unit with contact information.

A property owner or agent shall notify the Township in writing within 30 calendar days of any change to the above information.

- B. Owners of a property possessing one or more Residential Rental Units shall be required to apply for and obtain a Residential Rental License for EACH Residential Rental Unit located on the property that is being leased to a tenant, and/or occupied by an occupant.
- C. For a rooming house, a single Residential Rental License shall be required for all units within the rooming house building.
- D. All applications for a Residential Rental License shall be made on forms and applications provided by the Township.
- E. The Township may not issue a Residential Rental License until such time as the owner has paid all fines, costs, or fees arising from administration or enforcement of this Chapter or while any citations issued in relation to the Residential Rental Unit or property are pending.
- F. Exemptions.

The following shall not be considered Residential Rental Units for the purpose of this Chapter:

1. Owner-occupied dwelling units.
2. Hotel Units.
3. Hospitals and state-licensed nursing homes and personal care homes.
4. Bed-and-breakfast homes.

5. One dwelling unit that is on the same lot as a second dwelling unit, provided each unit is occupied by the property owner and by persons who are related to the property owner.
6. On-campus dormitories owned by an accredited college or university.
7. Dwelling units that are classified and occupied as in-law suites, and which have been previously approved by the Township.
8. Dwelling unit that is occupied by an immediate family member. An immediate family member is a parent, grandparent, son, daughter, stepson, stepdaughter and grandchildren.

§ 94-4. License Terms and Fees

- A. Each Residential Rental License shall be valid for a period of two (2) years from the date of issuance.
- B. There shall be a License Fee for the initial License and a Renewal Fee every two (2) years thereafter. The Fee shall be based upon the number of residential rental units within the building or complex. There shall also be a License Transfer Fee and a License Reinstatement Fee as applicable. All Fees shall be established through Resolution from time to time by the Board of Supervisors.
- C. The property owner shall pay all Fees as set forth by Township Fee Schedule.

§ 94-5. Property Owner Responsibilities

- A. It shall be the duty of every property owner, operator, responsible agent or manager of each property to submit to the Township a list of occupants, consisting of the names and apartment numbers/addresses of all persons residing or occupying said unit for residential purposes. The list shall be submitted by January 31 of each year and shall be updated quarterly thereafter.
- B. Every property owner, operator, responsible agent or manager who controls property within the Township that is leased, granted or rented as a dwelling is hereby required to notify the Township of any change in occupancy of any Residential Rental Unit. Such notification shall be submitted to the Township within 30 days of the change in occupancy of any Residential Rental Unit.
- C. The operator, responsible agent or manager shall be authorized to accept service of process on behalf of the property owner.
- D. It shall be the duty of every property owner, operator, responsible agent or manager to keep and maintain all Residential Rental Units in compliance with all applicable codes and provisions of all applicable state laws and regulations and all Township ordinances, and to keep said units in good and safe condition.
- E. It shall be unlawful for any person, as property owner, operator, responsible agent or manager to conduct or operate, cause to rent, or permit the occupancy of, any Residential Rental Unit within the Township without:
 1. Registering with the Township the premises upon which the Residential Rental Unit is situate, in accordance with this Chapter; and
 2. Maintaining a current and valid license for each Residential Rental Unit upon the premises, in accordance with this Chapter.

- F. The property owner or manager shall receive notices and correspondence, including service of process from the Township; to arrange for the inspection of the Residential Rental Unit(s) in accordance with this Chapter or in the event that the Municipal Enforcement Officer/Code Enforcement Officer has identified a need for inspection due to alleged violations at that Residential Rental Unit(s); to do or arrange for the performance necessary to insure continued compliance of the Residential Rental Unit(s) with the current Codes, and other Ordinances in effect in the Township.
- G. It shall be the responsibility of every property owner or agent to employ policies and to manage the Residential Rental Units under his/her control in compliance with the provisions of this Chapter, Codes, Ordinances and applicable Laws of the Commonwealth of Pennsylvania.
- H. The property owner shall maintain acceptable physical conditions in common areas and the owner shall be required to ensure that common areas and the outside premises are in compliance with this Chapter, Codes, Ordinances and applicable Laws of the Commonwealth of Pennsylvania.
- I. Each property owner of a Residential Rental Unit shall notify the Township in writing within thirty (30) days after any change in ownership of the premises or of the number of residential rental units on the premises, and to submit new contact information for the new owner or manager.
- J. The property owner shall notify the Township in writing within thirty (30) days after the changing of a unit from owner-occupied to being a Residential Rental Unit for purposes of this Chapter.
- K. Owners of all properties possessing Residential Rental Units created after the effective date of this Chapter shall register said units with the Township within thirty (30) days of any Residential Rental Unit being leased to a tenant, and/or occupied by an occupant.
- L. The property owner, operator, responsible agent or manager shall accompany the Municipal Enforcement Officer/Code Enforcement Officer or other designated representative for all inspections at the property.
- M. The property owner shall permit inspections of all units, during normal business hours. The property owner, operator, responsible agent or manager shall notify residents prior to the date of the inspection.
- N. If any residential rental unit is owned by more than one person, in any form of joint tenancy, as a partnership, or otherwise, such person shall be jointly and severally responsible for the duties imposed under the terms of this Chapter, and shall be separately subject to penalties for the violation of this Chapter.
- O. The property owner shall provide a minimum of two (2) trash containers with lids for each Residential Rental Unit for proper disposal of trash. Properties providing trash dumpsters shall be exempt from this requirement.
- P. The property owner shall be responsible for snow and ice removal and grass cutting at the property.
- Q. The existence of an agreement between the property owner and a tenant shall not relieve the property owner from the responsibility in meeting any requirement.
- R. Buildings that contain locking entry doors (security doors) at entry points to the building shall include a rapid key access system as may be approved by the Fire Marshal.
- S. Buildings containing a fire suppression system shall have the system inspected and certified by an approved and qualified fire protection system contractor who is trained and

experienced in the maintenance and inspection of fire suppression systems with a copy of the certification to be provided to the Municipality on an annual basis during the Fire and Life Safety Inspection performed by the Township's Fire Marshal's Office. Inspection and maintenance shall be in accordance with the appropriate NFPA Standard.

- T. Buildings containing a fire detection and/or alarm system monitored by a central station shall have the system inspected and certified by an approved and qualified monitoring system contractor who is trained and experienced in the maintenance and inspection of monitoring systems with a copy of the certification to be provided to the Municipality on an annual basis during the Fire and Life Safety Inspection performed by the Township's Fire Marshal's Office. Inspection and maintenance shall be in accordance with the appropriate NFPA Standard.
- U. No basement space may be considered habitable unless it meets the requirements for secondary means of egress/escape as defined by the applicable Township Building or Property Maintenance Code.

Failure to satisfy any provision above shall be considered a violation of this Chapter.

§ 94-6. Tenant Responsibilities

- A. A Regulated Rental Unit shall not be occupied by more than three unrelated persons.
- B. Occupants shall collect and dispose of all rubbish, garbage and other waste in a clean and sanitary manner and comply with all waste and recycling requirements.
- C. Occupants shall not engage in, nor tolerate or permit guests on the premises to engage in, any disruptive conduct or illegal activity.
- D. Occupants shall permit inspections by the Township during normal business hours after receiving notice from the property owner, operator, responsible agent or manager.

Failure to satisfy any provision above shall be considered a violation of this Chapter.

§ 94-7. Inspection

- A. The interior and exterior of each Residential Rental Unit shall be subject to inspection by the Municipal Enforcement Official/Code Enforcement Officer and/or duly authorized agent as set forth in this Chapter.
- B. The Municipal Enforcement Official/Code Enforcement Officer and/or duly authorized agent shall inspect the Residential Rental Unit in accordance with the following:
 - a. International Fire Code, most recent version adopted by the Township.
 - b. International Property Maintenance Code, most recent version adopted by the Township.
 - c. And other applicable Township Code, Regulation, or Ordinance related to safe occupancy of the Residential Rental Unit.
- C. This Chapter shall not be construed as to limit the Municipal Enforcement Official/Code Enforcement Officer's authority to conduct inspections or enforcement actions under any other Township Code or Ordinance, nor shall it be construed to limit the Township's ability to require that any property be made available for inspection whenever there is probable cause that a violation of the Township Codes or Ordinances may be present.

- D. For the purpose of inspection in accordance with this Chapter, if access to any premises, common area or Residential Rental Unit is denied to the Municipal Enforcement Official/Code Enforcement Officer, or if access to a Residential Rental Unit or a Unit or space reasonably believed to be occupied in violation of this Chapter cannot be obtained for any reason, the Municipal Enforcement Official/Code Enforcement Officer may apply to the appropriate authority for an administrative search warrant.
- E. The Municipal Enforcement Official/Code Enforcement Officer shall provide notice to the owner of violations after the completion of an inspection of a Residential Rental Unit.
- F. The property owner shall be permitted a number of days, as determined by the Municipal Enforcement Official/Code Enforcement Officer, from the date of the inspection to cure all violations. The only exceptions to this cure period are as follows:
 - a. In the event the Municipal Enforcement Official/Code Enforcement Officer determines a Residential Rental Unit is unfit for human habitation, and/or that the continued occupation of the Residential Rental Unit poses an imminent threat to the health, safety and welfare of the occupants or to the neighboring occupants/owners, the Municipal Enforcement Official/Code Enforcement Officer shall order the unit to be vacated immediately, and to remain vacated until conditions are corrected to the satisfaction of the Municipal Enforcement Official/Code Enforcement Officer.
 - b. For serious violations that do not require the property to be vacated, the Municipal Enforcement Official/Code Enforcement Officer may require said violations to be cured within 24 hours, or any other time period as determined by the Municipal Enforcement Official/Code Enforcement Officer.
 - c. For violations requiring more than 30 days to cure, the Municipal Enforcement Official/Code Enforcement Officer may grant, at their discretion, additional time to effect a cure, and this period shall be provided to the property owner, operator, responsible agent or manager.
- G. A tenant may at any time request an inspection of the rental property in which he or she currently resides. A fee, as prescribed within the Township Fee Schedule, for such an inspection shall be imposed on the tenant only if the Municipal Enforcement Official/Code Enforcement Officer finds, by a preponderance of the evidence, that the request was made in bad faith.
- H. The Municipal Enforcement Official/Code Enforcement Officer shall be authorized to require additional engineering or specialty inspections and certifications by third-party experts, at property owner's expense, for conditions that are beyond the scope of the Municipal Enforcement Official/Code Enforcement Officer's expertise.

§ 94-8. Nonrenewal of Residential Rental License

- A. The Residential Rental License for each Residential Rental Unit shall be renewed every two (2) years.
- B. The Municipal Enforcement Official/Code Enforcement Officer may delay and/or deny the renewal of a Residential Rental License if there are outstanding violations of Township Codes for that Residential Rental Unit or property that have not been corrected at the time of License renewal.

- C. The Township may not renew a Residential Rental License until such time as the owner has paid all fines, costs, or Fees arising from administration or enforcement of this Chapter or while any citations issued in relation to the Residential Rental Unit or property are pending.
- D. If the outstanding violations are not a threat to the safety of occupants or other members of the public, the Municipal Enforcement Official/Code Enforcement Officer may issue a Temporary Residential Rental License for the Residential Rental Unit and permit the current occupants to continue to reside in the premises for a reasonable period, as established by the Municipal Enforcement Official/Code Enforcement Officer. When the violations are corrected a Residential Rental License may be issued.

§ 94-9. Revocation and Suspension of Residential Rental License

- A. If violations to this Chapter or to any other Township Code are identified the Municipal Enforcement Official/Code Enforcement Officer may revoke or suspend the License to rent a Residential Rental Unit until the violations have been corrected.
- B. In addition, any Residential Rental License may be revoked or suspended at any time during the life of the License for the following reasons:
 - a. False or misleading information given or provided in connection with the license application, renewal application or license transfer application.
 - b. Failure to pay any Fee.
 - c. Failure to correct violations in the time period prescribed.
 - d. Violations committed or permitted by the property owner and/or the property owner's designated agent, of any rules, Codes, Statutes or Ordinances relating to, pertaining to, or governing the License and the Residential Rental Property.
- C. If the Residential Rental License is suspended and the outstanding violations are not a threat to the safety of occupants or other members of the public, the Municipal Enforcement Official/Code Enforcement Officer may permit the current occupants to continue to reside in the premises for a reasonable period, as established by a Municipal Enforcement Official/Code Enforcement Officer. When the violations are corrected the Residential Rental License may be reinstated.
- D. A revoked or suspended Residential Rental License may be reinstated only after the Township determines that the circumstances leading to the revocation or suspension have been remedied and a Reinstatement Fee as set by Township Fee Schedule has been paid.

§ 94-10. Penalties.

- A. Any person or persons, corporation, partnership or other entity whatsoever violating any of the provisions of this Chapter shall, upon conviction, be sentenced to pay a fine plus costs of prosecution, and, in default of payment of such costs and prosecution, imprisonment for a term not exceeding 30 days.
- B. Nothing in this article shall prevent the Township from acting under any applicable rule, standard, Statute or Ordinance for violations thereof or to seek either injunctive relief or criminal prosecution for such violations as therein provided. Nothing contained in this article shall prevent the Township from seeking injunctive relief against a property owner or designated agent who fails to comply with the terms and conditions of this article on

Registration and Licensing, including an order prohibiting the occupancy of any Rental Unit until violations of this article have been remedied by the property owner or designated agent.

§94-11 Appeals.

- A. Any person affected by a decision, violation notice, report or order of a Municipal Enforcement Official/Code Enforcement Officer under this Ordinance shall have the right to appeal to the Whitemarsh Township Rental License Program Board of Appeals.
- B. An application for Appeal may be made when it is claimed that the provisions of this article have been improperly applied or administered or that factual errors were made by the Municipal Enforcement Official/Code Enforcement Officer, or for such other grounds under this article as the applicant may allege. A written application for Appeal is required to be filed within 30 days after the day the decision, report, notice or order was received or served. A Fee as identified within the Fee Schedule shall be paid in advance by the person requesting the hearing for each Appeal to the Rental License Program Board of Appeals.

II. Specific Repealer

Ordinance No. 461, Ordinance No. 565, and Ordinance No. 886 are hereby repealed in their entireties.

III. General Repealer

All ordinances or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency.

IV. Severability Clause

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

V. Effective Date

This Ordinance shall become effective on the earliest date permitted by the Whitemarsh Township Charter.

ENACTED and **ORDAINED** this 13th day of April, 2023.

ATTEST:


Richard L. Mellor, Jr., Secretary

**BOARD OF SUPERVISORS OF
WHITEMARSH TOWNSHIP:**



By: Eran McCusker, Chair

EXHIBIT "A"
REQUIRED ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

This Addendum to the Residential Rental Agreement is made this _____ day of _____, 20____, and is incorporated into and shall be deemed to amend and supplement the Residential Rental Agreement dated _____ made by the undersigned Tenant and Property Owner, their heirs, successors and assigns.

The Residential Rental Agreement and this Addendum pertain to the Premises described in said Agreement and located at _____.

This Addendum is required by the Residential Rental Licensing and Inspection Ordinance of Whitemarsh Township.

ADDITIONAL COVENANTS AND OBLIGATIONS

In addition to the covenants and obligations set forth in the aforementioned Residential Rental Agreement, Tenant and Landlord hereby agree as follows:

A. Landlord's Obligations:

1. The Landlord shall keep and maintain the leased Premises in compliance with all applicable Codes and Ordinances of Whitemarsh Township and all applicable state laws and shall keep the leased Premises in good and safe condition.

2. The Manager for the Rental Unit shall be as follows:

Name: _____

Mailing Address: _____

Daytime Telephone Number: _____

Emergency/Cell 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:

B. Tenant's Obligations:

1. The Tenant shall comply with all applicable Codes and Ordinances of Whitemarsh Township and all applicable state laws.

2. The 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 applicable Ordinances.
3. The Tenant agrees to make the Regulated Rental Unit available for a scheduled inspection by Municipal Enforcement Official during business hours, after the Tenant receives advance notice from the Property Owner or Manager of the Regulated Rental Unit.
4. The Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Residential Rental License and Inspection Ordinance and that failure to comply with such ordinance may result in suspension or revocation of the Property Owner's privilege to rent the Regulated Rental Unit.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Witness

Tenant

Witness

Tenant

Witness

Landlord

EXHIBIT "B"
A CHECKLIST OF ITEMS TO BE INSPECTED
IN ASSOCIATION WITH
THE RENTAL LICEBSE REGISTRATION AND INSPECTION PROGRAM

Exterior

1. Sanitation: All exterior property and premises shall be maintained clean, safe, sanitary and free from any accumulation of rubbish and trash.
2. Grading and Drainage: All premises shall be graded and maintained to prevent the accumulation of stagnant water.
3. Sidewalks and Driveways: All sidewalks, walkways, driveways, parking spaces and similar areas shall be kept in a proper state of repair.
4. Weeds: All premises and exterior property shall be maintained free from weeds or plant growth in excess of the (10) inches.
5. Motor Vehicles: No unregistered and/or uninspected motor vehicle shall be present on any property. No motor vehicles undergoing major or minor repairs and/or body work shall be permitted at any time.
6. Street Numbers: Each building shall have a number displayed which is easily readable from the public right of way. All numbers shall be at least four inches (4") high and one-half inch (1/2") stroke.
7. Roofs and Drainage: The roof and flashing shall be sound, tight, and not have defects which might admit rain. Gutters and downspouts shall be provided.
8. Chimneys and towers: All chimneys and similar appurtenances shall be maintained in good repair.
9. Handrails and Guardrails: Each flight of stairs having more than four risers shall have a graspable handrail and every open portion of a stair, landing or balcony which is more than thirty (30) inches above the floor or grade shall have a guardrail not less than thirty-six (36) inches high with openings no more than 4".
10. Window and door frames: Every window, door and frame shall be kept in good condition.
11. Insect Screens: Each door, window and outside opening in any building containing habitable rooms shall be provided with tightly fitting screens (16 mesh per inch) and every swing door shall be provided with a self closing device.
12. Basement Windows: Every basement window shall be provided with shields or storm windows to keep out vermin.

13. Accumulation of rubbish or garbage: The exterior of every structure shall be free from any accumulation of rubbish or garbage. Cans and dumpsters with lids and/or other closing devices in a quantity necessary shall be provided for all trash and rubbish.
14. Insect and rat harborage: All structures shall be kept free from insect and rat infestation.
15. Access walks and sidewalks: All access walks and sidewalks shall be maintained in good and safe condition to prevent accidents and tripping hazards.
16. Sanitary Vents: All sanitary vents, if present, shall be maintained and shall remain operable.
17. Electric Meters and Gas Meters: All electric meters and gas meters shall be maintained in good repair and shall be kept clear of weeds trees and other foliage.
18. Exterior lighting: All exterior lighting shall be maintained in good working condition.

Interior (Common Areas)

1. Common halls and stairways/stair towers: Every common hall and interior stairway shall be lighted at all times and be kept clear of rubbish and trash. All stairs shall be provided with a graspable handrail and every open portion of a stair, landing or balcony which is more than thirty (30) inches above the floor or grade shall have a guardrail not less than thirty (30) inches high with openings no more than 4".
2. Doors and frames at stairs: All doors and frames at all stair towers shall be maintained in good condition and shall be provided with latches and closers.
3. Mechanical Rooms: All mechanical rooms, boiler rooms electrical rooms shall be maintained clear of all debris, trash and rubbish. All existing fire separations shall be maintained in good condition.
4. Fire extinguishers: Portable fire extinguishers shall be located within all common areas and shall be properly installed and maintained in good condition, visible, operational and be provided with a current inspection tag.
5. Storage rooms: All storage rooms and locker areas shall be maintained in good condition, clear of all debris, trash and rubbish and all existing fire separations shall be maintained in good condition.
6. Carpets and flooring: All carpets and flooring shall be maintained in good and safe condition to prevent accidents and tripping hazards.
7. Exit signs and Emergency lighting: All exit signs and emergency lighting shall be maintained in good working order in both and power on and power out condition.

8. Clothes dryer exhaust: Venting system to be independent of all other systems and shall vent to the exterior. (If applicable)
9. Smoke Detectors/Fire Alarm System: Systems, devices and equipment to detect fire or smoke, actuate an alarm or suppress or control a fire shall be properly installed and maintained on every floor including basement **and every bedroom.**
10. All smoke detectors and fire alarm systems shall be maintained in good working condition.
11. Accumulations: No material shall be stored or allowed to accumulate in heater rooms or areas, stairways, doors, windows, fire escapes or any other means of egress.

Interior (Unit)

1. Habitable spaces: Every habitable space shall be provided with at least one (1) operable window in every room.
2. Bathrooms and Toilet Rooms: Every bathroom and toilet room shall be provided with an operable window or mechanical exhaust fan venting to the exterior.
3. Clothes dryer exhaust: Venting system to be independent of all other systems and shall vent to the exterior. (If applicable)
4. Water closet accessibility: Every sleeping area shall have access to one water closet and lavatory without passing through another sleeping area.
5. Minimum ceiling height: Habitable spaces shall have a clear ceiling height of not less than seven feet four inches (7'-4"). Hallways, laundry areas, bathrooms and kitchens shall have a clear ceiling height of not less than seven feet (7'-0").
6. Plumbing Fixtures: All plumbing fixtures shall be properly installed and maintained. Sump pump must discharge to exterior of building. Sump pump shall not be connected to sanitary sewer system.
7. Kitchen Appliances: All kitchen appliances shall be properly installed and maintained in a safe and sanitary manner. All ranges shall be provided with anti-tip brackets.
8. Water supply system: Water supply system shall be properly installed and maintained.
9. Heating facilities in residential buildings: Heating facilities shall be capable of maintaining a room temperature of sixty five (65) degrees F.
10. Mechanical equipment: All mechanical equipment shall be properly installed and maintained and operational.
11. Electrical System: All electrical equipment and systems shall be properly installed and maintained. GFCI outlets shall be installed within 6'-0" of any water source.

12. Accumulations: No material shall be stored or allowed to accumulate in heater rooms or areas, stairways, doors, windows, fire escapes or any other means of egress.
13. Fire resistance ratings: The fire resistance rating of floors, walls, ceilings and other elements shall be maintained. Fire rated doors and 5/8" type "X" drywall shall be present between garage and living space. (If applicable)
14. Fire suppression systems: Fire suppression systems shall be properly installed and maintained.
15. Fire extinguishers: A 2 ½ pound ABC Portable fire extinguisher shall be located within each regulated dwelling unit.
16. Smoke detectors: Systems, devices and equipment provided to detect fire or smoke, actuate an alarm or suppress or control a fire shall be properly installed and maintained within every regulated dwelling unit.
17. Windows, Doors and frames: All windows, doors and frames shall be maintained in good condition. All windows shall be provided with screens to prevent insect infestation.
18. Entry Doors: All entry doors into units shall be provided with locks operable from the interior of the unit without a key.
19. Insect and rat harborage: All regulated dwelling units shall be kept free from insect and rat infestation.

*Additional items to be corrected may be identified and noted at the time of the inspection.

RESIDENTIAL RENTAL LICENSE REGISTRATION
AND INSPECTION PROGRAM

APPLICATION FOR RENTAL LICENSE
(One Application is required for EACH Regulated Rental Unit)

Date: _____

PROPERTY INFORMATION

Property Address: _____

TMP No.: _____ Unit/Apartment Number: _____

PROPERTY OWNER INFORMATION

Name: _____

Address: _____

Phone Number (Daytime): _____ (Emergency/Cell): _____

Fax Number: _____ Email: _____

PROPERTY MANAGER INFORMATION (If Applicable)

Name: _____

Address: _____

Phone Number (Daytime): _____ (Emergency/Cell): _____

Fax Number: _____ Email: _____

Signature of Applicant: _____

FOR OFFICE USE ONLY

Registration Number: _____ Payment Received: _____

Check Number: _____ Amount: _____