

ORDINANCE NO. 2009- 416

AN ORDINANCE OF THE BOROUGH OF BIRDSBORO BERKS COUNTY, PENNSYLVANIA, REGULATING RESIDENTIAL RENTAL UNIT PROPERTIES AND ESTABLISHING REGISTRATION REQUIREMENTS AND RESPONSIBILITIES OF OWNERS AND OCCUPANTS OF SUCH RENTAL PROPERTIES THEREBY ESTABLISHING A MINIMUM STANDARD TO ASSURE THAT SUCH RESIDENTIAL RENTAL PROPERTIES LOCATED WITH THE BOROUGH OF BIRDSBORO ARE IN A SAFE, SANITARY AND FIT CONDITION FOR HUMAN OCCUPATION AND ESTABLISHING PROCEDURES RELATING TO INSPECTIONS THEREFORE AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF, AND FURTHER REPEALING ORDINANCE 341 OF THE BOROUGH OF BIRDSBORO, AS WELL AS ANY OTHER ORDINANCES WHICH MAY BE IN CONFLICT WITH OR INCONSISTENT WITH THIS ORDINANCE.

BE IT ENACTED and ORDAINED by the Council of the Borough of Birdsboro, Berks County, Pennsylvania, and it is hereby enacted and ordained by the authority of such Council as follows, to wit:

RESIDENTIAL RENTAL UNIT REGULATION AND REGISTRATION

I. Purpose

It is the intent of the Borough Council of the Borough of Birdsboro to require the registration of rental properties within the Borough and to propound regulations regarding to the establishment and maintenance of such rental properties in order to protect and promote the health, safety and welfare of its citizens and to further establish rights and obligations of Owners and occupants relating to such Residential Rental Units within the Borough of Birdsboro.

In addition, the Borough desires to encourage Owners and occupants to maintain

and improve the quality of rental housing within the Borough as the Borough Council deems the same to be in the best public interest of all residents of the Borough. In order to accomplish these ends, this ordinance shall provide for a systematic registration and inspection program and shall provide for the licensing of such Residential Rental Units whether in this ordinance or in ordinances to follow and to provide penalties for any violations hereunder.

II. Definitions and Word Usage

BOROUGH: The Borough of Birdsboro, Berks County, Pennsylvania.

BUILDING: An independent structure having a roof supported by columns or walls resting on a foundation and include a dwelling, garage, barn, stable, shed, greenhouse, mobile home, plant factory, warehouse, school, or other similar structure.

CODE ENFORCEMENT OFFICER: A person or persons designated by Borough Council to enforce any state or local code or ordinance adopted, enacted or in effect in and for the Borough, including the enforcement of this ordinance and including duties of inspections, issuance of residential licenses or permits where applicable and issuances of citations for violations of this ordinance or such other codes hereinafter defined.

CODE: Any state or local code or ordinance adopted, enacted or in effect in and for the Borough concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any premises or Residential Rental Unit, including within the body of such code definition, but not limited by, this definition or the following which are in effect as of the date of the enactment of this ordinance: Uniform Construction Code (referred to as "UCC"), the International Property Maintenance Code, International Building Code, International Residential Code, International Plumbing Code, International Fire Prevention Code, International Construction Code, and International Fire Code, International Electrical Code, International Mechanical Code, General Nuisance Ordinances, and any duly enacted

amendment or supplement to any of the above and any new enactment falling within this definition.

COUNTY: The county of Berks.

LANDLORD: One or more persons, jointly or severally in whom is vested all or part of the legal title for the premises or all or part of the beneficial ownership and the right to the present use and enjoyment of the premises, including a mortgage holder in possession of a Residential Rental Unit, or any such corporate entity, partnership, or other party designated as having an ownership interest.

MANAGER: Any person designated by an Owner to be responsible for one or more Residential Rental Units within the Borough.

OCCUPANT: An individual of any age who resides in a Residential 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 lease, oral or written, contract, or otherwise, or by the laws of the Commonwealth of Pennsylvania.

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 entirety, or tenants in co-partnership, each such person shall be considered an Owner and shall have all of the duties of an Owner of this part.

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 one 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 regulations of any applicable government licensing agency.

PREMISES: Any parcel of real estate within the Borough including the land and all building and appurtenant structures in which one or more Residential Rental Units are located.

RENTAL AGREEMENT: An agreement between an Owner/Landlord and occupant/tenant, whether written or oral, embodying the terms and conditions concerning the use and occupancy of a specified Residential Rental Unit or premises.

RESIDENTIAL RENTAL LICENSE: A document issued by the Code Enforcement Officer to the Owner of a residential unit after such unit has been appropriately registered and inspected.

RESIDENTIAL RENTAL REGISTRATION: A document required by the Borough of Birdsboro of all Owners and Landlords herein evidencing such information regarding the premises and occupants as set forth hereafter.

RESIDENTIAL RENTAL UNIT: (i) A rooming unit; or (ii) a dwelling unit let for rent; or (iii) a residential unit occupied by any persons other than one occupied solely by the Owner and members of the Owners family. Each individual rented townhouse dwelling, each apartment unit, each individual unit in a multi family 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 same structure. A Residential Rental Unit shall not include a hotel or a personal care home. A Residential Rental Unit includes dwelling units under lease purchase agreements or long-term agreements of sale which are greater than six months in duration.

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 permission to use shared or common

cooking facilities maybe associated with the leasing of a rooming unit, and shall be subject to this ordinance.

TENANT: Any individual who resides in a 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 rental agreement as defined herein, or otherwise, or by the laws of the Commonwealth of Pennsylvania.

III. Duties of Owners and Managers of Residential Rental Units

It shall be the duty of every Owner and/or Manager to keep and maintain all rental units in compliance with all applicable state laws, regulations and local ordinances and to keep such property in good and safe condition.

It shall be the duty of every Owner to be aware of and to act to eliminate disruptive conduct in all Residential Rental Units and to employ policies and manage the Residential Rental Units under his or her control and compliance with the provisions of this ordinance, all Borough Codes and applicable state laws, rules and regulations.

It shall be the duty of every Owner and/or Manager to be responsible for regulating the proper, lawful use and maintenance of every dwelling which he or she owns or controls.

In addition, every Owner and/or Manager of a rental unit shall regulate the conduct and activity of such occupants thereof both contractually through rental or lease agreements and through enforcement as more fully set forth below. Every Owner and/or Manager shall be responsible for the conduct of occupants, as well as their guests for their conduct and activity.

Nothing herein is intended to impose any additional, civil or criminal liability upon Owners other than that which is imposed by existing law. This ordinance is not intended to, nor shall its affect be to limit any other enforcement remedies which may be available to the Borough of Birdsboro against any Owner, Manager, occupant, or

guest thereof.

IV. Designation of Manager

Every Owner who is not a full time resident of the Borough of Birdsboro, and/or who does not live within fifteen miles of the boundaries of the Borough of Birdsboro shall designate a Manager who shall reside in an area that is within fifteen miles of the boundaries of the Borough of Birdsboro. If the Owner is a corporation, a Manager shall be required if an officer of the corporation does not reside within the above referenced area. 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 within the above referenced area. 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 or numbers of a person who is designated as a Manager hereunder shall be provided by the Owner or Manager to the Borough and such information shall be kept current and updated as it changes.

V. Registration of Residential Rental Units

A. Annual Registration Fee: All Residential Rental Units, including but not limited to dwelling units, rooming houses, rooming units, and all such other units as are defined herein, must be registered at the Borough Office, which such registration shall initially occur between January 1, 2010 and March 31, 2010 and during the same monthly time period each year thereafter. All Owners, Managers or legally controlling persons of said properties must comply with registration as follows:

1. Provide the Borough with the required notice of registration with the names, addresses and telephone numbers of all occupants, tenants, roomers, or persons living on the Premises as defined herein, whether or not such persons reside in such Premises subject to a Rental Agreement or otherwise. This registration must be updated within thirty (30) days of the change of any such occupancy or tenancy which

changed documentation must be submitted in writing to Code Enforcement Officer in Borough Hall. The Borough reserves the right to re-inspect the subject property upon any change of occupancy or ownership.

2. Such registration shall provide for the name and address and telephone number or numbers of any Owner or Owners and shall provide any other needed information allowable by law, including but not limited to a sketch showing the interior floor plan of the unit or units identifying all rooms in terms of use and dimension and showing all means of ingress and egress to the units.

3. The registration form required herein shall also include the schedule on which garbage and recycling are to be placed curbside for collection in accord with Borough regulations, as well as the name and telephone number of the designated garbage or recycling hauler.

4. The telephone number which may be called to register complaints regarding the physical condition, tenant conduct, or any other complaint relative to the use and occupancy of the Premises.

VI. 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 part. Nothing herein shall be construed to exempt any of the above agencies or departments from the Registration requirements of this Ordinance.

B. The licensing provisions of this part shall not apply to (i) hospitals, or (ii) hotel units.

VII. Duties of Occupants of Residential Rental Units

Each occupant of a Residential Rental Unit shall have the following duties:

A. To comply with all obligations of this part and all applicable codes and Borough ordinances, as well as all state laws and regulations.

B. To 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. To not engage in, tolerate, or permit others on the Premises to cause damage to the Residential Rental Unit or engage in disruptive conduct, or other violations of this part, codes, Borough ordinances, or applicable state laws.

D. To use the trash and recyclable collection services provided by the Owner.

E. To use the Residential Rental Unit for no purpose other than as a residence.

F. To maintain the Residential Rental Unit in a manner meeting all requirements for occupants of structures set forth in the Property Maintenance Code, and all Codes, Ordinances, Rules and Regulations.

G. To allow the Code Enforcement Officer to inspect the Residential Rental Unit in accordance with this ordinance at reasonable times.

H. To not allow persons other than those identified on the Rental Agreement to reside in the Residential Rental Unit.

I. To not allow the Residential Rental Unit to be occupied by more than one family. For the purposes of this paragraph, a "family" shall be considered to be a group of no more than three persons unrelated to all the other by blood, marriage, adoption, or legal foster relationship. To not allow the density of occupancy to exceed more than one (1) person per two hundred (200) square feet of gross floor area in accord with the provisions of the International Building Code as adopted by reference herein.

VIII. Residential Rental Unit Licensing

A. After enactment of this Ordinance, or amendments thereto, the Owner or Manager of each Residential Rental Unit shall register such unit and shall apply for an annual Residential Rental License for each such Residential Rental Unit as set forth in Section V herein. A Residential Rental License shall be valid for a period of one (1) calendar year from a period of January 1st through December 31st of that year. All fees herein and hereunder shall be calculated on a full year basis and shall not be prorated irrespective of the date of licensing.

B. After registration, and prior to the issuance of a License, all Residential Rental Units shall be inspected by the Code Enforcement Officer to assure compliance with all Codes set forth herein.

C. Upon registration, the Owner or Manager of any such Residential Rental Unit shall be required to present documentation of the following: (i) payment of any registration or licensing fee set forth herein; (ii) payment in current status of all sewer and water fees and any other municipal fees attributable to the Premises.

D. The Code Enforcement Officer shall deny and may revoke a residential rental license if the Owner does not provide the name, address and phone number of a Manager (if applicable), does not pay the annual registration fee, 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 unit, does not correct a code violation within the time frame cited by the Code Enforcement Officer, and/or has failed to comply with any provision of this Ordinance or has given materially false information in the registration of such unit or units.

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 International Property

Maintenance Code or any other Code, Ordinance, Rules or Regulations referenced herein within the time specified in the notice of violation unless an appeal is pending.

2. Failure to allow for any inspection or re-inspection as required by the Code Enforcement Officer.

F. The Code Enforcement Officer shall forward written notice to the Owner of the denial, revocation, or non-renewal of the Residential Rental License. The notification shall (i) indentify the Residential Rental Unit; (ii) the grounds for the denial, non-renewal or revocation, including the factual circumstances and the Section of the ordinance supporting such determination; and (iii) shall inform the Owner of the right to appeal the denial, non-renewal or revocation of the Residential Rental License to Borough Council under this section.

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.

IX. Inspection of Residential Rental Units

A. Initial inspections will occur in accordance with a phased-in systematic inspection program to be prepared by the Code Enforcement Officer in accord with direction of Borough Council. The failure of any property Owner or Manager to allow entrance by the appropriate Borough official to an inspection shall constitute a violation hereunder and the Residential Rental Units for which such refusal takes place shall be deemed unlicensed. A minimum of thirty (30) days written notice shall be given for all initial inspections. The penalty for not allowing an inspection shall be a revocation of the Residential Rental License, thereby causing a lack of entitlement to rent the residential property.

B. If, after a completion of the inspection, the Code Enforcement Officer finds that there are violations under the terms and conditions of this Ordinance, the Code Enforcement Officer shall issue a written summary of the inspection including all

violations and deficiencies. Such Residential Rental Inspection Summary, when provided to Owner or Manager of the Residential Rental Unit, shall be deemed sufficient notice of such violations or deficiencies and the Owner or Manager shall take immediate action hereunder to cure such violations or deficiencies in accord with such Residential Rental Inspection Summary.

C. The Owner or Manager of a Residential Rental Unit wherein a violation or deficiency under this Ordinance has been found shall take immediate steps to remedy such violation or deficiency as follows:

1. The Owner or Manager shall immediately take any measures required to remedy the violations or deficiencies set forth in the Residential Rental Inspection Summary and shall file with the Code Enforcement Office, on a form approved by the Borough, a description of the action taken by the Owner or Manager to remedy the violation or deficiency and shall provide, upon request, any invoices, contracts, or other documentation required by the Code Enforcement Office to verify the action taken by Owner or Manager.

2. All such remedial action shall be completed within fifteen (15) days of the inspection and receipt of the Residential Rental Inspection Summary which shall be given to the Owner or Manager by the Code Enforcement Officer at the time of inspection.

3. In the event that the Code Enforcement Officer, in his or her sole discretion determines that the repairs are of such a nature or scope that they cannot be reasonably completed within the fifteen (15) day time period set forth above, then in that event the Code Enforcement Officer shall issue a written extension of the fifteen (15) day time frame.

4. Nothing herein shall entitle the Owner or Manager to lease the Residential Rental Unit for human occupancy during the time set forth herein to remediate such violations or deficiencies if, in the opinion of the Code Enforcement Officer, such occupancy would be dangerous or life threatening to the occupant or to

surrounding properties.

5. Each violation of any unit shall mandate a reinspection of that unit by the Code Enforcement Officer to assure that such repairs or remediation have been made.

X. Sale or Transfer of Residential Rental Unit

A Residential Rental License shall not be transferred or assigned. In the case of licensed rental unit that is 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 thirty (30) days of date of sale or transfer of ownership shall result in the revocation of the existing Residential Rental License applicable to each said unit.

XI. Appeals

A. An appeal from any decision of the Code Enforcement Officer shall be taken to Borough Council. Such appeal shall be made in writing within ten (10) working days after such decision has been made. The appeal shall be verified by an affidavit, shall state the grounds therefore 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. Borough Council shall render a written decision, copies of which shall be provided to the Code Official and the appellant.

XII. Violations and Penalties

A. Violations. It shall be a violation of this Ordinance 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 part.

2. To refuse to permit inspections required under this part for a Residential Rental Unit.

3. To fail to perform the duties established by the terms and conditions of this Ordinance.

4. To place false information on or to omit relevant information from an application for a Residential Rental License.

B. Penalties and remedies.

1. Failure to apply for a Rental Residential License as set forth herein or to provide materially false registration information in pursuance of said Rental Residential License shall constitute an offense under this Ordinance and the Code Enforcement Officer may file a summary citation with the Magisterial District Court Judge serving the Borough of Birdsboro and, upon conviction thereof, the owners may be subject to a fine of not more than Six Hundred Dollars (\$600) plus all court costs including reasonable attorney's fees incurred by the Borough as a result thereof. No judgment shall be imposed, levied or be payable until the date of the determination of a violation by the Magisterial District Court Judge. If the defendant neither pays nor timely appeals the judgment, the Borough may enforce the judgment pursuant to the applicable Rules of Civil Procedure

2. Failure to meet the minimum standards for permit issuance after the Code Enforcement Officer has inspected a property and has issued a Residential Rental Inspection Summary, or where a property is leased, let or allowed to be occupied without obtaining a Residential Rental License, or where an inspection or re-inspection is refused, or for a violation of any code referenced herein shall constitute an offense under this ordinance and the Code Enforcement Officer may file a Summary Citation with the Magisterial District Court Judge serving the Borough of Birdsboro and, upon conviction thereof, the owners may be subject to a fine of not more than Six Hundred

Dollars (\$600) plus all court costs including reasonable attorney's fees incurred by the Borough as a result thereof. No judgment shall be imposed, levied or be payable until the date of the determination of a violation by the Magisterial District Court Judge. If the defendant neither pays nor timely appeals the judgment, the Borough may enforce the judgment pursuant to the applicable Rules of Civil Procedure

3. Each day that a violation continues shall constitute a separate violation unless the Magisterial District Court Judge determines that there was a good faith basis for the person, partnership, cooperation or other entity violating this Ordinance to have believed that there was no such violation, in which event there shall be deemed to have been only one such violation until the fifth (5th) day following the date of the termination by the Magisterial District Court Judge and thereafter each day that a violation continues shall constitute a separate violation.

4. All judgments, costs and reasonable attorney's fees collected for the violation of the Ordinance shall be paid over to the Borough of Birdsboro.

XIII. Additional Remedies

A. In addition to all other remedies as set forth herein, the Borough shall have any remedies available at law or in equity and may take such civil or equitable remedies in any court of record of the Commonwealth of Pennsylvania, against any person or property, real or person, to effect the provisions of this Ordinance.

B. The provisions of this section and the provisions of this part governing revocation, suspension or non-renewal of Residential Rental Licenses shall be independent, non-mutually exclusive, separate remedies, all of which shall be available to the Borough as may be deemed appropriate. The remedies and procedures in this part are not intended to supplant or replace, to any degree, the remedies provided to the Borough in the International Property Maintenance Code, Zoning Ordinance or any other Code, Statute, Ordinance or Regulation in effect.

C. Non-exclusive remedies. The penalty provisions of this section and the

license non-renewal suspension and revocation procedures provided in the ordinance shall be independent, non-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 provided in the 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 code or ordinance is referenced in this ordinance, and whether or not an on-going violation of such other code or ordinance is cited as the underlying ground for the finding of a violation of this ordinance.

XIV. Borough Can Make Repairs

In case the Owner of the premises shall neglect, fail or refuse to comply with any notice from the Borough or its Code Enforcement Officer to correct a violation relating to maintenance and repair of the premises under any code in effect in the Borough of Birdsboro within the time period 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 cost for each time the Borough shall cause a violation to be corrected and the Owner of the premises shall be billed after the same has been completed. Any such bill which remains unpaid and outstanding after the 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 section are not exclusive and the Borough and Code Enforcement Officer may invoke such other remedies available under this ordinance, or an applicable code, ordinances or statutes, including where appropriate, condemnation proceedings or declaration of premises as unfit for habitation, or suspension, revocation or non-renewal of a license issued hereunder. Nothing herein shall compel the Borough of Birdsboro to make any such repairs.

XV. Delivery of Notification

All notices shall be sent or hand-delivered to the Owner and Manager of the Residential Rental Unit at the address listed on the Registration Form on file at Borough Hall. All notices sent shall via the United States Postal Service, Certified Mail, Return Receipt Requested. In the event that the notice is returned by the postal authorities marked unclaimed or refused, then the Code Enforcement Officer shall attempt delivery by personal service on the Owner or Manager, if applicable. The Code Enforcement Officer shall also post the notice at a conspicuous place on the premises. If personal service cannot be accomplished after a reasonable attempt to do so, then the notice may be sent to the Owner or Manager at the addresses stated on the most current license application for the premises in question by regular first class mail, postage prepaid. If such notice is not returned by the postal authorities within five (5) days of its deposit in the United States mail, then it shall be deemed to have been delivered to and received by the addressee on the fifth day following the deposit in the United States mail and all time periods set forth above shall thereupon be calculated from the said fifth day.

XVI. Miscellaneous Provisions

A. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared to be the intent of the Borough council that this Ordinance would have been adopted had such unconstitutional, illegal invalid sentence, clause, section or part thereof not been included herein.

B. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance which are not specifically addressed herein are hereby repealed.

C. This Ordinance shall become effective on the date permitted by law following the date of its enactment.

DULY ORDAINED AND ENACTED this 14th day of September, 2009 by
Borough Council of the Borough of Birdsboro, Berks County, Pennsylvania in lawful
session duly assembled.

BOROUGH OF BIRDSBORO
BERKS COUNTY, PENNSYLVANIA

ATTEST:

Karen T. Gillman
Secretary

By: [Signature]
President of Council

Examined and approved as an ordinance this 14th day of September,
2009.

BOROUGH OF BIRDSBORO
BERKS COUNTY, PENNSYLVANIA

By: [Signature]
Mayor

RESIDENTIAL RENTAL INSPECTION SUMMARY

Date: _____ Time of Inspection: _____ AM PM Housing Inspector: _____

Property Owner's Information:
 Name: _____ Phone Number: _____
 Address: _____

Rental Information:
 Address: _____ Apt. # being inspected: _____
 Approx. s.f. of Living Area: _____ Maximum Occupancy Load: _____

Dwelling Type: 1 Family 2 Family Multi-Family Type: Brick Frame Other:
 Height in Stories: _____ Fire Escape: Yes No Comments: _____

| Code Citation (1) | Requirement & Violation Type | App'd: | | Comments: |
|-------------------|---|--------|---|-----------|
| | | Y | N | |
| 1 | All sinks, kitchen, lavatory, bathtub and shower are in working condition and have hot and cold water supply lines & properly connected to sewer drain. | Y | N | |
| 2 | All toilet/bathroom floor surfaces must be constructed to be reasonably impervious and can be kept in a clean and sanitary condition. | Y | N | |
| 3 | Each bathroom complies with light and ventilation requirements. | Y | N | |
| 4 | All sleeping rooms have direct access as required by Code. | Y | N | |
| 5 | Smoke detectors shall be installed in every sleeping room, outside each sleeping area in the vicinity of the bedrooms & on each floor. | Y | N | |
| 6 | Sleeping areas are a min. of 70 s.f. for one occupant and a min. of 50 s.f. additional space for each occupant for bedrooms of two or more persons. | Y | N | |
| 7 | Basement area complies with Code. | Y | N | |
| 8 | Dwelling has min. 150 s.f. of floor space for the first occupant and 100 s.f. for each additional person. | Y | N | |
| 9 | All habitable rooms have a ceiling height of 7 foot min. | Y | N | |

Borough Of Birdsboro

202 East Main Street
 Birdsboro, PA 19508
 Phone: 610-582-6030
 Fax: 610-582-6039

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 Form Revised 6/2009

RESIDENTIAL RENTAL INSPECTION SUMMARY

| Code Citation (1) | Requirement & Violation Type | App'd: | Comments: |
|-------------------|---|------------|-----------|
| 10 | All habitable rooms and bathrooms have adequately functioning heat provided by properly installed heating and conveyance system. | Y N | |
| 11 | Each habitable room has at least 2 separate floor or wall-type electrical outlets or 1 such outlet and 1 supplied ceiling-type electric light fixture. | Y N | |
| 12 | Every habitable room has at least one (1) window or skylight facing directly to the outdoors properly sized & easily opened for ventilation. | Y N | |
| 13 | All means of ventilation, windows, doors etc. can be opened for airflow and have adequate screening for insects. All outside doors have a self-closing device. | Y N | |
| 14 | Private, working toilet, sink & bathtub or shower connected to sewer present. | Y N | |
| 15 | Adequate garbage-disposal, rubbish storage and recycling containers provided. | Y N | |
| 16 | Water heater & associated piping in safe & good working condition to permit adequate supply of 120 degree water accessible from all sinks, tub, shower. | Y N | |
| 17 | All foundations, floors, walls, ceilings and roofs are weather tight, watertight, rodent proof and in good condition. | Y N | |
| 18 | All plumbing fixtures, water & waste pipes are properly installed and maintained in good sanitary conditions without leaks, defects. etc. | Y N | |
| 19 | Interior of dwelling is well maintained, sanitary and fit for human occupancy. | Y N | |
| 20 | Public halls & stairways: 5 or more units adequately lit at all times. 4 or less units, dwellings have functioning, easily accessible switches and adequate functioning lighting. | Y N Y N | |
| 21 | All stairs in & out, porches, decks & other useable amenities are in good condition. | Y N | |

