

BILL NO. 13 OF 2009
ORDINANCE NO. 1823

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 1818 OF 20089 OF THE CITY OF WASHINGTON, WASHINGTON COUNTY, PENNSYLVANIA, ENACTING THE LICENSING AND INSPECTION OF ALL RENTAL UNITS, INCLUDING SINGLE FAMILY DWELLINGS, TWO-FAMILY, AND MULTI-FAMILY DWELLINGS, BOARDING AND ROOMING HOUSES, INCLUDING PERSONAL CARE HOMES, MOTELS AND HOTELS; ESTABLISHING A SCHEDULE FOR INSPECTIONS BY THE CITY CODE ENFORCEMENT OFFICER AND DESIGNEES; PRESCRIBING PENALTIES FOR THE VIOLATIONS OF THIS ORDINANCE AND REPEALING CERTAIN CONFLICTING ORDINANCES

WHEREAS, The City enacted Ordinance No. 1818 of 2009 establishing a rental registration program in the City of Washington; and

WHEREAS, There is a need for a comprehensive revision of the Rental Registration Program in order to protect the health safety and welfare of the general citizenry of the City of Washington; and

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Council of the City of Washington, a Third Class City under the laws of the Commonwealth of Pennsylvania, and it is hereby ordained and enacted by virtue of the authority of the same, as follows:

Section 1: Purpose/Scope/Declaration of Policy.

- A. City of Washington desires to institute a Residential Housing Rental Permit Program to provide for the registration and regulation of rental housing located within the City; to allow inspections in the case of noncompliance; to provide for a voluntary inspection; and to provide for violations thereof.
- B. The City of Washington Code of Ordinances, is hereby amended and supplemented by adding this ordinance to its existing Code of Ordinances to provide for the registration and regulation of rental housing located within the City; to allow inspections in the case of noncompliance; to provide for a voluntary inspection; and to provide penalties for violation; to repeal conflicting ordinances, as follows:
- C. The City of Washington recognizes the need for a registration program rental units located within the City in order to ensure rental units meet all applicable building, existing structures, fire, health, safety and zoning codes, and to provide an efficient system for compelling both absentee and local landlords to correct violations and maintain, in proper condition, rental property within the City. The City recognizes that the most efficient system is the creation of a program requiring the registration of residential rental units within the City as defined in this Ordinance, so that an inventory of rental properties and tenants and a verification of compliance can be made by City officials.

Section 2. Definitions.

As used in this Ordinance, the following terms and words shall have the following meanings, unless the context clearly indicates that a different meaning is intended.

- (a) “**City**” means the City of Washington office of Code Enforcement, Department of Finance, City Planning, Fire Department or other entity that the City has legally designated to perform a function on its behalf
- (b) “**Code Enforcement Officer**” means the City of Washington appointed Code Enforcement Officer or such other third party as designated by the City.
- (c) “**Dwelling Unit**” means a building, or portion thereof, designed for human occupancy purposes, and which has cooking facilities and sanitary facilities within or attached to said unit.
- (d) “**Disruptive Conduct**” means any form of conduct, action, incident or behavior perpetrated, caused, or permitted, by any occupant at a rental unit that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other persons or reasonable sensibility in their peaceful enjoyment of their premises such that a report is made to law enforcement or the City complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident, or behavior constitute 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 police shall investigate and make a determination that such did occur and keep written records of such occurrence.
- (e) “**Disruptive Conduct Report**” A written report of disruptive conduct on a form to be prescribed thereof, to be completed by the Police who actually investigate an alleged incident of disruptive conduct and which shall be maintained by the Code Enforcement Officer or designated representative.
- (f) “**Landlord**” means any person who owns or controls a dwelling, dwelling unit, or rental unit and rents such unit, either personally or through a designated agent, to any person.
- (g) “**Law Enforcement Officer**” shall have the meaning as set forth in the Pennsylvania Rules of Criminal Procedure.
- (h) “**Manager**” means an adult individual designated by the Owner of a Regulated Rental Unit. The Manager shall be the agent of the Owner for services of process and receiving notices or demands and to perform the obligations of the Owner under the Ordinance and under Rental Agreements with Occupants.
- (i) “**Occupant**” shall mean an individual who resides in a Regulated 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.
- (j) “**Owner**” means the legal titleholder of a rental unit or the premises within which the rental unit is situated.
- (k) “**Owner-Occupied Rental Unit**” means a rental unit that is occupied in whole or in part by an individual whose name specifically appears on the deed for the property where the rental unit is located.
- (l) “**Person**” means any natural individual, firm, partnership, association, joint stock company, joint venture, public or private corporation or receiver, executor, personal representative, trust, trustee, conservator or other representative appointed by order of any court.
- (m) “**Police**” shall mean the police department of the City of Washington or any properly authorized member or officer thereof and other law enforcement agency having jurisdiction within the City of Washington.

- (n) “**Premises**” means a lot, plot, or parcel of land, including the buildings or structures thereon, which also includes dwelling units and dwellings.
- (o) “**Regulated Rental Unit**” means any dwelling unit that is rented, leased, let out, or otherwise permitted to be occupied by a person(s) other than the owner. Vacant dwelling units are classified as regulated rental units.
- (p) “**Rental Agreement**” means a written agreement between an owner or Landlord and person occupying the rental unit supplemented by the Addendum required under this Ordinance, embodying the terms and conditions concerning the use and occupancy of a Rental Unit or Premises.
- (q) “**Rental Unit**” means any dwelling unit or structure containing sleeping units; including, but not limited to, hotels, motels, bed and breakfast establishments, boarding houses, dormitories or sleeping rooms, which is leased, paid for or rental from the owner or other person in control of such units, to any tenant, whether by day, week, month, year, or any other term. Hotels, motels and bed and breakfast establishments shall be exempt from this ordinance.
- (r) “**Responsible Local Agent**” means a natural person having his or her place of residence within 7.5 miles of the Washington County Court House, which is located in the City of Washington, Washington County, Pennsylvania, and/or a professional, licensed real estate management firm with an office located within 7.5 miles of the Washington County Court House, which is located in the City of Washington, Washington County, Pennsylvania, and has been granted legal authority by the property owner in accordance with the laws of the Commonwealth as the agent responsible for operating such property in compliance with the ordinances adopted by the City.
- (s) “**Tenant**” means any individual who has the temporary use and occupation of real property owned by another person in subordination to that other person’s title and with that other person’s consent; for example, a person who rents or leases a dwelling, dwelling unit, or rental unit from a landlord.
- (t) “**Vicinity**” of Premises shall mean the condition of being near or proximity to a REGULATED RENTAL UNIT in which an occupant resides.

Section 3. Permit Requirement.

No person shall lease, rent, occupy, or otherwise allow a rental unit within the City to be occupied, within the City without first obtaining a rental permit from the City.

- (1) A person can be acquired after the owner of the rental unit shall have registered the rental unit with the City by fully completing and filing a current registration form with the City, as provided in this Ordinance.
- (2) A permit will be denied unless all of the following requirements are met:
 - a. All requirements pertaining to inspection are met;
 - b. All fees charged by the City for the registration of the rental unit shall be paid in full;
 - c. All real estate, business taxes and housing court judgments are paid in full, or City Council has approved appropriate alternative payment arrangements to insure that all financial obligations of the owner owed to the City are paid in full; and

- d. The owner or responsible local agent of the rental unit shall provide the City a document, which states the name(s), and telephone number(s) of the leaseholders who will occupy the unit. It shall also provide the length of their occupancy. This information shall be supplied annually in accordance with this Ordinance.
- (3) The rental permit shall be posted conspicuously on the premises in accordance with the Ordinance.

Section 4. Permit Restriction.

No person shall lease, rent, occupy, or otherwise allow a rental unit within the City to be occupied without first registering the rental unit with the City and designating a responsible local agent.

A. Registration Forms.

Registration shall be made upon forms furnished by the City and shall require all of the following information:

- (1) The street address and parcel identification number of the rental unit(s);
- (2) The number and types of rental units within the rental property;
- (3) Name, residence address, telephone number, and where applicable, an E-mail address, mobile telephone number, and facsimile number of all property owners of the rental unit(s);
- (4) Name, residence address, telephone number, and where applicable, an E-mail address, mobile telephone number, and facsimile number of the responsible local agent designated by the owner;
- (5) The maximum number of tenants permitted for each rental unit;
- (6) The name, address, telephone number and where applicable, an E-mail address, mobile telephone number, and facsimile number of the person authorized to collect rent from the tenants;
- (7) The name, address, telephone number and where applicable, an E-mail address, mobile telephone number, and facsimile number of the person authorized to make or order repairs or services for the property if in violation of City or State codes, if the person is other than the owner or the responsible local agent;
- (8) The name, address and telephone number of any lien-holder(s) on the rental unit or the real property on which the rental unit is located at time of annual registration.
- (9) The name, telephone number and of all lease-holders, number of occupants and the termination date of the lease.
- (10) A copy of a current valid occupancy permit for the property be provided at the initial application but shall not be necessary unless there is a transfer of property.

B. Accurate and Complete Information.

All information provided on the registration form shall be accurate and complete. No person shall provide inaccurate information for the registration of a rental unit, or fail to provide the information required for such registration. The registration form shall be signed by the property owner(s) or the designated responsible local agent, where applicable. When the owner is not a natural person, the owner information shall be that of the president, general manager or other chief executive of the organization. When more than one person has an ownership interest, the required information shall be provided for each owner.

C. Change in Registration Information or Transfer of Property.

- (1) Except for a change in the registered local agent, the property owner of a rental unit registered with the City shall re-register within sixty (60) calendar days after any change occurs in the registration information.
- (2) If the property is transferred to a new owner, the new property owner of a registered rental unit shall re-register the rental unit within sixty (60) calendar days following the transfer of the property.
- (3) Property owners shall notify the City of any change in the designation of the registered local agent, including a change in name, address, E-mail address, telephone number, mobile telephone number or facsimile number of the designated local agent within five (5) business days of the change.
- (4) A change in the lien-holder or tenants shall be made upon annual registration.

D. Registration Term and Renewals

Registration of a rental unit shall be effective for one year. All registrations shall expire on December 31st of each year. The property owner shall re-register each rental unit with the City, thirty (30) calendar days prior to the expiration of the registration of the rental unit (November 30th of each year).

E. Responsible Local Agent.

1. Any owner not residing within 15 miles of the Washington County Court House must designate a responsible local agent. Any "responsible local agent" must reside within 7.5 miles of the Washington County Court House. The "responsible local agent" shall be responsible for all of the following:
 - (a) Operating the registered rental unit in compliance with all applicable City ordinances;
 - (b) Providing access to the rental unit for the purpose of making any and all inspections necessary to ensure compliance with the applicable City ordinances;
 - (c) Maintaining a list of the names and number of occupants of each rental unit for which he or she is responsible; and
 - (d) Accepting all legal notices or services of process with respect to the rental unit.

Section 5. Inspections.

A. Basis for Inspections.

Inspections may be made to obtain and maintain compliance with the standards of this Ordinance based upon one of the following:

- (1) A complaint received by the City of Washington, or any law enforcement agency, indicating that there is a violation of the standards or the provisions of any Ordinances adopted by the City, Council or any state law;

- (2) An observation by any law enforcement officer or of any member of the City of Washington Fire Department of a violation of the standards or the provisions of any Ordinance adopted by the City or any stated law;
- (3) A report or observation of a dwelling unit that is unoccupied and unsecured or a dwelling that is damaged by fire;
- (4) The failure to register or comply in any manner with the provisions as required by this Ordinance;
- (5) The need to determine compliance with a notice or an order issued by the City;
- (6) An emergency observed or reasonably believed to exist;
- (7) A request for an inspection by the property owner; or
- (8) Requirements of law where a dwelling is to be demolished by the City or where ownership is to be transferred to the City.

B. Inspection Procedures.

- (1) When the City receives a complaint about a given unit, the City will conduct an inspection whether a rental unit is in compliance with all of the ordinances adopted by the City and state law.
- (2) If, upon completion of an inspection, the premises are found to be in violation of one or more provisions of applicable City and State codes and ordinances, the City shall provide the registered local agent and/or owner with written notice of such violations. The City shall set a re-inspection date before which such violation shall be corrected. If such violation has been corrected within that period, no further inspections and/or sanctions will be necessary. If such violations have not been corrected within that period, the City may revoke the rental permit and may take any action necessary to enforce compliance with applicable City and State codes and ordinances.
- (3) If there is a complaint filed on a property with the City, the owner and/or responsible local agent will be notified in writing. In the event that the complaint is of an emergency nature, as determined by the City, it will require immediate compliance with adopted Building Code. If the complaint is not of an emergency nature, the owner will have a period of time as legally prescribed by the City to correct such violation, after which a re-inspection or written verification from owner and/or responsible local agent and complaining party that the violation has been corrected, will be required.
- (4) If an inspection is initiated by a complaint and no violation is found to exist, no inspection fee will be assessed against the owner of the inspected rental unit in compliance.
- (5) Where a re-inspection must be made to ensure conformity with this Ordinance for those rental units that have been issued violation notices, the City will charge a separate inspection fee for every inspection when the violation has not been abated or corrected, this fee may not be waived.
- (6) If an inspection is scheduled and the owner or responsible local agent fails to appear, an inspection fee shall be assessed against the owner and/or the responsible local agent, and no inspection shall be completed until the inspection fee is paid in full.

- (7) Access to property for inspection shall be made in accordance with State and Federal laws.

Section 6: Posting of the Rental Permit or Notice of Non-Compliance.

- A. The rental permit shall be displayed in a conspicuous place in each rental unit at all times, along with the name, address and telephone number of the responsible local agent.
- B. If the owner does not comply with this ordinance, a notice of non-compliance may be placed on the building in a manner determined by the City.

Section 7: Voluntary Inspections.

- A. For a fee, an owner or a registered rental property may voluntarily request an inspection of their property by the City and/or a private inspection firm approved by the City, to insure there are no violations.

Section 8: Owner's Duties.

- A. Each owner shall be responsible for facilitating the proper and lawful use and maintenance of every rental unit which he or she owns. Every owner shall also be responsible for clearly communicating to the persons occupying the rental unit of every rental unit or premises. In this way, every Owner of a Rental Unit shall report and could be held responsible for the conduct and activity of the occupants of the rental unit, both contractually and through enforcement, as more fully set forth in this part.
- B. Disclosure: The owner shall disclose to the occupants of the rental unit in writing on or before the commencement of the tenancy:
 - 1. The name, address and telephone number of the responsible local agent; and
 - 2. The name, address and telephone number of the Owner of the rental unit or premises
- C. Before any occupant of a rental unit enters into or renews a Lease or other such Agreement to occupy a rental unit, the Owner shall furnish the occupant with the most recent inspection report prepared by the City relating to the premises, if one is available.
- D. Written Rental Agreements; No Oral Agreements.
 - 1. All Rental Agreements for rental units shall be in writing and shall be supplemented with an Addendum to their existing written leases, which shall consist of a summary of this Ordinance, which is attached hereto as Appendix A. No oral lease or oral modifications of any written agreement is permitted. All disclosures and information required by this Ordinance to be given to the occupant by the Owner shall provide the occupant with a copy of the Rental Agreement and Addendum upon execution.
 - 2. Terms and Conditions: Owner and any person occupying a rental unit may include in a Rental Agreement terms and conditions not prohibited by this Ordinance for 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 herein by this Ordinance, no Rental Agreement may provide that the person or occupant of the rental unit agrees to waive any right or

remedies under this Ordinance. A provision prohibited by this Ordinance included in a Rental Agreement shall be void and unenforceable.

4. Attachment of Ordinance. Owner shall provide every person or occupant of a rental unit with a summary of the provision of this Ordinance by attaching a copy of the same to the Rental Agreement before execution by Owner and occupant or person. Person's initials on the page containing said summary shall be conclusive that the person has read the summary. In the event the Owner and occupant or person executes a Rental Agreement prior to the effective date of this Ordinance, owner shall provide the occupant with a copy of the summary no later than sixty (60) days after the effective date of this Ordinance.

Section 9: Fees.

- A. The City Council shall establish, by resolution, an appropriate fee for rental permit registration and inspections and may review and increase such fees on an annual basis, which shall be collected by the Treasurer's Office for the City of Washington.
- B. If an inspection is initiated by a complaint and no violation is found to exist, no inspection fee will be assessed against the owner of the inspected rental unit in compliance.
- C. Where a re-inspection must be made to ensure conformity with this Ordinance for those rental units that have been issued violation notices, the City will charge a separate inspection fee for every inspection only when it is found that the violation has not been abated or corrected.
- D. Fee Schedule:
 1. Annual Rental Registration Permit: \$12.00 per unit
 2. Building Inspection Fee: \$30.00 per unit for first unit (or single family home)
\$10.00 for second unit within same building
\$5.00 per unit for all subsequent units within same building
 3. Replacement of a valid Rental Permit: \$50.00
 4. Inspection by private inspection firm: Whatever fee charged by said firm.
- E. A failure to pay any such fees assessed shall accrue interest at a rate of 6% and shall be subject to collection under the Commonwealth of Pennsylvania Municipal Claims Act and any other means allowable by law. Furthermore, any delinquencies that may accrue will be subject to collection either by the City or through its third party collector.

Section 10. Maintenance of Records.

- A. All records, files and documents pertaining to the Rental Registration and Licensing and Rental Unit Inspection Program shall be maintained by the City and all or portions of such documents shall be made available to other appropriate City Departments and the public in accordance with the applicable provisions of Pennsylvania law.
- B. Portions of the records that are not subject to FOIA (Freedom of Information Act) and contain what is considered sensitive personal information shall be kept confidential by the City and periodically destroyed in accordance with any applicable laws.

Section 11. Disruptive Conduct.

- A. The Occupant shall not engage in, not tolerate nor permit others on the premises or vicinity of premises to engage in, Disruptive Conduct, or other violations of the Ordinance.
- B. When Police investigate an alleged incident of Disruptive Conduct, he or she shall complete a Disruptive Conduct Report upon finding that the reported incident did, in his or her judgment constitute “disruptive conduct” as defined herein. The information filled in on 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 make such investigation, said Police officer shall then submit the completed Disruptive Conduct Report to the Code Enforcement Officer or designated representative. In all cases, the Code Enforcement Office shall mail a notification of the Disruptive Conduct to the Owner or Manager, or responsible local agent within fourteen (14) working days of the occurrence of the alleged Disruptive Conduct.
- C. The third occurrence of disruptive conduct within a one-year period from the most current alleged Disruptive Conduct will result in the Owner, Landlord, and/or Property Manager to take action to repossess the Regulated Rental Unit.
 - 1. Owner, Landlord and/or Property Manager must file a Tenant/Landlord Complaint against Occupants at the District Judge’s Office within thirty (30) days from the date of written notice.
 - 2. Owner/Landlord and/or Property Manager is responsible to notify the Code Enforcement Office of the time and date of hearing or request that the Magistrate’s Office send a notice to the City.
 - 3. Occupants can voluntarily remove themselves from the Premises within thirty (30) days from date of written notice.

Section 12: Compliance with Rental Agreement.

The Occupant shall comply with all lawful provisions of the Rental Agreement entered into between the Owner and Occupant. Failure to comply may result in the eviction of the Occupant by the Owner.

Section 13: Damage to Premises.

The Occupant shall not intentionally cause, nor permit to tolerate others to cause, damages to the Premises. Conduct which results in damages in excess of \$500.00 shall be considered a violation of this Ordinance.

Section 14: Initial Implementation.

- A. Initial implementation shall begin no later than, 2010 in a manner determined by the City, but in any case, all Rental Permit Registrations must be completed and paid in full no later than, 2010.
- C. It is Council’s intent that the appropriate expenditures are made on or before the initial implementation date.

Section 15: Penalty.

Violation of this Ordinance shall be a summary offense. The fine for each separate violation shall be a fine not less than \$300.00, but not more than \$1,000.00 per each unit per each month that a rental unit is not registered or inspected as required by this Ordinance, plus any fees that have been charged for inspection if applicable. Inspection fees shall not be waived or reduced. Each day an Owner of residential unit who violate any provision of this Ordinance shall constitute a separate offense. Nothing contained within this Ordinance shall be construed to limit or deny the right of the City, its agents and representatives from seeking any other equitable or legal remedies that may otherwise exist under applicable law. In addition to the fines set forth herein, the City shall be entitled to reasonable attorney's fees and costs of collection incurred in enforcing this Ordinance. Said fees shall be added to any penalties set forth above.

Section 16: Severability and Captions.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance for any reason is held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed to be a separate, distinct and independent provision of said Ordinance, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 17: Repealer.

Except as set forth hereafter, all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Section 18: Effective Date.

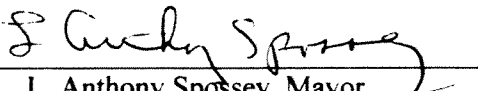
This Ordinance shall be effective immediately upon passage and being advertised as required by law.

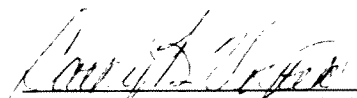
FIRST READING: November 5, 2009

FINAL READING: December 10, 2009

CITY OF WASHINGTON, PENNSYLVANIA

ATTEST:

BY: 
L. Anthony Spossey, Mayor


Cathy B. Voytek, City Clerk

(SEAL)

Appendix A
Summary – Rental Registration Ordinance
City of Washington, Pennsylvania

1. **Purpose:** The City of Washington recognizes the need for a registration program of rental units located within the City in order to ensure rental units meet all applicable building, existing structures, fire, health, safety, and zoning codes, and to provide an efficient system for compelling both absentee and local landlords to correct violations and maintain, in proper condition, rental property within the City.
2. **Applicability:** No person shall lease, rent, occupy, or otherwise allow a rental unit within the City to be occupied, without first obtaining a rental permit from the City.
3. **Inspections:** Inspections may be made to obtain and maintain compliance with the standards of this Ordinance based upon one of the following:
 - (a) A complaint received by the City of Washington, or any law enforcement agency, indicating there is a violation of the standards or the provisions of any Ordinance adopted by the City, County or any state law;
 - (b) An observation by any law enforcement officer or of any member of the City of Washington Fire Department of a violation of the standards or the provisions of any Ordinance adopted by the City or any state law;
 - (c) A report or observation of a dwelling unit that is unoccupied and unsecured or a dwelling that is damaged by fire;
 - (d) The failure to register or comply in any manner with the provisions as required by this Ordinance;
 - (e) The need to determine compliance with a notice or an order issued by the City;
 - (f) An emergency observed or reasonably believed to exist;
 - (g) A request for an inspection by the property owner; or
 - (h) Requirements of law where a dwelling is to be demolished by the City or where ownership is to be transferred to the City.
4. **Placards:** The rental permit shall be displayed in a conspicuous place in each rental unit at all times, along with the name, address and telephone number of the responsible local agent.
5. **Duty of Disclosure By the Owner:**

The owner shall disclose to the occupants of the rental unit in writing on or before the commencement of the tenancy:

 - (a) The name, address and telephone number of the responsible local agent; and
 - (b) The name, address and telephone number of the Owner of the rental unit or premises.

6. Written Rental Agreements; No Oral Agreements:

- (a) All Rental Agreements for rental units shall be in writing and shall be supplemented with the Addendum attached hereto as Appendix A. No oral lease or oral modifications of any written agreement is permitted. All disclosures and information required by this Ordinance to be given to the occupant by the Owner shall provide the occupant with a copy of the Rental Agreement and Addendum upon execution.
- (b) Prohibited Provisions: Except as otherwise provided herein by this Ordinance, no Rental Agreement may provide that the person or occupant of the rental unit agrees to waive any rights or remedies under this Ordinance. A provision prohibited by this Ordinance included in a Rental Agreement shall be void and unenforceable.

7. Disruptive Conduct: **TENANT MAY BE EVICTED FOR A VIOLATION(S) OF THIS ORDINANCE, WHICH CONSTITUTES “DISRUPTIVE CONDUCT.”** The Occupant/Tenant shall not engage in, nor tolerate or permit others on the Premises or Vicinity of Premises to engage in, Disruptive Conduct, or other violations of the Ordinance. **TENANTS SHALL BE RESPONSIBLE FOR THE DISRUPTIVE CONDUCT OF THEIR FAMILY AND GUESTS ON THE PREMISES.**

“Disruptive Conduct” is defined in the Ordinance as any form of conduct, action, incident or behavior perpetrated, caused or permitted, by any occupant at a rental unit that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other persons or reasonable sensibility in their peaceful enjoyment of their premises such that a report is made to law enforcement or the City complaining of such conduct, action, incident or behavior. It is not necessary that such conduct, action, incident or behavior constitute 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 police shall investigate and make a determination that such did occur and keep written records of such occurrence.

8. Damages to Premises: The Occupant shall not intentionally cause, nor permit to tolerate others to cause, damages to the Premises. Conduct which results in damages in excess of \$500.00 shall be considered a violation of this Ordinance.