

**AN ORDINANCE**

**NO. \_\_\_\_\_**

**AN ORDINANCE To Amend The Code Of The Township Of Lower Merion, Chapter 92, Housing-Property Maintenance By Removing The Provisions For Residential Rental Licensing And The Definitions Of Certain Defined Terms Found Only In Those Provisions; By Amending Chapter 75, Fair Housing, To Read Chapter 75, Housing; By Amending Chapter 75 In Its Entirety To Retain Provisions For Fair Housing And By Adding Thereto Provisions For Student Rental Licensing And Residential Rental Licensing; And By Amending Chapter A167, Fees, To Provide A Fee Schedule For Student And Residential Rental Licensing.**

The Board of Commissioners of the Township of Lower Merion does hereby enact and ordain:

**Section 1.** The Code of the Township of Lower Merion, Chapter 92 Housing-Property Maintenance shall be amended by revising the name of the Chapter to read: Chapter 92 – Property Maintenance.

**Section 2.** The Code of the Township of Lower Merion, newly designated Chapter 92 Property Maintenance, § 92-2 Insertions, additions and revisions, shall be amended by removing subsection M thereof in its entirety, thus deleting Section 113 of the International Property Maintenance Code 2018, and by revising subsection N thereof by removing the definitions of Multifamily Apartment House, One-Family Dwelling, Residential Rental Unit, Rooming House and Two-Family Dwelling, leaving the definitions of Family and Hotel, so that subsection N shall read henceforth as follows:

**§ 92-2 Insertions, additions and revisions.**

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**M. — A new Section 113, Licensing, shall be added to provide as follows:**

**SECTION 113 Licensing**

**113.1 License required.** No person, firm or corporation shall operate any residential rental unit or rooming house unless that person, firm or corporation holds a current operating license issued by the Department of Building Regulations and Permits for the specific residential rental unit or rooming house named therein. Such license shall be valid until December 31 in the year in which it is issued, unless revoked, and shall be renewed for successive periods of one year. Licenses are not transferable.

**113.2 Application.** Applications for licenses to operate residential rental units or rooming houses and for renewal thereof shall be on forms provided by the Department of Building

~~Regulations and Permits. Such forms shall set forth the owner's name and address, the number of residential rental units or rooming units, the name of the person, firm or corporation located in the Township responsible for the care and maintenance of the building and any other information which the Department of Building Regulations and Permits may require.~~

~~113.3 Revocation. A license may be revoked for any violation of the Property Maintenance Code or any other regulation of the Township of Lower Merion relating to the use and occupancy of improved real estate.~~

~~113.4 Residency requirement. A license will not be issued or renewed to a person, firm or corporation who does not either reside in the Township of Lower Merion or have an office in the Township, unless that person, firm or corporation designates, in writing, an agent in the Township for the receipt of any notice of violation.~~

~~113.5 Residential rental unit. Each application for a license to operate a residential rental unit shall be accompanied by a fee set forth in the then current fee schedule which shall have been adopted by resolution or ordinance of the Board of Commissioners.~~

~~113.6 Rooming house fee. Each application for a license to operate a rooming house shall be accompanied by a fee set forth on the then current fee schedule which shall have been adopted by resolution or ordinance of the Board of Commissioners.~~

~~113.7 Occupant registration. The owner or agent of any residential rental unit located in the Township of Lower Merion shall submit to the Department of Building Regulations and Permits a list of the names of all occupants 18 years of age and older residing in each rental unit. Said list shall be submitted within 60 days from the effective date of this chapter and shall be updated annually thereafter or if there is any change in occupancy.~~

~~113.8 Maintenance of common areas; emergency access. In every multiple family apartment house, the owner shall be responsible or shall engage a person or persons who shall be capable of and responsible for the repair and maintenance of the common areas of the dwelling and responding to service requests and emergency needs, including entry into units where an emergency appears to exist. Such person or persons shall be situated close enough to the dwelling as to be able to, and shall, service tenant and emergency calls with reasonable dispatch, provided that in the event of such multiple dwellings or combination of apartment houses on the same parcel containing 45 or more units, such person or persons shall be situated on the premises. The owner shall conspicuously post in the common areas of the dwelling and advise the tenants individually of the names, addresses and telephone numbers of such person or persons.~~

~~113.9 Addressing. All dwelling units shall have a number or letter designation placed on the main entrance door to each unit.~~

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N. In Section 202, General Definitions, the definitions of Family and Hotel shall be added to provide as follows:

**FAMILY**

Any number of individuals living and cooking together as a single housekeeping unit, but not more than three unrelated individuals. The term "unrelated individual" shall be as defined in the definition of family in Chapter **155** of the Code of the Township of Lower Merion.

**HOTEL**

A building comprised of a group of 10 or more lodging units that provide temporary residential accommodation for tourism and business purposes, typically with space and services for dining, meeting, and recreation.

**Section 3.** The Code of the Township of Lower Merion, Chapter 75, Fair Housing, shall be amended by revising the name of the Chapter to read: Chapter 75 – Housing.

**Section 4.** The Code of the Township of Lower Merion, newly designated Chapter 75, Housing, shall be amended in its entirety to provide as follows:

**Chapter 75 – Housing**

**Article I. Definitions**

**§75-1 Definitions; word usage**

The following words and phrases, as used in this Chapter, shall have the meanings ascribed to them in this section, unless the context indicates a different meaning. The masculine includes the feminine; the singular includes the plural and the plural includes the singular.

**CODE**

Any code or ordinance adopted, enacted and/or in effect in and for the Township of Lower Merion concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit or dormitory unit.

**COMMON AREA**

Any open area within a structure shared by tenants or that the tenants have the right to share including, but not limited to, kitchens, bathrooms, living rooms, dining rooms, attics, basements and any room used for parties, social events or the congregation of people, excepting bedrooms.

**DIRECTOR**

The Director of Building and Planning of the Township of Lower Merion and/or his/her duly authorized representatives.

## **DISRUPTIVE CONDUCT**

Any form of conduct, action, incident or behavior perpetrated, caused or permitted by any tenant or guest of a student rental unit that is loud, untimely (as to hour of the day), offensive, riotous or otherwise that it disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises such that a report is made by the Lower Merion Police Department and/or to the Director complaining of such conduct, action, incident or behavior. It is not necessary that such conduct, action, incident, or behavior constitutes a criminal offense, nor 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 Director or Lower Merion Police Department shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrence.

## **DISRUPTIVE CONDUCT REPORT**

A written report of disruptive conduct on a form to be prescribed therefore, to be completed by the Director or Lower Merion Police Officer, as the case may be, who actually investigates an alleged incident of disruptive conduct, and which shall be maintained by the Director or Lower Merion Police Department.

## **DORMITORY UNIT**

A space in a building owned or leased and managed by a college or university where group sleeping accommodations are provided in one room, or in a series of closely associated rooms, for persons who are not members of the same family group, as in college dormitories or fraternities and sororities.

## **DWELLING**

A building having one or more independent dwelling units.

## **DWELLING UNIT**

One or more rooms, including "apartments," used for living and sleeping purposes, having a kitchen or kitchenette with fixed cooking facilities and a bathroom with a toilet and bathtub or shower.

## **GUEST**

A person on the premises with the actual or implied consent of a tenant.

## **LANDLORD**

One or more persons, jointly or severally, or an entity in whom/which is vested all or part of the legal title to a rented premises or all or part of the beneficial ownership thereof, including a mortgage holder in possession, (same as "owner").

## **MANAGER**

An adult individual designated by the owner of a dwelling or multiple-unit dwelling pursuant to § 75-10(B). The manager shall be the agent of the owner for service of process and receiving notices or demands and to perform the obligations of the owner under this Article and under rental agreements with tenants.

**MULTIPLE-UNIT DWELLING**

A building containing two or more independent dwelling units including, but not limited to, double houses, row houses, townhouses, condominiums, apartment buildings and conversion apartments.

**OWNER**

One or more persons, jointly or severally, or an entity in whom/which is vested all or part of the legal title to the premises or all or part of the beneficial ownership of a premises, including a mortgage holder in possession.

**OWNER-OCCUPIED DWELLING UNIT**

A dwelling unit in which the owner, who is not a student, resides on a regular, permanent basis.

**PREMISES**

Any parcel of real property in the Township, including the land and any single-family, duplex, or multifamily dwelling structure and appurtenant structures or appurtenant elements, including common areas, including those on which one or more student rental units are located.

**PROPERTY MAINTENANCE CODE**

All codes and regulations adopted by the Township of Lower Merion pertaining to the maintenance of the premises.

**RESIDENTIAL RENTAL LICENSE**

The license issued by the Township to the owner of residential rental units under this Article, which is required for the lawful rental and occupancy of residential rental units.

**RESIDENTIAL RENTAL UNIT**

A dwelling unit which is occupied under a rental agreement by one or more unrelated individuals who are not students or the owner of record.

**RENTAL AGREEMENT**

A written agreement or lease between owner/landlord and tenant/tenants, embodying the terms and conditions concerning the use and occupancy of a specified student rental unit or premises.

**SERVICES**

Heat, light, water, quiet enjoyment and any other necessity or convenience to which a tenant of a premises is legally entitled pursuant to an existing lease or arrangement of tenancy or by law or ordinance.

**STUDENT**

A person who is registered to be enrolled or who is enrolled and matriculating in an undergraduate or graduate program at a college or university or who is on a semester or summer break from studies at a college or university. This definition

does not include persons to be enrolled or who are enrolled and matriculating as part of a graduate studies program on a part-time basis.

### **STUDENT RENTAL LICENSE**

The license issued by the Township to the owner of student rental units under this Article, which license is required for the lawful rental and occupancy of student rental units.

### **STUDENT RENTAL UNIT**

A dwelling unit which is occupied under a rental agreement by two or more unrelated students who are not the owner(s) of record.

### **TENANT**

An individual who resides in a student 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 or by the laws of the Commonwealth of Pennsylvania.

### **TOWNSHIP**

The Township of Lower Merion, Montgomery County, Pennsylvania.

### **UNFAIR RENTAL PRACTICE**

Any act in violation of § 75-4 of this chapter.

### **UNRELATED**

Of or pertaining to two or more persons not related to one another through blood to the level of second cousins, adoption or marriage.

## **Article II. Fair Housing**

### **§ 75-2 Legislative findings.**

The Board of Commissioners of the Township of Lower Merion hereby makes the following legislative findings of fact:

- A. In order to protect the health, safety and general welfare of the citizens and inhabitants of the Township of Lower Merion, the Board of Commissioners has adopted a comprehensive Fire Prevention Code as Chapter 78 of this Code, a Housing Code as Chapter 75 and a comprehensive Property Maintenance Code as Chapter 92 of this Code.
- B. The enforcement of these protective legislative measures has been seriously hampered because the owners of property against whom tenants have filed complaints with the appropriate township authorities, revealing Fire Prevention Code violations, Housing Code violations or Property Maintenance Code violations, have developed practices of evicting complaining tenants for these reasons or upon other convenient and spurious pretexts and of withholding services which are required by existing leases or

arrangements of tenancy or by law or ordinance from complaining tenants for these reasons or upon other convenient and spurious pretexts.

- C. Fearful of eviction or of the withholding of services, tenants have been hesitant to report violations and have been compelled to live under conditions which are in violation of existing ordinances and which create situations dangerous to the health and safety of the tenants and the entire community.
- D. The provisions of this chapter are necessary to eliminate the aforesaid practices, all for the protection of the public health, safety and welfare.

**§ 75-3 Title.**

This Article shall be known and may be cited as the "Lower Merion Fair Housing Code.

**§ 75-4 Unfair rental practices.**

- A. Whenever any premises are found in violation of any provision of the Lower Merion Fire Prevention Code (Chapter **78** of this Code), Lower Merion Housing Code (Chapter 75 of this Code) or of the Lower Merion Property Maintenance Code (Chapter **92** of this Code) and a notice of violation has been issued by any authorized department or official of the township, it shall be a violation of this chapter for any owner, landlord, agent or other person operating or managing such premises to:
  - (1) Terminate the lease (the phrase "terminate the lease" shall not mean the expiration of the term of a lease due to the passage of time) with the existing tenant unless the tenant has failed to pay rent, committed waste, engaged in conduct that disturbs other tenants' peaceful enjoyment of the premises or caused the premises to be in violation under any provision of the Lower Merion Code.
  - (2) Withhold any services from a tenant.
  - (3) Offer, tender, give, exchange or transfer possession or the right to possession to any person not in possession of the premises upon any terms or conditions until the violation has been corrected.
  - (4) Make, alter, amend or modify any term, including rent, or condition of any existing lease or arrangement of tenancy with any person in possession of the premises at the time the notice of violation is issued until the violation has been corrected.
  - (5) Make, alter, amend or modify any term, including rent, or condition of any existing lease or existing arrangement of tenancy with any tenant for a period of one year after correction of any violations where the action against the tenant is intended to collect the cost or value of making any or all of the corrections necessary to comply with the Lower Merion Code and where also any violation has remained uncorrected, whether or not a notice of violation has been given by the Township of Lower Merion, for a period of one year or more prior to the date of correction.

B. It shall be a violation of this chapter for any owner, landlord, agent or other person operating or managing premises to terminate a lease (the phrase "terminate a lease" shall not mean the expiration of the term of a lease due to the passage of time) with a tenant or to make, alter, amend or modify any term, including rent, or condition of any existing lease or existing arrangement of tenancy with a tenant or to withhold services from a tenant in retaliation for:

- (1) Any violation having been found against the premises.
- (2) The filing of a complaint alleging a violation.
- (3) The joining of any lawful organization or any other exercise of a legal right.

C. The provisions of this section shall not apply to:

- (1) Any bona fide transfer of title incident to a sale of the premises, but any subsequent owner, landlord, agent or other person operating or managing such premises shall be subject to the provisions of this chapter.
- (2) Any owner, landlord or agent or other person operating or managing any premises against which a notice of violation has been issued who desires to terminate an existing occupancy in order that the premises may be rehabilitated and the violation cured, and the Director issues a certification that such work requires that the premises be vacated.

D. No provision of this section can be waived or made subject to a contract between the parties depriving a tenant of the benefits of this section.

#### **§ 75-5 Enforcement.**

This Article shall be enforced by the Director.

#### **§ 75-6 Violations and penalties.**

Any person, firm or corporation who shall violate any of the provisions of this Article shall be liable, on conviction thereof, to a fine or penalty not exceeding \$600 for each and every offense; and whenever such person, firm or corporation shall have been notified by the Director by regular, certified or registered mail, verbally or by service of process that he is committing such violation of this chapter, each day that he shall continue such violation after such notification shall constitute a separate offense punishable by a like fine or penalty. Such fines or penalties shall be collected as like fines or penalties are now by law collected.

#### **§ 75-7 Other remedies.**

In addition to the penalty provisions of this chapter, any appropriate action or proceeding, whether in law or in equity, may be instituted or taken by the Township of Lower Merion or by any aggrieved person against any person, firm or corporation who is in violation of or has

violated any of the provisions of this chapter in order to cause such violation to cease or to redress such violation.

## **ARTICLE III – STUDENT RENTAL REGULATIONS**

### **§ 75-8 Purpose.**

A. It is the purpose of this Article and the policy of the Board of Commissioners of the Township of Lower Merion, in order to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of owners and tenants relating to the rental of certain dwelling units and dormitory units to students in the Township of Lower Merion and to encourage owners and tenants to maintain and improve the quality of student rental housing within the community. It is also the policy of the Township that owners, managers, and tenants share responsibilities to obey the various codes adopted to protect and promote public health, safety and welfare. To those ends, this Article provides for a system of inspections, issuance and renewal of student rental licenses and sets penalties for violations.

This Article shall be liberally construed and applied to promote its purposes and policies. While the Board of Commissioners of the Township of Lower Merion acknowledges the significant contribution that institutions of higher learning, their students, faculty and staff make to the culture and economy of the Township of Lower Merion, in recent years, adverse effects of student housing on residential neighborhoods have increased and there has been an increase in disruptive student behavior that threatens the health, safety and welfare of student and non-student citizens of the Township of Lower Merion.

B. Accordingly, the Board of Commissioners of the Township of Lower Merion makes the following findings relating to student housing and its effect on the residential neighborhoods of the Township of Lower Merion and the effect of student lifestyles on the health, safety and welfare of the student citizens and non-student citizens:

- (1) When compared to other unrelated cohabitating individuals and traditional families, groups of students have different hours, work and social habits and frequently cause noise, disturbances and problems in residential neighborhoods.
- (2) There is a greater incidence of violations of various codes of the Township at residential properties where owners rent such property to students.
- (3) The concentration of dwelling units occupied by students changes the character of a neighborhood and displaces middle- and lower-income housing by absorbing housing units and rendering the remaining units less desirable for more traditional residential use.
- (4) There are sufficient differences between student and nonstudent dwellings and the behavior of students and non-student residents to justify different regulations for student and non-student rental housing.

(5) The Board of Commissioners of the Township of Lower Merion finds that college and universities located in and bordering the Township have sufficient resources and interest to properly manage their dormitories and there is no need to regulate such dormitories or student housing units located on and managed by local colleges and universities.

**§ 75-9 Owner's Duties.**

**A. General Regulations.**

(1) It shall be the duty of every owner to keep and maintain all student rental units in compliance with all applicable codes and provisions of all other applicable State laws and regulations and local ordinances and to keep such property in good and safe condition.

(2) Every owner shall also be responsible for regulating the conduct and activities of the tenants of every student rental unit which he, she or it owns in the Township, which conduct or activity takes place at such student rental unit or its premises. In order to achieve those ends, every owner of a student rental unit shall regulate the conduct and activity of the tenants thereof, both contractually and through enforcement, as more fully set forth below.

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

(4) This Article is not intended to, nor shall its effect be, to limit any other enforcement remedies which may be available to the Township against an owner, tenant or guest thereof.

**B. Designation of a Property Manager.** Every owner who is not a full-time resident of the Township of Lower Merion, or elsewhere in an area that is within 10 miles from the Township of Lower Merion, shall designate a manager who, if an individual, shall reside in an area within 10 miles from the Township of Lower Merion. If the manager is an entity, an individual representative of the manager residing within 10 miles from the Township shall be designated. If the owner is a corporation, a manager shall be required if an officer of the corporation does not reside in the aforesaid 10 mile area from the Township. The officer shall perform the same function as a manager. If the owner is a partnership, a manager shall be required if a partner does not reside in the aforesaid 10

mile area from the Township. Said partner shall perform the same function as a manager. The manager shall be the agent of the owner for service of process and receiving of notices and demands, as well as for performing the obligations of the owner under this Article and under rental agreements with tenants. The identity, mailing address, email address, and cellphone numbers(s) of a person who is designated as manager hereunder shall be provided by the owner or manager to the Township and such information shall be kept current and updated as it changes.

C. **Disclosure.** The owner or property manager shall disclose to the tenant in writing on or before the commencement of the tenancy:

- (1) The name, address and telephone number of the manager, if applicable.
- (2) The name, address and telephone number of the owner(s) of the premises.

D. **Maintenance of Premises.**

- (1) The owner shall maintain the premises in compliance with the applicable codes of the Township and shall regularly perform or arrange for all routine maintenance, including lawn mowing and ice and snow removal and shall promptly make any and all repairs necessary to fulfill this obligation. The owner and tenant may agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling.
- (2) In no case shall the existence of any agreement between owner and tenant relieve an owner of any responsibility under this Article or other ordinances or codes for maintenance of premises.

E. **Written Rental Agreement.**

- (1) All rental agreements for student rental units shall be in writing and submitted to the Township with all student rental license applications. No oral leases and no oral modifications thereof are permitted. All disclosures and information required to be given to tenants by the owner shall be furnished before the signing of the rental agreement. The owner shall provide each tenant with copies of the rental agreement upon execution.
- (2) All agreements are required by this Article to show the names of all authorized tenants of the student rental unit and state the total number of persons who may occupy the student rental unit. Each individual found to be dwelling in a student rental unit who is not an authorized tenant shall constitute a separate violation of the rental agreement and this Article.
- (3) Terms and Conditions. Owner and tenant may include in a rental agreement terms and conditions not prohibited by this Article or other applicable ordinances, regulations, and laws, including rent, term of the agreement and other provisions governing the rights and obligations of the parties.

- (4) Prohibited Provisions. Except as otherwise provided by this Article, no rental agreement may provide that the tenant or owner agrees to waive or to forego rights or remedies under this Article. A provision prohibited by this subsection included in a rental agreement is unenforceable.
- (5) The Township shall be furnished with a copy of the current rental agreement entered into for each student rental unit as a supplement to each student rental license application. Student rental licenses shall not be issued without a current rental agreement on file with the Township. It shall be the responsibility of the owner/manager of the student rental unit to keep this information current and submit new or amended rental agreements to the Township within 20 days from the date of execution.

F. Landlord-Tenant Act. The owner shall comply with all provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.

G. Common Areas. Where an owner of a student rental unit does not regulate the use of common areas and the behavior of tenants and guests in the common areas of student rental units is violative hereunder, the owner shall be directly responsible for the behavior of tenants and guests in the common area as if the owner were a tenant. The failure of the owner to regulate behavior of tenants and guests in the common areas of student rental units that result in the following shall be a violation of this Article:

- (1) Engaging in fighting or threatening, or in violent or tumultuous behavior;
- (2) Making unreasonable noise disturbing to others;
- (3) Creating a hazardous or physically offensive condition by any act which serves no legitimate purpose of the actor; or
- (4) Partaking, either directly or by association, in disruptive conduct as defined by the Township.

H. Enforcement Actions.

- (1) Within 10 days after receipt of written notice from the Director that a tenant of a student rental unit has violated a provision of this Article, the owner shall take immediate steps to remedy the violation and take steps to assure that there is not a reoccurrence of the violation.
- (2) Within 20 days after receipt of a notice of violation, the owner shall file with the Director a report, on a form provided by the Township, setting forth what action the owner has taken to remedy the violation and what steps he or she has taken to prevent a reoccurrence of the violation. The report shall also set forth a plan as to steps the owner will take in the future if the violation reoccurs. The owner shall notify the Township of changes in the occupancy within 10 days of the change and shall provide the name of the person who is no longer residing in the premises. In the event a person departs and a new tenant is added, the name,

permanent address and permanent telephone number of the new tenant(s) shall be provided to the Township.

- (3) The Director shall review the report and, if adequate steps have been taken and the plan is adequate to address future violations, shall approve the plan. The owner shall, on his or her initiative, enforce the plan and failure to do so shall be a violation of this Article.
- (4) In the event that a third violation occurs within a license year involving the same tenant or tenants, the Director may direct the owner to evict the tenants who violated this Article and to not permit the tenant to occupy the premises during the subsequent licensing period.

I. Code Violations. Upon receiving notice of any code violations from the Director, the owner shall promptly take action, or cause the necessary action to be taken, to abate the offending condition and eliminate the violation.

J. The owner shall permit inspections of any student rental units or premises by the Director at reasonable times upon reasonable notice.

K. The owner shall retain the following for every student rental unit:

- (1) The current license and current inspection report issued by the Director for all student rental units on the premises.
- (2) The licensed application required by this Article and the rental agreement showing the names of the authorized tenants of all student rental units on the premises.
- (3) The total number of persons who may occupy the student rental unit and any common areas located within the student rental unit.

#### **§ 75-10 Tenant Duties.**

- A. General. The tenant shall comply with all obligations imposed upon tenants by this Article, all applicable codes and ordinances of the Township and all applicable provisions of State law.
- B. Health and Safety Regulations. The maximum number of persons permitted in any student rental unit or common area shall not exceed the designated maximum number of persons permitted under Township or State Code.
- C. Peaceful Enjoyment. The tenant shall conduct himself or herself and require other persons including, but not limited to, guests on the premises and within his or her student rental unit with his or her consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others, and that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by the persons occupying same.

- D. Residential Use. The tenant shall, unless otherwise permitted by applicable law or ordinance, occupy or use his or her student rental unit for no other purpose than as a residence.
- E. Illegal Activities. The tenant shall not engage in, nor tolerate nor permit others on the premises to engage in, any conduct declared illegal under the Pennsylvania Crimes Code (18 Pa. C.S.A. § 101 et seq.) or Liquor Code (47 P.S. § 1-101 et seq.), or the Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. § 780-101 et seq.).

- F. Disruptive Conduct.

- (1) The tenant shall not engage in, nor tolerate nor permit guests in the student rental unit or on the premises of the student rental unit to engage in disruptive conduct or other violations of this Article.
- (2) When Lower Merion Police Department or a Code Enforcement Official investigates an alleged incident of disruptive conduct, he or she shall complete a disruptive conduct report, in addition to any other report or citation as applicable, upon a 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 from. Where the Lower Merion Police Department makes such investigation, said Lower Merion Police Department officer shall then submit the completed disruptive conduct report to the Director.

In all cases, the Director shall mail a copy of the disruptive conduct report to the owner or manager within three working days of the occurrence of the alleged disruptive conduct, whether the person making the investigation on behalf of the Township is a Code Enforcement Official or a Lower Merion Police Officer.

- G. Compliance with Rental Agreement. The tenant shall comply with all lawful provisions of the rental agreement entered into between owner and tenant. Failure to comply may result in the eviction of the tenant by the owner.
- H. Damage to Premises. The tenant shall not intentionally cause, nor permit nor tolerate others to cause, damage to the student rental unit or the premises of the student rental unit. Conduct which results in damages in excess of \$500 shall be considered a violation of this Article.
- I. Inspection of Premises. The owner and tenant of a student rental unit shall permit inspections by a Code Enforcement Official of the student rental unit, common areas of the student rental unit, and the premises of the student rental unit at reasonable times, upon reasonable notice.
- J. Removal or Defacement of Notice. It shall be a violation of this Article for any person to remove or deface any notice of a document required to be posted within a student rental unit, common area of a student rental unit, or the premises of a student rental unit and it

shall be unlawful for any person to occupy the student rental unit unless the student rental unit is properly licensed by Lower Merion Township.

K. It shall be a violation of this Article for any tenant, guest, or any other person to engage in disruptive conduct as defined by this Article.

**§ 75-11 Licenses and inspection.**

A. License Requirement.

- (1) A license shall be required for all student rental units.
- (2) The application for the license shall be in a form as determined by the Township.
- (3) As a prerequisite to entering into a rental agreement or permitting the occupancy of any student rental unit (except as provided in this Article), the owner of every such student rental unit shall be required to apply for and obtain a license for each student rental unit.
- (4) The following categories of rental properties shall not require a student rental license, and shall not, therefore, be subject to the permitting provision of this Article:
  - (a) Owner-occupied dwelling units, provided that not more than two unrelated individuals, in addition to the immediate members of the owner's family, occupy the dwelling unit at any given time.
  - (b) Dwelling units which are occupied under a rental agreement by two or more unrelated individuals who are not students or the owner of record.
  - (c) Hotels and motels.
  - (d) Hospitals and nursing homes.
  - (e) Bed-and-breakfast units as defined by the Township's Zoning Code.
- (5) A license shall not be required for multiple-unit dwellings, although a license shall be required for each student rental unit within a multiple-unit dwelling. The foregoing notwithstanding, all other provisions of this Article shall apply to the common areas of the structure.
- (6) The owner shall maintain a current and accurate list of the tenants in each student rental unit which shall include their name, permanent address and permanent telephone number which shall be provided to the Township on an annual basis and available for inspection upon reasonable notice. The owner shall notify the Township of changes in the occupancy within 10 days of the change and shall provide the name of the person who is no longer residing in the premises in the

event a person departs and the name, permanent address and permanent telephone number of new tenants in the event a new person is added.

- (7) The owner shall furnish with his or her application for a student rental license a copy of the executed rental agreement for the student rental unit. The license will not be issued if the rental agreement does not meet the requirements of § 75-10(E) of this Article. The student rental license will not be issued if a fully executed rental agreement for the student rental unit is not furnished with the owner's application. The Township shall keep copies of leases that it retains in confidence and shall not disclose their contents except as part of official Township Business.
- (8) The owner shall furnish with his or her application for a license a floor plan, drawn to scale, with the measurements of each room within the student rental unit. The owner shall submit the scale drawing only with the first application submitted after the enactment of this Article. In the event that there are changes to the floor plan, the owner shall submit a revised floor plan with the application first submitted after the changes to the floor plan were made.
- (9) In the event that a license is denied by the Director, the owner shall have the right to appeal to the Board of Commissioners of the Township of Lower Merion within 30 days of mailing of the notice of denial of the application. The hearing before the Board of Commissioners shall be governed by the Local Agency Act.
- (10) No license shall be issued to an owner unless the student rental unit is in compliance with all applicable codes and ordinances of the Township of Lower Merion.

B. Annual License Term, Fee and Occupancy Limit.

- (1) Each license shall have an annual term running from January 1 through December 31 of each calendar year.
- (2) Upon application for a license and prior to issuance or renewal thereof, each applicant shall pay to the Township an annual license and inspection fee, in an amount to be established, from time to time, by the Board of Commissioners which may provide for more than one fee scale for different categories of premises, to be more specifically set forth by the Board of Commissioners.
- (3) The license shall indicate thereon the maximum number of tenants in each student rental unit.
- (4) No license shall be issued if the owner has not paid any fines and costs arising from enforcement of this Article or any of the ordinances of the Township of Lower Merion relating to land use and/or code enforcement or if any licensing fees under this Article are due and owing the Township.

C. Inspection.

- (1) All premises shall be subject to periodic inspection by the Township. Such inspection may take place when an application is submitted for a license, or at any time during the year.
- (2) The Director is hereby designated as the official authorized to enforce this Article and to take appropriate measures to abate violation hereof, for and on behalf of the Township of Lower Merion.
- (3) This Section shall not be construed as to limit or restrict the authority of Township officials to conduct inspections of premises, whether or not subject to the permitting and inspection requirements of this Article, pursuant to any other ordinance or code.
- (4) If upon the initial inspection, violations of the Codes of the Township of Lower Merion are identified, owner shall pay a reinspection fee for each and every time it is necessary for a code enforcement official of the Township of Lower Merion to reinspect the property until no such violations are found. The amount of the reinspection fee is to be determined by the Board of Commissioners of the Township of Lower Merion, from time to time.

D. Search Warrant. Upon a showing of probable cause that a violation of this Article or any other ordinance of the Township of Lower Merion has occurred, the Township may apply to the magisterial district justice having jurisdiction in the Township of Lower Merion for a search warrant to enter and inspect the premises.

**§ 75-12 Grounds for nonrenewal, suspension or revocation of license.**

A. General. The Director may initiate disciplinary action against an owner that may result in a formal warning, nonrenewal, suspension or revocation of the owner's license, for violating any provision of this Article that imposes a duty upon the owner and/or for failing to regulate the breach of duties by tenants as provided for herein.

B. Definitions of Options.

- (1) Formal Warning. Formal written notification of at least one violation of this Article. Upon satisfactory compliance with this Article and any conditions imposed by the Director, the formal warning shall be removed when the owner applies for license renewal at a time set by the Director.
- (2) Nonrenewal. The denial of the privilege to apply for license renewal after expiration of the student rental license term. The Township will permit the owner to maintain tenants in the premises until the end of the license term but will not accept applications for renewal of the student rental license until a time set by the Director.

- (3) Suspension. The immediate loss of the privilege to rent student rental units for a period of time set by the Director. The owner, after the expiration of the suspension period, may apply for license renewal without the need to show cause why the owner's privilege to apply for a license should be reinstated. Upon suspension, the owner shall take immediate steps to evict the tenants.
- (4) Revocation. The immediate loss of the privilege to rent student rental units for a period of time set by the Director and the loss of the privilege to apply for renewal of the student rental license for the current and following annual license terms. The owner, after the expiration of the revocation period, may apply for license renewal, but will be required to show cause why the owner's privilege to apply for a student rental license should be reinstated. Upon the loss of the privilege to rent, the owner shall take immediate steps to evict the tenants of the student rental unit.

C. Criteria for Applying Discipline. The Director, when recommending and applying discipline, shall consider the following:

- (1) The effect of the violation on the health, safety and welfare of the tenants of the student rental unit and other residents of the premises.
- (2) The effect of the violation on the neighborhood.
- (3) Whether the owner has prior violations of this Article and other ordinances of the Township or has received notices of violations as provided for in this Article.
- (4) Whether the owner has been subject to disciplinary proceedings under this Article.
- (5) The effect of disciplinary action on the tenants.
- (6) The action taken by the owner to remedy the violation and to prevent future violations, including any written plan submitted by the owner.
- (7) The policies and rental agreement language employed by the owner to manage the student rental unit to enable the owner to comply with the provisions of this Article.
- (8) In addition to applying discipline as set forth above, the Director may apply and impose upon the existing or subsequent licenses reasonable conditions related to fulfilling the purposes of this Article.

D. Grounds for Imposing Discipline. Any of the following may subject an owner to discipline as provided for in this Article:

- (1) Failure to abate a violation of Township codes and ordinances that apply to the premises within the time directed by the Director.

- (2) Refusal to permit the inspection of the premises by the Township as required by § 75-12(C).
- (3) Failure to take steps to remedy and prevent violations of this Article by tenants of student rental units as required by § 75-10 of this Article.
- (4) Failure to file and implement an approved plan to remedy and prevent violations of this Article by tenants of a student rental unit as required by § 75-10 of this Article.
- (5) Failure to evict tenants after having been directed to do so by the Township as provided for in § 75-10 of this Article.
- (6) Three violations of this Article or other ordinances of the Township that apply to the premises within a license term. For purposes of this Article, there need be no criminal conviction before a violation can be found to exist. Before a prior violation can be considered under this Section, the owner must have received notice in writing of this violation within 30 days after the Director issues the notice of violation.
- (7) Failure to register with the Township's Business Tax Collector, maintain their current business license, and pay any tax or fee as outlined and required by Chapter 138 of the Code of Lower Merion Township.

E. Procedure for Nonrenewal, Suspension or Revocation of License and Appeal.

- (1) Notification. Following a determination that grounds for nonrenewal, suspension or revocation of a license exist, the Director shall notify the owner of the action to be taken and the reason therefor. Such notification shall be in writing, addressed to the owner in question and shall contain the following information:
  - (1) The address of the premises in question and identification of the particular student rental unit(s) affected.
  - (2) A description of the violation which has been found to exist.
  - (3) A statement that the license for said student rental unit(s) shall be either suspended or revoked or will not be renewed for the next license year, or that the owner will receive a formal warning. In the case of a suspension or revocation, the notice shall state the date upon which such suspension or revocation will commence and shall also state the duration of said suspension or revocation.
  - (4) A statement that, due to the nonrenewal, suspension or revocation (as the case may be), the owner or any person acting on his, her or its behalf is prohibited from renting, leasing or permitting occupancy of the student dwelling unit(s) by more than two unrelated students subject to said enforcement action, from and during the period said action is in effect.

- (5) A statement informing the owner that he, she or it has a right to appeal the decision suspending, revoking or declining to renew the license to the Board of Commissioners, by submitting in writing to the Township Secretary, within 30 days from the date printed on the notice, a detailed statement of the appeal including the grounds therefor and the reason(s) alleged as to why the determination of the Director is incorrect or should be overturned, and a statement of relief requested by the appellant. Such notice of appeal may be required to be submitted on a form to be prescribed therefor by the Board of Commissioners, to be signed by the appellant. There is hereby imposed a fee for filing of such appeals, the amount of which shall be determined and established, from time to time, by the Board of Commissioners.
- (6) Upon receipt of such an appeal in proper form, accompanied with the requisite filing fee, the Township Secretary shall schedule a hearing to be held at the time and date of the next regularly scheduled Board of Commissioners meeting not less than 10 days from the date on which the appeal is filed.
- (7) The appellant, the Director and the owners of every lot on the same street within 500 feet of the lot or building for which the license is at issue, and every lot not on the same street within 150 feet of the lot or building in question, shall receive written notice of the hearing on the appeal. However, the failure of any owner to receive such notice shall not affect the validity of the hearing.
- (8) The Board of Commissioners shall hold a hearing on the appeal which shall be conducted in accordance with the Local Agency Law, 2 Pa.C.S.A. §§ 551-555. The appellant and all other parties having an interest may be heard. Based on the facts and arguments of the appellant and of Director and any Lower Merion Police Department or other public officials involved, and any relevant factual presentations of other parties, the Board of Commissioners shall make a decision either affirming, reversing or modifying the action of the Director from which the appeal was taken.
  - (a) Such decision shall be rendered at a public meeting either immediately following the hearing or within 30 days thereafter. The decision shall be reduced to writing stating the factual and legal basis for the decision, within 45 days after rendering the decision. If the Board of Commissioners deems it necessary or desirable, it may continue the hearing to a subsequent time and date not later than 30 days from the initial hearing, which time and date shall be openly announced at the initial hearing and in such case, the time limits for rendering the decision and reducing it to writing set forth herein shall be calculated from the last hearing date (at which the substance of the decision is orally announced).
- (9) Delivery of Notification.
  - (a) All notices shall be sent to the owner and manager, if applicable, by certified mail. In the event that the notice is returned by the postal authorities marked "unclaimed" or "refused," then the Director shall attempt delivery by personal service on the owner or manager, if applicable.

## § 75-13 Violations and Penalties.

- A. Basis for Violation. It shall be unlawful for any person, as either owner or manager of a student rental unit for which a license is required, to operate without a valid, current license issued by the Township authorizing such operation. It shall also be unlawful for any person, either owner or manager, to allow the number of tenants of a student rental unit to exceed the maximum limit as set forth on the license, or to violate any other provision of this Article. It shall be unlawful for any tenant to violate this Article.
- B. Penalties. Any person who shall violate any provision of this Article shall, upon conviction thereof, be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs to a term of imprisonment of not more than 30 days. Each day that a violation of this Article continues or each Section of this Article which shall be found to have been violated shall constitute a separate offense.
- C. Nonexclusive Remedies. The penalty provisions of this Section and the license nonrenewal, suspension and revocation procedures provided in this Article shall be independent, non-mutually exclusive separate remedies, all of which shall be available to the Township as may be deemed appropriate for carrying out the purposes of this Article. The remedies and procedures provided in this Article for violation hereof are not intended to supplant or replace to any degree the remedies and procedures available to the Township in the case of a violation of any other code or ordinance of the Township, whether or not such other code or ordinance is referenced in this Article and whether or not an ongoing violation of such other code or ordinance is cited as the underlying ground for a finding of a violation of this Article.

## § 75-14 Miscellaneous provisions.

- A. Notices.
  - (1) For purposes of this Article, any notice required hereunder to be given to a manager shall be deemed as notice given to the owner.
  - (2) There shall be a rebuttable presumption that any notice required to be given to the owner under this Article shall have been received by such owner if the notice was given to the owner in the manner provided by this Article.
  - (3) A claimed lack of knowledge by the owner of any violation hereunder cited shall be no defense to license nonrenewal, suspension or revocation proceedings as long as all notices prerequisite to institution of such proceedings have been given and deemed received in accordance with the applicable provisions of this Article.
- B. Changes in Ownership Occupancy. It shall be the duty of each owner of a student rental unit to notify the Director, in writing, of any change in ownership of the premises or of the number of student rental units on the premises. It shall also be the duty of the owner to notify the Director in writing of any increase in the number of tenants in any student

rental unit or of the changing of a dwelling unit from owner-occupied to nonowner-occupied, which thereby transforms the dwelling into a student rental unit for purposes of this Article.

- C. **Owners Severally Responsible.** If any student rental unit is owned by more than one person, in any form of joint tenancy, as a partnership or otherwise, each person shall be jointly and severally responsible for the duties imposed under the terms of this Article and shall be severally subject to prosecution for the violation of this Article.
- D. **Enforcement by the Township.** The Director is responsible for enforcement and administration of this Article. Enforcement actions provided are not exclusive, and the Township may take any action with respect to a licensee, a resident, or the licensed premises as is authorized by law.

## **ARTICLE IV – RESIDENTIAL RENTAL REGULATIONS**

### **§ 75-15 Purpose.**

- A. It is the purpose of this Article to assure that rental housing in the Township of Lower Merion is decent, safe and sanitary and is so operated and maintained as not to become a nuisance to the neighborhood or to become an influence that fosters blight and deterioration or creates a disincentive to reinvestment in the community. The operation of residential rental properties is a business enterprise that entails certain responsibilities. Property owners and operators are responsible to take such reasonable steps as are necessary to assure that the citizens of the Township of Lower Merion who occupy such units may pursue the quiet enjoyment of the normal activities of life in surroundings that are safe, secure and sanitary, and free from unreasonable exposure to unsafe conditions.
- B. This Article does not apply to student rental units that are specifically regulated by the Township of Lower Merion, nor does it apply to dormitory units, nursing homes, boarding homes, hotels or motels.

### **§ 75-16 License Required.**

- A. It shall be unlawful for any person who is an owner of a residential rental unit or multi-unit dwelling to operate or permit occupancy by tenants of such unit or multiple unit dwelling without first having obtained a license for each unit under the provisions of this Article.
- B. Dwelling units occupied by the owner of the premises as the owner's primary residence are exempt from the licensing requirement.

### **§ 75-17 Residential Rental License Procedures and Requirements.**

#### **A. Regular Licenses.**

- (1) The application for a residential rental license must contain the following information and any other information that the Director may require to assess compliance with the property maintenance code and this Article:
  - (a) The name, mailing address, email address and cellphone number of the applicant and a statement of the applicant's relationship to the owner of the property to be licensed.
  - (b) The names, mailing addresses, email addresses and cellphone numbers of the owners of the premises to be licensed.
  - (c) If the applicant is a partnership, the names and addresses of each managing partner.
  - (d) If the applicant is a corporation, the names and addresses of the officers.
  - (e) The names, mailing addresses, email addresses and cellphone numbers of the individual(s) responsible for maintaining the property. If these individuals are not the owner or applicant, such persons shall be identified as agent, employee, manager, etc. The identified individuals must be available in the event of emergency. The said individuals must reside within 10 miles of the residential rental property.
  - (f) If the applicant is an owner of more than one dwelling or multi-unit dwelling(s) in the Township of Lower Merion, a separate application is required for each residential rental unit to be licensed.
- (2) Any changes in the application information above or required by the Director during the license term must be reported to the Director promptly and no later than 30 days after the date of said change.
- (3) The application shall be accompanied by the application fee set forth in a schedule of fees set by resolution of the Board of Commissioners from time to time.
- (4) By issuance of the applied-for license, the owner agrees that all the rental agreements between the owner and tenants of a licensed residential rental property will contain a provision wherein the tenant consents to the inspection of their residential rental unit as necessary to enable the owner to comply with this Article.
- (5) The Director shall require the inspection of any premises for which a residential rental license is requested. The licensee or applicant must give reasonable notice to each tenant of the date and time of an inspection, not less than 48 hours nor more than 30 days prior to the scheduled inspection. The tenant's consent to inspection contained in the rental agreement is sufficient to permit the Director to enter upon the premises for conducting the inspection. The owner or an authorized representative of the owner must be present at the time of the inspection, unless waived by both the owner and the Director. Refusal to permit

entry to the premises shall be grounds for denying, suspending, and/or revoking the residential rental license under this Article.

- (6) All dwelling units and common areas, including sidewalks, stairways and yards, must be found in compliance with applicable codes before a residential rental license can be issued for residential rental unit.
- (7) If the Director concludes, as a result of the information contained in the application or other available information, including an inspection of the premises, that a residential rental unit or the premises of the unit is not in compliance in compliance with applicable codes and this section, the applicant will have a designated time period, to be determined by the Director, from receipt of notice of noncompliance to correct the defects specified in the notice, but tenant occupancy may continue during the correction period only if the defects do not create an imminent hazard. The Director may authorize additional time for compliance by the owner in the exercise of reasonable discretion.
- (8) From the date that the Director has ordered an inspection under the preceding paragraph, no occupancy of residential rental units then vacant, or which become vacant, is permitted until a residential rental license has been issued.
- (9) If the renewal of a residential rental license is filed before the expiration of the current license and, due to no fault of the applicant, the premises cannot be inspected prior to the expiration of the license due to a high number of properties in queue for inspection, the Director, in his or her discretion, may permit the owner to continue operating under the expired license until such time as the inspections and compliance steps are completed within the time frame set by the Director.

## **B. Denial; Suspension; Revocation; Nonrenewal.**

- (1) The Director may revoke, suspend, deny or decline to renew any residential rental license issued under this section upon any of the following grounds:
  - (a) False statements on any application or other information or report required by this section to be given by the applicant or licensee.
  - (b) Failure to abate a violation of Township codes and ordinances that apply to the premises within the time directed by the Director.
  - (c) Failure to pay any application fee, penalty or certificate, transfer, reinspection, or reinstatement fee required by the Board of Commissioners of the Township of Lower Merion as set forth in a schedule of fees set by resolution of the Board of Commissioners from time to time.
  - (d) Failure to register with the Township's Business Tax Collector, maintain their current business license, and pay any tax or fee as outlined and required by Chapter 138 of the Code of Lower Merion Township.

- (e) Three violations of this Article or other ordinances of the Township that apply to the premises within a license term. For purposes of this Article, there need be no criminal conviction before a violation can be found to exist. Before a prior violation can be considered under this Section, the owner must have received notice in writing of this violation within 30 days after the Director received notice of the violation.
- (f) Any other violation of this Article.

- (2) Residential rental licenses will be revoked or suspended during a license term, or not renewed if at the end of a term, upon a finding that the premises is not code compliant. If a license is suspended or revoked, the owner may continue to lease the premises for a set period of time as determined by the Director.
- (3) An action by the Director to revoke, suspend, deny or not renew a residential rental license must be in writing and must specify the residential rental unit to which it applies or the entire property and must set forth the grounds for corrective action. In taking the action, the Director may consider the extent of noncompliance, frequency and seriousness of violations, the ease with which such noncompliance or violations could have been cured or avoided, and good faith efforts to comply with all the applicable ordinances. The applicant or licensee may appeal the action of the Director as set forth in § 75-24.
- (4) The Director may suspend or revoke a license or not renew a license for part or all of a multi-unit dwelling.
- (5) Upon a decision to revoke, suspend, deny or not renew a license, no new application from the current owner for the same residential rental unit will be accepted unless accompanied by a reinstatement and reinspection fee, as set forth in a schedule of fees set by resolution of the Board of Commissioners from time to time.

- C. Nothing in this section prevents the Director from requiring a residential rental property to be vacated if any known hazardous condition threatens imminent risk of injury or harm to the tenants or members of the public. Furthermore, nothing in this Article is intended to interfere with a Director's right to inspect at any time any property in the Township of Lower Merion upon complaint, notice, or reasonable suspicion that the property fails to comply with applicable maintenance and safety codes.

#### **§ 75-18 Procedure for Nonrenewal, Suspension or Revocation of License and Appeal.**

- A. **Notification.** Following a determination that grounds for nonrenewal, suspension or revocation of a license exist, the Director shall notify the owner of the action to be taken and the reason therefor. Such notification shall be in writing, addressed to the owner in question and shall contain the following information:

- (1) The address of the premises in question and identification of the particular residential rental unit(s) affected.
- (2) A description of the violation which has been found to exist.
- (3) A statement that the license for said residential rental unit(s) shall be either suspended or revoked or will not be renewed for the next license year, or that the owner will receive a formal warning. In the case of a suspension or revocation, the notice shall state the date upon which such suspension or revocation will commence and shall also state the duration of said suspension or revocation.
- (4) A statement that, due to the nonrenewal, suspension or revocation (as the case may be), the owner or any person acting on his, her or its behalf is prohibited from renting, leasing or permitting occupancy of the student dwelling unit(s) by more than two unrelated students subject to said enforcement action, from and during the period said action is in effect.
- (5) A statement informing the owner that he, she or it has a right to appeal the decision suspending, revoking or declining to renew the license to the Board of Commissioners, by submitting in writing to the Township Secretary, within 30 days from the date printed on the notice, a detailed statement of the appeal including the grounds therefor and the reason(s) alleged as to why the determination of the Director is incorrect or should be overturned, and a statement of relief requested by the appellant. Such notice of appeal may be required to be submitted on a form to be prescribed therefor by the Board of Commissioners, to be signed by the appellant. There is hereby imposed a fee for filing of such appeals, the amount of which shall be determined and established, from time to time, by the Board of Commissioners.
- (6) Upon receipt of such an appeal in proper form, accompanied with the requisite filing fee, the Township Secretary shall schedule a hearing to be held at the time and date of the next regularly scheduled Board of Commissioners meeting not less than 10 days nor more than 60 days from the date on which the appeal is filed.
- (7) The appellant, the Director and the owners of every lot on the same street within 500 feet of the lot or building for which the license is at issue, and every lot not on the same street within 150 feet of the lot or building in question, shall receive written notice of the hearing on the appeal. However, the failure of any owner to receive such notice shall not affect the validity of the hearing.
- (8) The Board of Commissioners shall hold a hearing on the appeal which shall be conducted in accordance with the Local Agency Law, 2 Pa.C.S.A. §§ 551-555. The appellant and all other parties having an interest may be heard. Based on the facts and arguments of the appellant and of Director and any Lower Merion Police Department or other public officials involved, and any relevant factual presentations of other parties, the Board of Commissioners shall make a decision either affirming, reversing or modifying the action of the Director from which the appeal was taken.

(9) Such decision shall be rendered at a public meeting either immediately following the hearing or within 30 days thereafter. The decision shall be reduced to writing stating the factual and legal basis for the decision, within 45 days after rendering the decision. If the Board of Commissioners deems it necessary or desirable, it may continue the hearing to a subsequent time and date not later than 30 days from the initial hearing, which time and date shall be openly announced at the initial hearing and in such case, the time limits for rendering the decision and reducing it to writing set forth herein shall be calculated from the last hearing date (at which the substance of the decision is orally announced).

**B. Delivery of Notification.**

All notices shall be sent to the owner and manager, if applicable, by certified mail. In the event that the notice is returned by the postal authorities marked "unclaimed" or "refused," then the Director shall attempt delivery by personal service on the owner or manager, if applicable.

**§ 75-19 Renewal of Regular License.**

**A. License Term, Fee and Occupancy Limit.**

- (1) The term of a residential rental license granted under this subsection is three years running from January 1 through December 31. As a requirements of renewal of a regular license, the Director must inspect the residential rental unit and the premises to ensure compliance with the applicable codes. The licensee must give notice of the inspection to all applicable residents of residential rental units owned by the licensee that are to be inspected.
- (2) Upon application for a residential rental license and prior to issuance or renewal thereof, each applicant shall pay to the Township a license and inspection fee, in an amount to be established, from time to time, by the Board of Commissioners. The fee may vary based on the category of the premises.
- (3) The residential rental license shall indicate thereon the maximum number of tenants permitted to occupy each residential rental unit.
- (4) No residential rental license shall be issued if the owner has not paid any fines and costs arising from enforcement of this Article or any of the ordinance of the Township of Lower Merion relating to land use and/or code enforcement, or if any licensing fees under this Article are due and owing the Township.

**§ 75-20 Obligations of Licensee.**

- A. Report Changes in Ownership. The licensee must report to the Director any changes in the identity of the owner, including a change in the majority shareholder or shareholders

and officers in the case of corporations. The licensee must report a change in ownership at least 30 days after closing. The new owner must furnish the Director, in writing, the same information required of an applicant for a regular license within the said thirty-day period.

- B. Display. Licenses issued pursuant to this Article shall be produced upon demand of a prospective tenant or the Director.
- C. Zoning Ordinance Compliance. Nothing in this Article waives the obligation to be in compliance with the Township of Lower Merion's Zoning Code.
- D. Designation of a Property Manager. Every owner who is not a full-time resident of the Township of Lower Merion, or elsewhere in an area that is within 10 miles from the Township of Lower Merion, shall designate a manager who, if an individual, shall reside in an area within 10 miles from the Township of Lower Merion. If the manager is an entity, an individual representative of the manager residing within 10 miles from the Township shall be designated. If the owner is a corporation, a manager shall be required if an officer of the corporation does not reside in the aforesaid 10 mile area from the Township. The officer shall perform the same function as a manager. If the owner is a partnership, a manager shall be required if a partner does not reside in the aforesaid 10 mile area from the Township. Said partner shall perform the same function as a manager. The manager shall be the agent of the owner for service of process and receiving of notices and demands, as well as for performing the obligations of the owner under this Article and under rental agreements with tenants. The identity, mailing address, email address, and cellphone numbers(s) of a person who is designated as manager hereunder shall be provided by the owner or manager to the Township and such information shall be kept current and updated as it changes.

#### **§ 75-21 Enforcement.**

- A. The Director is responsible for enforcement and administration of this Article.
- B. Enforcement actions provided are not exclusive, and the Township of Lower Merion may take any action with respect to a licensee, a resident, or the licensed premises as is authorized by law.

#### **§ 75-22 Violations and Penalties.**

- A. Basis for Violation. It shall be unlawful for any person, as either owner or manager of a residential rental unit for which a license is required to:
  - (1) Operate without a valid, current license issued by the Township authorizing such operation.
  - (2) Make a materially false statement in a license application may be prosecuted under 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

- (3) Allow the number of tenants of a residential rental unit to exceed the maximum limit as set forth on the license, or to violate any other provision of this Article.
- (4) It shall be unlawful for any tenant to violate this Article.

B. The Township of Lower Merion may enforce the provisions of this Article in any court of competent jurisdiction in law or equity in addition to pursuing prosecution of the offending person for a summary violation.

C. **Penalties.** Any person who shall violate any provision of this Article shall, upon conviction thereof, be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs to a term of imprisonment of not more than 30 days. Each day that a violation of this Article continues or each Section of this Article which shall be found to have been violated shall constitute a separate offense.

D. **Nonexclusive Remedies.** The penalty provisions of this Section and the license nonrenewal, suspension and revocation procedures provided in this Article shall be independent, non-mutually exclusive separate remedies, all of which shall be available to the Township as may be deemed appropriate for carrying out the purposes of this Article. The remedies and procedures provided in this Article for violation hereof are not intended to supplant or replace to any degree the remedies and procedures available to the Township in the case of a violation of any other code or ordinance of the Township, whether or not such other code or ordinance is referenced in this Article and whether or not an ongoing violation of such other code or ordinance is cited as the underlying ground for a finding of a violation of this Article.

#### **§ 75-23 No Warranty by Township.**

By enacting and undertaking to enforce this Article, neither the Township of Lower Merion nor its Board members, agents or employees warrant or guarantee the safety, fitness or suitability of any apartment house, rental home, or dwelling unit in the Township of Lower Merion, and any representation to the contrary by any person is prohibited. Owners or tenants should take whatever steps they deem appropriate to protect their interests, health, safety and welfare prior to purchase or occupancy of the rental unit or dwelling, without reliance on any license or certificate of compliance issued hereunder. A warning in the foregoing language will be printed on the face of each license and certificate of compliance issued in accordance with this Article.

**Section 5.** The Code of the Township of Lower Merion, Chapter A167, Fees, §A167-1, Schedule of Fees, Chapter 75, Housing, shall be revised to add the following:

#### **Chapter 75, Housing**

Annual license to operate a student or residential rental unit or a multi-unit dwelling

### **Student Rental Licenses**

Dwelling with up to 2 Student Rental Units  
\$135

Multi-unit Dwelling of 3 or more Student Rental Units

First 2 Student Rental Units  
\$135

Each additional Student Rental Units over 2 units \$25

### **Residential Rental Licenses**

Dwelling with up to 2 Residential Rental Units \$255

Multi-unit dwellings, 3 or more Residential Rental Units

First 5 units \$300  
Each additional Residential Rental Unit \$30

Re-inspection Fee (per inspection) \$75

Annual license to operate rooming house

Per rental room within a rooming house \$25

### **Section 6. The Code of the Township of Lower Merion, Chapter A167, Fees, §A167-**

1, Schedule of Fees, Chapter 92, Property Maintenance, shall be revised by removing the strike out, language set forth below leaving only the Dumpster permit fee, to provide as follows:

~~Annual license to  
operate a  
residential rental  
unit or a multiple  
dwelling~~

~~Residential or a 2 family rental unit (nonstudent)~~ \$85

~~Student unit, up to 2 units~~ \$135

~~Student unit, each additional unit (after 2)~~ \$25

~~Multiple dwellings, 3 to 5 rental units, per unit (nonstudent)~~ \$100

~~Multiple dwellings, over 5 rental units~~

~~First 5 units~~ \$100

~~Each additional unit~~ \$10

~~Annual license to operate rooming house~~

~~Per rental room within a rooming house~~ \$25

~~Late fee per room or rental unit if rental license not paid within 4 months  
of the expiration date~~ \$50

~~Dumpster permit fee~~ \$25

**Section 7.** Nothing in this Ordinance or in Chapters 75, 92 or A167 of the Code of the Township of Lower Merion, as hereby amended, shall be construed to affect any suit or proceedings in any Court, any rights acquired or liability incurred, any permit issued, or any cause or causes of action existing under the said Chapters prior to the adoption of this amendment.

**Section 8.** The provisions of this Ordinance are severable, and if any section, sentence, clause, part, or provision thereof shall be held illegal, invalid, or unconstitutional by any Court of competent jurisdiction, such decision of this court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this ordinance. It is hereby declared to be the intent of the Board that this ordinance would have been adopted if such illegal, invalid, or unconstitutional section, sentence, clause, part, or provision had not been included herein.

**Section 9** This Ordinance shall take effect and be in force from and after its approval as required by law.

Approved by the Board this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF LOWER MERION

\_\_\_\_\_  
Todd M. Sinai, President

ATTEST:

\_\_\_\_\_  
Jody L. Kelley, Secretary