

CHAPTER 90

RENTAL UNIT OCCUPANCY REGULATIONS

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RENTAL UNIT OCCUPANCY REGULATIONS

§90-101. General.

1. **Purpose, Scope, and Declaration of Policy.** It is the purpose of this Chapter and the policy of the Borough Council of the Borough of Selinsgrove, in order to protect and promote the public health, safety and welfare of its residents, to establish rights and obligations of Owners and occupants relating to the rental of certain dwelling units in the Borough of Selinsgrove to encourage Owners and occupants to maintain and improve the quality of rental housing within the community. It is also the policy of the Borough that Owner(s), Owner's representative and occupants share responsibilities to obey the various codes adopted to protect and promote public health, safety and welfare. As means to those ends, this Chapter provides for a system of inspections, issuance and renewal of occupancy licenses and sets penalties for violations. This Chapter shall be liberally construed and applied to promote its purposes and policies.
2. **Definitions.**

BOROUGH – The Borough of Selinsgrove, Snyder County, Pennsylvania.

BOROUGH COUNCIL – The duly elected Borough Council of the Borough of Selinsgrove, Snyder County, Pennsylvania.

CODE – any code or ordinance adopted, enacted and/or in effect in and for the Borough of Selinsgrove concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit. Included within, but not limited by, this definition are the following which are in effect as of the date of enactment of this Chapter: Brush, Grass and Weeds [Chapter 62], Building Construction [Chapter 65], Construction Codes, Uniform [Chapter 68], Garbage, Rubbish and Refuse [Chapter 82], Property Maintenance [Chapter 110], Streets and Sidewalks [Chapter 120], and Zoning [Chapter 140] and any duly enacted amendment or supplement to any of the above and any new enactment falling within this definition.

CODE OFFICIAL - The official who is charged with the administration and enforcement of the Property Maintenance Code, or any duly authorized representative. The Property Maintenance Code Official. The Municipal Code Official.

COMMON AREA - any open area within a structure shared by occupants or that the occupants 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; or any open area on the property owned by the landlord that the occupants have the right to uses, including but not limited to hallways, stairs, porches, decks, patios, yards, parking lots, driveways and walkways.

COMMUNITY LIVING FACILITY - a living arrangement whereby unrelated individuals with diagnosed mental health or mental retardation problems reside on a permanent basis with 24 hour supervision and whose primary purpose is the development and maintenance of community living skills.

DISRUPTIVE CONDUCT - any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a regulated dwelling unit that is so loud,

untimely (as to hour of the day), offensive, riotous or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises. 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.

DISRUPTIVE CONDUCT REPORT - a written report of disruptive conduct on a form to be prescribed therefore, to be completed by the Code Official or police, as the case maybe, who actually investigates an alleged incident of disruptive conduct and which shall be maintained by the Code Official.

DWELLING - any building or portion thereof designed or used exclusively as the residence or sleeping place of one (1) or more persons. The term “dwelling” shall not be deemed to include automobile court, rooming house, tourist home, hotel, hospital, or nursing home. For the purposes of this Ordinance, “dwelling” shall include dormitory, fraternity or sorority house.

DWELLING UNIT - one (1) or more rooms, including a kitchen or kitchenette and sanitary facilities, in a dwelling structure, designed as a unit for occupancy by not more than one (1) family for living and sleeping or a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

GUEST - a person on the premises with the actual or implied consent of an occupant.

LANDLORD - one or more persons, jointly or severally, in whom is vested all or part of the legal title to the premises or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgage holder in possession of a regulated rental unit. (same as "Owner") and/or any individual or entity owning, controlling, leasing, and operating, or managing leased residential premises.

MULTIPLE-UNIT DWELLING - a building containing two or more independent dwelling units including, but not limited to, two-family dwelling, multifamily dwelling, garden apartment, townhouse, elevator apartment, condominiums, and conversion apartments.

OCCUPANCY LICENSE - the license issued to the Owner of regulated rental units under this Chapter, which is required for the lawful rental and occupancy of regulated rental units.

OCCUPANT - an individual who resides in a regulated rental unit, whether or not he or she is the Owner thereof, with whom a legal relationship with the Owner/landlord is established by a written lease or by the laws of the Commonwealth of Pennsylvania (same as “TENANT”) and/or any individual living or sleeping in a building, or having possession of space within a building.

OWNER - one or more persons, jointly or severally, in whom is vested all or part of the legal title to the premises or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgage holder in possession of a regulated rental unit or any person, agent, operator, firm, or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county, or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

OWNER-OCCUPIED DWELLING UNIT - a dwelling unit in which the Owner or a person or persons related to the owner, resides on a regular, permanent basis.

OWNER'S REPRESENTATIVE - an adult individual designated by the Owner of a regulated rental unit under §90-102(2). The Owner's representative 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 Chapter.

PERSON - a natural person, partnership, corporation, unincorporated association, limited partnership, trust or any other entity.

POLICE - the Police Department of the Borough of Selinsgrove or any properly authorized member or officer thereof or any other law enforcement agency having jurisdiction within the Borough of Selinsgrove.

PREMISES - any parcel of real property in the Borough, including the land and all buildings and appurtenant structures or appurtenant elements, on which one or more regulated rental units is located.

REGULATED RENTAL UNIT - a dwelling unit occupied by one or more persons, under a rental agreement.

RELATED - of or pertaining to persons related to one another through blood to the level of second cousins, adoption or marriage.

RENTAL AGREEMENT - a written agreement between Owner/landlord and occupant/tenant, embodying the terms and conditions concerning the use and occupancy of a specified regulated rental unit or premises.

TENANT - an individual who resides in a regulated rental unit, whether or not he or she is the Owner thereof, with whom a legal relationship with the Owner/landlord is established by a written lease or by the laws of the Commonwealth of Pennsylvania, (same as "OCCUPANT")

UNRELATED - of or pertaining to persons not related to one another through blood to the level of second cousins, adoption or marriage.

§90-102. Owner's Duties.

1. **General.** It shall be the duty of every Owner to keep and maintain all regulated rental units in compliance with all applicable codes and provisions of all other applicable State laws and regulations and local ordinances and to keep such property in good and safe condition. As provided for in this Chapter, every Owner shall be responsible for regulating the proper and lawful use and maintenance of every dwelling which he, she or it owns. As provided for in this Chapter, every Owner shall also be responsible for regulating the conduct and activities of the occupants of every regulated rental unit which he, she or it owns in the Borough, which conduct or activity takes place at such regulated rental unit or its premises. In order to achieve those ends, every Owner of a regulated rental unit shall regulate the conduct and activity of the occupants thereof, both contractually and through enforcement, as more fully set forth below. This Section shall not be construed as diminishing or relieving, in any way, the responsibility of occupants or their guests for their conduct or activity, nor shall it be construed as an assignment, transfer or

projection over or onto any Owner of any responsibility of occupants or their guests for their conduct or activity, nor shall it be construed as an assignment, transfer or projection over or onto any Owner of any responsibility or liability which occupants or their guests may have as a result of their conduct or activity under 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 occupants or their guests when any such action or proceeding is brought against the occupant based upon the occupant's conduct or activity. Nothing herein is intended to impose any additional civil/criminal liability upon Owners other than that which is imposed by existing law. This Chapter is not intended to, nor shall its effect be, to limit any other enforcement remedies which may be available to the Borough against an Owner, occupant or guest thereof.

2. **Designation of Owner's Representative.** Every Owner who is not a full-time resident of the Borough of Selinsgrove, or elsewhere in an area that is within forty (40) miles of the Borough of Selinsgrove, shall designate an Owner's Representative who shall reside in an area that is within forty (40) miles of the Borough of Selinsgrove. If the Owner is a corporation, an Owner's Representative shall be required if an officer of the corporation does not reside in the aforesaid distance from Selinsgrove. The officer shall perform the same function as an Owner's Representative. If the Owner is a partnership, an Owner's Representative shall be required if a partner does not reside in the aforesaid distance from Selinsgrove. Said partner shall perform the same function as an Owner's Representative. The Owner's Representative 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 Chapter. The identity, address and telephone numbers(s) of a person who is designated as the Owner's Representative hereunder shall be provided by the Owner or Owner's Representative to the tenants and to the Borough and such information shall be kept current and changes related to the designated Owner's Representative must be reported to the tenants and to the Borough within thirty (30) days. In the event that the Owner's Representative is identified as an occupant/tenant directly involved in a complaint and/or violation, the Owner must assume all of the subsequently required duties and responsibilities pertaining to such complaint/violation and the resolution thereof.
3. **Disclosures.**
 - A. The Owner or Owner's Representative shall disclose to the occupant in writing, on or before the commencement of the tenancy:
 - (1) the name, address and telephone number of the Owner's Representative, if applicable, or
 - (2) the name, address and telephone number of the Owner of the premises.
 - B. Before an occupant initially enters into or renews a rental agreement for a regulated rental unit, the Owner or Owner's Representative shall furnish the occupant with the most recent inspection report relating to the property.
4. **Maintenance of Premises.**
 - A. The Owner shall maintain the premises in compliance with the applicable codes of the Borough and shall regularly perform all routine maintenance, including lawn mowing and ice and snow removal and shall promptly make any and all repairs necessary to fulfill this obligation.

- B. The Owner and occupant may agree that the occupant is to perform specified repairs, maintenance tasks, alterations or remodeling. In such case, however, such agreement between the Owner and occupant must be in writing. Such an agreement may be entered into between the Owner and occupant only if:
 - (1) The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the Owner or occupant.
 - (2) The agreement does not diminish or affect the obligation of the Owner to other occupants in the premises.
- C. In no case shall the existence of any agreement between Owner and occupant relieve an Owner of any responsibility under this Chapter or other ordinances or codes for maintenance of premises.

5. **Written Rental Agreement.**

- A. **General.** All rental agreements for regulated dwelling units shall be in writing and shall be supplemented with the addendum attached hereto as Appendix "A." No oral leases and no oral modifications thereof are permitted. All disclosures and information required to be given to occupants by the Owner shall be furnished before the signing of the rental agreement. The Owner shall provide occupant with copies of the rental agreement and addendum upon execution.
- B. **Terms and Conditions.** Owner and occupant may include in a rental agreement terms and conditions not prohibited by this Chapter or other applicable ordinances, regulations and laws, including rent, term of the agreement and other provisions governing the rights and obligations of the parties.
- C. **Prohibited Provisions.** Except as otherwise provided by this Chapter, no rental agreement may provide that the occupant or Owner agrees to waive or to forego rights or remedies under this Chapter. A provision prohibited by this subsection included in a rental agreement is unenforceable.
- D. **Attachment of Chapter to Rental Agreement.** Following the effective date of this Chapter, a summary hereof in a form provided to Owner by the Borough, at the time of licensing, shall be attached to each rental agreement delivered by or on behalf of an Owner when any such agreement is presented for signing to any occupant. If a summary has been provided when the rental agreement was first executed a summary does not have to be provided upon renewal. Where a rental agreement has been entered into prior to the effective date of this Chapter, the Owner shall provide the occupants with a copy of the summary within 60 days after enactment of this Chapter.
- E. **Written Acknowledgement by Occupants.** The Owner shall secure a written acknowledgment from occupants that the occupants have received the disclosures and information required by this Chapter. Upon oral or written request by the Borough of Selinsgrove, the Owner, within 10 days of the request, shall furnish to the Borough copies of the acknowledgment that the occupants received the disclosures and information required by this Chapter.

6. **Complaints.** The Owner shall reply promptly to reasonable complaints and inquiries from occupants.
7. **Landlord-Tenant Act.** The Owner shall comply with all provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.
8. **Common Areas.** Where an Owner does not regulate the use of common areas and the behavior of occupants and guests in the common areas, the Owner shall be directly responsible for the behavior of occupants and guests in the common area as if the Owner were an occupant.
9. **Enforcement.**
 - A. Within 10 (ten) days after receipt of written notice from the Code Official that an occupant of a regulated rental unit has violated a provision of this Chapter, the Owner shall take immediate steps to remedy the violation and take steps to assure that there is not a reoccurrence of the violation.
 - B. Within 20 (twenty) days after receipt of a notice of violation, the Owner shall file with the Code Official and Selinsgrove Police Department a report, on a form provided by the Borough, setting forth what action the Owner has taken to remedy the violation and what steps he or she has taken to prevent a reoccurrence of the violation. The report shall also set forth a plan as to steps the Owner will take in the future if the violation reoccurs.
 - C. The Code Official 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 Chapter.
 - D. In the event that three violations occur within a license year involving the same occupant or occupants, the Code Official may direct the Owner to evict the occupant or occupants who violated this Chapter and to not permit the occupant or occupants to occupy the premises during the subsequent licensing period.
10. **Code Violations.** Upon receiving notice of any code violations from the Code Official, the Owner shall promptly take action, or cause the necessary action to be taken, to abate the offending condition and eliminate the violation.
11. **Borough Can Make Repairs.** In case the Owner of premises shall neglect, fail or refuse to comply with any notice from the Borough or its Code Official to correct a violation relating to maintenance and repair of the premises under any code within the period of time stated in such notice, the Borough shall cause the violation to be corrected. There shall be imposed upon the Owner a charge of the actual costs involved, plus 10% of said costs for each time the Borough shall cause a violation to be corrected and the Owner of the premises shall be billed after same has been completed. Any such bill which remains unpaid and outstanding after the time specified therein for payment shall be grounds for the imposition of a municipal lien upon the premises as provided by law. Such a lien may be reduced to judgment and enforced and collected as provided by law, together with interest at the legal rate and court costs. The remedies provided by this subsection are not exclusive and the Borough and its Code Official may invoke such other remedies available under this Chapter or the applicable codes, ordinances or statutes, including, where appropriate, condemnation proceedings or declaration of premises as unfit for habitation; or suspension, revocation or nonrenewal of the license issued hereunder.

12. **Inspections.**

- A. **Self-Inspections** – Selinsgrove Borough REQUIRES that every regulated rental unit shall be subjected to an inspection by the Owner and the prospective tenant(s) prior to the signing of a lease with a new tenant or tenants. To this end, the Borough has prepared a MINIMUM PROPERTY MAINTENANCE CODE RESIDENTIAL RENTAL PROPERTIES VOLUNTARY COMPLIANCE CHECKLIST. This checklist is provided to direct attention to the “life safety” issues related to the maintenance of rental property. Additional details and minimum standards relating to the maintenance of residential properties are contained within the Property Maintenance Code of the Borough of Selinsgrove.

- B. **Periodic Inspections in response to complaints or observations of the Code Official -** The Owner shall permit inspections of any regulated premises by the Borough’s Code Official, at reasonable times and upon reasonable notice. All such inspections shall be performed under and as provided for within the Borough’s Property Maintenance Code.

- C. **Mandatory Inspections** – Every regulated rental unit shall be inspected under the provisions of the Borough’s Property Maintenance Code. The first inspection shall be completed in compliance with the Initial Implementation Schedule defined herein. Subsequent inspections shall be completed at intervals of one every thirty-six months. Inspections shall be arranged by the Owner of the regulated unit and shall be conducted by any individual certified to complete such inspections. Certifications shall be either by HUD for Section 8 Housing inspections or by the International Code Council for Residential Property Maintenance Code Inspections. Inspections completed by Central Keystone Council of Governments (CKCOG), the Borough’s third-party Building Code Inspection Agency, do not require the submission of proof of certification. In all other cases, the certification of the inspector shall be included with the inspection report and submitted to the Borough’s Code Official prior to the deadlines established above. The inspection report shall certify compliance with the requirements, standards and specifications of the Borough’s Property Maintenance Code.

- D. **Third Party Inspections** - In the sole discretion of the Borough Council, the Code Official, or a duly authorized agent of the Borough, a certification of inspection by a third party inspector may be accepted by the Code Official in lieu of a Borough inspection provided such inspection is equivalent to or exceeds the inspection required under this Chapter and has applied the Property Maintenance Code as adopted by the Borough Council. The Code Official’s acceptance of such an inspection certification shall be in writing and the person requesting such acceptance shall certify and agree in writing to be solely responsible for the accuracy and completeness of such inspection, to be solely liable for any and all harm, or loss arising from, caused by, or associated with, any and all deficiencies, negligence, or omissions of, in or with such inspections, and to indemnify and hold the Borough, its officers, employees and agents harmless from any and all damages and claims, including attorney’s fees and expenses and court costs, arising from, caused by or associated with such inspection and certification and the Borough’s acceptance of and reliance upon the same.

§90-103. Occupant Duties.

1. **General.** The occupant shall comply with all obligations imposed upon occupants by this Chapter, all applicable codes and ordinances of the Borough, and all applicable provisions of State law.
2. **Health and Safety Regulations.**
 - A. The maximum number of persons permitted in any regulated rental unit at any time shall not exceed one person for each 40 square feet of habitable floor space in said regulated rental unit. The maximum number of persons permitted in the common areas of any multiple-unit dwelling at any time shall not exceed one person for each 15 square feet of common area on the premises.
 - B. The occupant shall dispose from his or her regulated rental unit all rubbish, garbage and other waste in a clean and safe manner and separate and place for collection all recyclable materials, in compliance with the Borough's Recycling Ordinance and all other applicable ordinances, laws and regulations.
3. **Peaceful Enjoyment.** The occupant shall conduct himself or herself and require other persons including, but not limited to, guests on the premises and within his or her regulated rental unit with his or her consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others, and that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by the persons occupying same.
4. **Residential Use.** The occupant shall, unless otherwise permitted by applicable law or ordinance, occupy or use his or her regulated rental unit for no other purpose than as a residence.
5. **Illegal Activities.** The occupant shall not engage in, nor tolerate nor permit others on the premises to engage in, any conduct declared illegal under the Pennsylvania Crimes Code (18 Pa.C.S.A. §101 et seq.) or Liquor Code (47 P.S. §1-101 et seq.), or the Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. §780-101 et seq.).
6. **Disruptive Conduct.**
 - A. The occupant shall not engage in, nor tolerate nor permit others on the premises to engage in, disruptive conduct or other violations of this Chapter.
 - B. When police or the Code Official investigate an alleged incident of disruptive conduct, he or she shall complete a disruptive conduct report upon a finding that the reported incident did, in his or her judgment, constitute disruptive conduct as defined herein. The information filled in 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 Official. In all cases, the Code Official shall mail a copy of the disruptive conduct report to the Owner or Owner's Representative within 5 (five) working days of the occurrence of the alleged disruptive conduct, whether the person making the investigation on behalf of the Borough is the Code Official or police.

- C. It shall be a violation of this Chapter for any occupant or any other person to engage in disruptive conduct as defined by this Chapter.
- 7. **Compliance with Rental Agreement.** The occupant shall comply with all lawful provisions of the rental agreement entered into between Owner and occupant. Failure to comply may result in the eviction of the occupant by the Owner.
- 8. **Damage to Premises.** The occupant shall not intentionally cause, nor permit nor tolerate others to cause, damage to the premises. Conduct which results in damages in excess of \$500 shall be considered a violation of this Chapter.
- 9. **Inspection of Premises.** The occupant shall permit inspections by the Code Official of the premises at reasonable times, upon reasonable notice.

§90-104. Licenses and Inspection.

1. **License Requirement.**

- A. As a prerequisite to entering into a rental agreement or permitting the occupancy of any regulated rental unit (except as provided in subsection (1)(C) below), the Owner of every such regulated rental unit shall be required to apply for and obtain a license for each regulated rental unit.
- B. A license shall be required for all regulated rental units.
- C. The following categories of rental properties shall not require licenses, and shall not, therefore, be subject to the permitting provision of this Chapter:
 - (1) Owner-occupied dwelling unit; provided, that the Owner does not receive compensation from any unrelated occupant that could be considered to be an effective lease.
 - (2) Automobile court, rooming house, tourist home, hotels and motels.
 - (3) Hospitals, nursing homes and assisted living establishments; that are licensed and inspected by state agencies.
 - (4) “Bed and Breakfast” establishments
- D. A license shall not be issued for a multiple-unit dwelling, although a license shall be required for each regulated rental unit within a multiple-unit dwelling. The foregoing notwithstanding, all other provisions of this Chapter shall apply to the common areas of the multiple-unit dwelling.
- E. The application for the license or license renewal shall be on a form provided by the Borough. Following the completion of the Initial Implementation Schedule, as defined herein, the Owner of a regulated rental unit shall submit an application for a rental unit occupancy license at least 15 days in advance of entering into a rental agreement or permitting the occupancy of any regulated rental unit. The rental unit occupancy license will either be issued or denied for specified reasons within 15 days of the receipt of a

complete application. The denial of an application for an initial license will be for failure to provide the required information and/or documentation and will follow the “Procedures for Nonrenewal, Suspension or Revocation of License”, as contained herein.

- F. The Owner shall maintain a current and accurate list of the occupants in each regulated rental unit which shall include their name, permanent address and permanent telephone number. The names of the occupants of a rental unit shall be provided to the Borough Police Department or Code Official at reasonable times, upon reasonable notice and for a lawful purpose.
- G. The Owner shall furnish with his or her application for license a copy of a blank written lease form the Owner intends to have the occupants of each licensed dwelling unit execute. If the Owner uses more than one form of lease, the Owner shall furnish a copy of each form. The license will not be issued if the lease form does not meet the requirements of this Chapter. The Borough shall keep copies of leases that it retains in confidence and shall not disclose their contents except as part of official Borough business. Only one blank copy of a lease form used for multiple rental units needs to be submitted, with a notation as to the addresses/units to which the submitted lease form applies.

2. **Annual License Term, Fee and Occupancy Limit.**

- A. Each license shall have an annual term running from July 1 through June 30 of the next year. The initial license may be issued for the remainder of a current annual term. License renewals will be accepted in the months of April, May and June of each year.
- B. Upon application for a license and prior to issuance or renewal thereof, each applicant shall pay to the Borough an annual license fee, in an amount to be established, from time to time, by resolution of the Borough Council. Which resolution shall have the same affect as if set forth herein in full. Such resolution may provide for more than one fee scale for different categories of premises, to be more specifically set forth in the resolution. The annual license fee is intended to be used to pay for the costs associated with the administration and enforcement of these regulations, for the completion of investigations and periodic inspections by the Code Official, and for other reasonably necessary activities directly related thereto. Partial year license fees will be prorated on a monthly basis for each whole month and portion of a month to which the license would apply.
- C. The license shall indicate thereon that there are at most a maximum number of occupants of three unrelated persons in each regulated rental unit.
- D. No license shall be issued if the Owner has not paid any inspection fees, fines and costs arising from enforcement of this Chapter or any of the ordinances of the Borough of Selinsgrove relating to land use and/or code enforcement or if any licensing fees under this Chapter are due and owing the Borough.

3. **Inspection.**

- A. All premises shall be subject to periodic inspection by the Code Official or another duly authorized agent of the Borough. Such inspection may take place when an application is submitted for a license, or at any time during the year.
- B. Mandatory inspections for compliance with the Property Maintenance Code shall be required once every thirty-six months. Mandatory inspections may be completed by CKCOG, as the Borough's third-party building code agency, or may be completed by any certified inspector with the prior approval of the Code Official. Property Owners shall contract directly with CKCOG or any other inspector approved to complete the Mandatory Inspections. The Mandatory Inspections should be completed within the same month as the initial inspection, at 36 month intervals.
- C. The Code Official is hereby designated as the official authorized to enforce this Chapter and to take appropriate measures to abate violation hereof, for and on behalf of the Borough of Selinsgrove.
- D. This Section shall not be construed so as to limit or restrict the Code Official's authority to conduct inspections of premises, whether or not subject to the permitting and inspection requirements of this Chapter, pursuant to any other ordinance or code.

4. **Search Warrant.** Upon a showing of probable cause that a violation of the Chapter or any other ordinance of the Borough of Selinsgrove has occurred, the Code Official may apply to the district justice having jurisdiction in the Borough of Selinsgrove for a search warrant to enter and inspect the premises. Entry with such search warrant, issued to the Borough Police Department, will be completed under the direction and supervision of the Borough Police Department.

§90-105. Grounds for Nonrenewal, Suspension or Revocation of License.

- 1. **General.** The Code Official 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 Chapter that imposes a duty upon the Owner and/or for failing to regulate the breach of duties by occupants as provided for herein.
- 2. **Definitions of Options.**
 - A. **Formal Warning.** Formal written notification of at least one violation of this Chapter. Upon satisfactory compliance with this Chapter and any conditions imposed by the Code Official and/or the Borough Council, the formal warning shall be removed when the Owner applies for license renewal at a time set by the Code Official or by Borough Council.
 - B. **Nonrenewal.** The denial of the privilege to apply for license renewal after expiration of the license term. The Borough will permit the Owner to maintain occupants in the premises until the end of the license term but will not accept applications for renewal of the license until a time set by the Code Official or by Borough Council.

- C. **Suspension.** The immediate loss of the privilege to rent regulated rental units for a period of time set by the Code Official or Borough Council. 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 occupants.
 - D. **Revocation.** The immediate loss of the privilege to rent regulated rental units for a period of time set by the Code Official or ~~the~~ Borough Council and the loss of the privilege to apply for renewal of the license at the expiration of the time period. Upon the loss of the privilege to rent, the Owner shall take immediate steps to evict the occupants.
3. **Criteria for Applying Discipline.** The Code Official, when recommending discipline, and ~~the~~ Borough Council, when applying discipline, shall consider the following:
- A. The effect of the violation on the health, safety and welfare of the occupants of the regulated rental unit and other residents of the premises.
 - B. The effect of the violation on the neighborhood.
 - C. Whether the Owner has prior violations of this Chapter and other ordinances of the Borough or has received notices of violations as provided for in this Chapter.
 - D. Whether the Owner has been subject to disciplinary proceedings under this Chapter.
 - E. The effect of disciplinary action on the occupants.
 - F. The action taken by the Owner to remedy the violation and to prevent future violations, including any written plan submitted by the Owner.
 - G. The policies and lease language employed by the Owner to manage the regulated dwelling unit to enable the Owner to comply with the provisions of this Chapter.
 - H. In addition to applying discipline as set forth above, the Code Official may recommend and Borough Council may impose upon the existing or subsequent licenses reasonable conditions related to fulfilling the purposes of this Chapter.
4. **Grounds for Imposing Discipline.** Any of the following may subject an Owner to discipline as provided for in this Chapter:
- A. Failure to abate a violation of Borough codes and ordinances that apply to the premises within the time directed by the Code Official.
 - B. Refusal to permit the inspection of the premises by the Code Official as required by §90-104(3).
 - C. Failure to take steps to remedy and prevent violations of this Chapter by occupants of regulated rental units as required by §90-102(1) of this Chapter.
 - D. Failure to file and implement an approved plan to remedy and prevent violations of this Chapter by occupants of a regulated rental unit as required by §90-102(1) of this Chapter.

- E. Failure to evict occupants after having been directed to do so by the Code Official of the Borough as provided for in §90-102(1) of this Chapter.
- F. Three Violations of this Chapter or other ordinances of the Borough that apply to the premises within a license term. For purposes of this Chapter, 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 Code Official received notice of the violation.

5. **Procedure for Nonrenewal, Suspension or Revocation of License.**

- A. **Notification.** Following a determination that grounds for nonrenewal, suspension or revocation of a license exist, the Code Official shall notify the Owner of the action to be taken and the reason therefore. 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 regulated rental unit(s) affected.
 - (2) A description of the violation which has been found to exist.
 - (3) A statement that the license for said regulated rental unit(s) shall be either suspended or revoked, or will not be renewed for the next license year beginning July 1, 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 in the case of a suspension shall also state the duration of said suspension.
 - (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 dwelling unit(s) 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 Borough Council, by submitting in writing to the Borough Secretary, within 30 days from the date printed on the notice, a detailed statement of the appeal including the grounds therefore and the reason(s) alleged as to why the determination of the Code Official 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 therefore by Borough Council, 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 resolution of Borough Council.
- B. **Appeal of Nonrenewal, Suspension or Revocation of License.**
 - (1) Upon receipt of such an appeal in proper form, accompanied with the requisite filing fee, the Borough Secretary shall schedule a hearing to be held at the time

and date of the next regularly scheduled Borough Council meeting that is scheduled to occur not less than 30 days from the date on which the appeal is filed.

- (2) The appellant, the Code Official and the Owners of properties within a radius of 300 feet from the premises for which the license is at issue shall be sent a written notice of the hearing on the appeal, by regular mail.
- (3) Borough Council 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 the Code Official and any police or other public officials involved, and any relevant factual presentations of other parties, the Borough Council shall make a decision affirming, reversing or modifying the action of the Code Official from which the appeal was taken. Such decision shall be rendered at a public meeting either immediately following the hearing or within 35 (thirty-five) days thereafter. The decision shall be reduced to writing stating clearly the factual and legal basis for the decision, within 45 (forty-five) days after the hearing. If Borough Council deems it necessary or desirable, it may continue the hearing to a subsequent time and date not later than 30 (thirty) 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).
- (4) Borough Council or the Code Official, as the case may be, shall keep a stenographic record of the proceedings. The appearance fee for a stenographer shall be shared equally by the applicant and the Borough. The cost of the original transcript shall be paid by the Borough if the transcript is ordered by the Borough or Code Official or shall be paid by the person appealing from the decision of the Borough if such appeal is made, and in either event the cost of additional copies shall be paid by the person requesting them. In other cases the party requesting the original transcript shall bear the cost thereof.

C. Delivery of Notification.

- (1) All notices shall be sent to the Owner or Owner's Representative, if applicable, by certified mail. In the event that the notice is returned by the postal authorities marked "unclaimed" or "refused," then the Code Official shall attempt delivery by personal service on the Owner or Owner's Representative, if applicable. The Code Official shall also post the notice at a conspicuous place on the premises.
- (2) If personal service cannot be accomplished after a reasonable attempt to do so, then the notice may be sent to the Owner or Owner's Representative at the address stated on the most current license application for the premises in question, by regular first-class mail, postage prepaid. If such notice is not returned by the postal authorities within 5 (five) days of its deposit in the U.S. mail, then it shall be deemed to have been delivered to and received by the addressee on the fifth day following its deposit in the U.S. mail, and all time periods set forth under subsection (B)(1) above, shall thereupon be calculated from said 5th day.

§90-106. Violations and Penalties.

1. **Basis for Violation.** It shall be unlawful for any person, as either Owner or Owner's Representative of a regulated rental unit for which a license is required, to operate without a valid, current license issued by the Borough authorizing such operation. It shall also be unlawful for any person, either Owner or Owner's Representative, to allow the number of occupants of a regulated rental unit to exceed the maximum limit as set forth on the license, or to violate any other provision of this Chapter. It shall be unlawful for any occupant to violate this Chapter.
2. **Penalties.** Any person who shall violate any provision of this Chapter shall, upon conviction thereof, be sentenced to pay a fine of not more than one thousand dollars (\$1,000.00) plus costs and, in default of payment of said fine and costs to a term of imprisonment of not more than thirty (30) days. Each day that a violation of this Chapter continues or each Section of this Chapter which shall be found to have been violated shall constitute a separate offense.
3. **Nonexclusive Remedies.** The penalty provisions of this Section and the license nonrenewal, suspension and revocation procedures provided in this Chapter shall be independent, nonmutually exclusive separate remedies, all of which shall be available to the Borough as may be deemed appropriate for carrying out the purposes of this Chapter. The remedies and procedures provided in this Chapter for violation hereof are not intended to supplant or replace to any degree the remedies and procedures available to the Borough in the case of a violation of any other code or ordinance of the Borough, whether or not such other code or ordinance is referenced in this Chapter 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 Chapter.

§90-107. Miscellaneous Provisions.

1. **Notices.**
 - A. For purposes of this Chapter, any notice required hereunder to be given to an Owner's Representative shall be deemed as notice given to the Owner.
 - B. There shall be a rebuttable presumption that any notice required to be given to the Owner under this Chapter shall have been received by such Owner if the notice was given to the Owner in the manner provided by this Chapter.
 - C. 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 Chapter.
2. **Changes in Ownership/Occupancy.** It shall be the duty of each Owner of a regulated rental unit to notify the Code Official, in writing, of any change in ownership of the premises or of the number of regulated rental units on the premises. All rental unit registrations or occupancy licenses may be assigned to a new Owner, without cost. It shall also be the duty of the Owner to notify the Code Official in writing of any increase in the number of occupants in any regulated rental unit or of the changing of a dwelling unit from owner-occupied to nonowner-occupied, which thereby transforms the dwelling into a regulated rental unit for purposes of this Chapter.

3. **Owners Severally Responsible.** If any regulated rental unit is owned by more than one person, in any form of joint tenancy, as a partnership or otherwise, each person shall be jointly and severally responsible for the duties imposed under the terms of this Chapter and shall be severally subject to prosecution for the violation of this Chapter.

4. **Initial Implementation Schedule and Effective Dates.**

A. For regulated rental units in existence on the date of the adoption of these regulations:

1. The Owners of all regulated rental units in existence on the date of the adoption of these regulations shall submit application(s) for rental unit registration(s) within 90 days following the date of the adoption of these regulations. No mandatory inspection of the rental unit will be required for the initial issuance of a rental unit registration or any renewal thereof.

2. After 180 days following the date of the adoption of these regulations, no Owner of a regulated rental unit may enter into a rental agreement or permit the occupancy of any regulated rental unit without having obtained and maintained a rental unit registration.

3. After 180 days following the date of the adoption of these regulations, no Owner of a regulated rental unit may enter into a rental agreement or permit the occupancy of any regulated rental unit without having first completed the “BOROUGH OF SELINGSGROVE MINIMUM PROPERTY MAINTENANCE CODE RESIDENTIAL RENTAL PROPERTIES VOLUNTARY COMPLIANCE CHECKLIST.” This checklist is not required to be submitted to the Borough, but shall be available for inspection by the Code Official at reasonable times and upon reasonable notice. The regulated rental unit must also be in full compliance with all other provisions of these regulations.

4. Within a period of time ranging from 18 to 48 months following the date of the adoption of these regulations, the Owner of a regulated rental unit shall arrange for and satisfactorily complete an inspection of the rental unit under the Selingsgrove Borough Property Maintenance Code. The requirement to complete an inspection within a period of time ranging from 18 to 48 months will be determined by the Borough based upon a lottery of all rental unit occupancy licenses issued within the initial 180 days following the effective date of these regulations. The Owner of each regulated rental unit will be notified of the date by which the initial inspection must be completed. Property owners may choose a shorter period of time to complete the initial inspection with notification and approval of the Borough. All deficiencies found as a result of the inspection shall be corrected within a time schedule submitted by the Owner and approved by the Code Official. Immediately following the satisfactory completion of an inspection and the correction of all deficiencies found, an occupancy license will be issued for such regulated rental unit.

5. After 48 months following the date of the adoption of these regulations, no rental unit occupancy license will be issued or renewed unless the regulated rental unit is in full compliance with these regulations.

B. For regulated rental units created within 180 days following the date of adoption of these regulations:

1. The Owners of all regulated rental units, created within 180 days following the date of adoption of these regulations, shall submit application(s) for a rental unit registration(s) at least 60 days in advance of entering into a rental agreement or permitting the occupancy of any regulated rental unit or, if more than 90 days following the date of the adoption of these regulations, at least 30 days in advance of entering into a rental agreement or permitting the occupancy of any regulated rental unit. No mandatory inspection of the rental unit will be required for the initial issuance of a rental unit registration or renewal thereof.

2. After 180 days following the date of the adoption of these regulations, no Owner of a regulated rental unit may enter into a rental agreement or permit the occupancy of any regulated rental unit without having obtained and maintained a rental unit registration.

3. After 180 days following the date of the adoption of these regulations, no Owner of a regulated rental unit may enter into a rental agreement or permit the occupancy of any regulated rental unit without having first completed the “BOROUGH OF SELINGSGROVE MINIMUM PROPERTY MAINTENANCE CODE RESIDENTIAL RENTAL PROPERTIES VOLUNTARY COMPLIANCE CHECKLIST.” This checklist is not required to be submitted to the Borough, but shall be available for inspection by the Code Official at reasonable times and upon reasonable notice. The regulated rental unit must also be in full compliance with all other provisions of these regulations.

4. Within 18 months following the date of the issuance of the initial rental unit occupancy license, the Owner of a regulated rental unit shall arrange for and satisfactorily complete an inspection of the rental unit under the Selingsgrove Borough Property Maintenance Code. All deficiencies found as a result of the inspection shall be corrected within a time schedule submitted by the Owner and approved by the Code Official. Immediately following the satisfactory completion of an inspection and the correction of all deficiencies found, an occupancy license will be issued for such regulated rental unit.

5. After 18 months following the date of the issuance of the initial rental unit occupancy license, no rental unit occupancy license will be issued or renewed unless the regulated rental unit is in full compliance with these regulations.

C. For regulated rental units created more than 180 days following the date of adoption of these regulations:

1. The Owners of all regulated rental units created more than 180 days following the date of the adoption of these regulations shall submit applications for a rental unit occupancy license at least 15 days in advance of entering into a rental agreement or permitting the occupancy of any regulated rental unit. The Owner of a regulated rental unit shall arrange for and satisfactorily complete an inspection of the rental unit under the Selingsgrove Borough Property Maintenance Code prior to the issuance of a rental unit occupancy license. All deficiencies found as a result of the inspection shall be corrected prior to the issuance of a rental unit occupancy license.

§90-108. General Administrative Appeals.

- 1. Appeal Process** – Except for matters pertaining to suspending, revoking or declining to renew a license, any person aggrieved by an action of the Code Official may appeal such action to an ad hoc hearing board. The appeal must be submitted to the Code Official, in writing, within twenty (20) days of the appellant’s knowledge of the action being appealed. If the Code Official can not resolve the appeal, a hearing shall be scheduled within thirty (30) days of the receipt of the appeal request. The ad hoc hearing board shall prepare a written report and recommendation and submit same to Borough Council within 30 days of the conclusion of the hearing. Borough Council shall consider the report and recommendation at the next regular or special Council meeting following the receipt of the report and recommendation. Borough Council will consider the report and recommendation in an open, regular or special session. The decision of Borough Council shall be final. Procedures for appealing decisions by Borough Council are established by law.

- 2. Hearing Board** – Appeals related to the Rental Unit Occupancy Regulations of the Borough of Selinsgrove will be heard by an ad hoc hearing board consisting of the three members of the Safety Committee of Selinsgrove Borough Council and at least four persons selected by the Safety Committee. At the discretion of the Safety Committee and considering the relative degree to which the matter relates to landlords, tenants or both, the four persons are to be selected among those who own residential rental properties within the Borough of Selinsgrove and who are actively engaged in residential rentals and those who rent residential properties within the Borough. The board shall be chaired by the Chairman of the Safety Committee and all matters relating to the conduct of the hearing shall be at the discretion of the Chairman. A stenographic record of the hearing is not required. The board shall prepare a written, non-binding report and recommendation representing at least the consensus view of a simple majority of the board and submit same to be decided by Borough Council. The report shall succinctly define the issue or issues and the recommendation shall define the proposed remedy.

APPENDIX A

ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

This Addendum to Residential Rental Agreement is made this ____ day of _____, 20__ and is incorporated into and shall be deemed to amend and supplement the Residential Rental Agreement made by the undersigned Tenant and Landlord, their heirs, successors and assigns, dated _____. The Residential Rental Agreement and this Addendum pertain to the premises described in said agreement and identified as/located at _____ This Addendum is required by Chapter 90, Regulated Rental Unit Occupancy, of the Borough of Selinsgrove.

ADDITIONAL COVENANTS AND OBLIGATIONS

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

A. Landlord's Covenants and Obligations.

1. Landlord shall keep and maintain the leased premises in compliance with all applicable Codes and Ordinances of the Borough of Selinsgrove and all applicable State laws and shall keep the leased premises in good and safe condition.

2. The Owner or Owner’s Representative for the leased premises shall be as follows:

Name _____
Address _____
Telephone Number(s) _____
Email Address _____

3. The Landlord shall be responsible for regularly performing all routine maintenance, including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the leased premises, except for any specific tasks which the parties hereby agree shall be delegated to the Tenant and which are identified as follows:

4. The Landlord shall promptly respond to reasonable complaints and inquiries from the Tenant.

5. The Landlord shall comply with all applicable provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.

B. Tenant's Covenants and Obligations.

1. Tenant shall comply with all applicable Codes and Ordinances of the Borough of Selinsgrove and all applicable State laws.
2. Tenant agrees that the maximum number of persons permitted within the regulated rental unit at any time shall be _____ and the maximum number of persons permitted within the common areas of the leased premises at any time shall be _____.
3. Tenant shall dispose of all rubbish, garbage and other waste from the leased premises in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with Selinsgrove's Solid Waste and Recycling Ordinance.
4. Tenant shall not engage in any conduct on the leased premises which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Tenant permit others on the premises to engage in such conduct.
5. Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.
6. Tenant shall not cause, nor permit nor tolerate to be caused, damage to the leased premises, except for ordinary wear and tear.
7. Tenant shall not engage in, nor tolerate nor permit others on the lease premises to engage in, "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a regulated dwelling unit that is so loud, untimely, offensive, riotous or that otherwise unreasonable disturbs other persons in their peaceful enjoyment of their premises such that a report is made to the police and/or to the Code Official. It is not necessary that such conduct, action, incident or behavior constitute 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 Code Official or police shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrence."
8. Except as otherwise protected by law, tenant(s) agree(s) to permit the release of information pertaining to incidents occurring on or within the premises of the regulated rental unit and pertaining to the Regulated Rental Unit Occupancy Regulations; to the Borough Police Department, the Borough's Code Official, and/or to the Landlord.
9. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Regulated Rental Unit Occupancy Ordinance of the Borough of Selinsgrove and that the issuance by any municipal officer of the Borough of Selinsgrove of a Notice of Violation of said Ordinance relating to the leased premises shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, Landlord shall have the right and option to pursue any and all of the following remedies:
 - a. Termination of the rental agreement without prior notice;

- b. Bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs;
- c. Bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney's fees and costs;
- d. Bring an action for damages caused by tenant's breach, including reasonable attorney's fees and costs.

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

WITNESS

TENANT

WITNESS

TENANT

WITNESS

TENANT