

OFFICE USE ONLY:

ZONE _____

WARD _____

STREET _____

Application for Rental License

Return this application and your signed check to
Rental Inspection, City Hall, 40 East Market St., Wilkes-Barre, PA 18711.

Property Address _____

Owner's Name _____

Owner's Address _____

Property Manager:
(Mandatory if Owner Resides More
Than 20 Miles From Rental Property)

Name _____

Address _____

Telephone _____

Emergency Contact:
(Mandatory)

Name _____

Address _____

Telephone _____

Information About the Property:

Please use the following formula to calculate your annual licensing fee.
An inspector will verify this information and your license for this
property will list the number of rental units.

There are _____ residential rental units at this property.

_____ residential rental units x \$35/unit = _____ Licensing Fee

I have read and understand the information regarding my
responsibilities. I certify that the above information about said
property is complete and correct and I have enclosed a check
for \$_____, the full amount owed.

Signature _____ Date _____

Printed Name _____ Day Telephone No. _____

RENTER ACKNOWLEDGEMENT FORM

PROPERTY ADDRESS: _____
APARTMENT NUMBER: _____
TENANT NAME: _____
Please Print

The undersigned acknowledges by signing this form that he/she has been given the opportunity to review the Housing Statistical Report provided by the Landlord of the above premises. The Housing Statistical Report provided all basic information pertaining to the rental property, including: landlord/manager address and telephone number, lawful number of occupants allowed to reside in said premises, and report of rental inspection performed on said premises. Tenant also acknowledges receipt of list of "Tenant Responsibilities" as provided by the City of Wilkes-Barre.

Tenant Signature Date

RENTER ACKNOWLEDGEMENT FORM

PROPERTY ADDRESS: _____
APARTMENT NUMBER: _____
TENANT NAME: _____
Please Print

The undersigned acknowledges by signing this form that he/she has been given the opportunity to review the Housing Statistical Report provided by the Landlord of the above premises. The Housing Statistical Report provided all basic information pertaining to the rental property, including: landlord/manager address and telephone number, lawful number of occupants allowed to reside in said premises, and report of rental inspection performed on said premises. Tenant also acknowledges receipt of list of "Tenant Responsibilities" as provided by the City of Wilkes-Barre.

Tenant Signature Date

OWNER'S DUTIES

1. 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.
2. Owner shall be responsible for regulating the proper and lawful use and maintenance of every rental unit owned. Every owner shall be responsible for regulating the conduct and activities of the occupants of every rental unit owned in the city, which conduct or activity takes place at such rental unit or premises.
3. Any owner who does not reside within a twenty (20) mile radius of the City of Wilkes-Barre, must designate a Manager who shall reside in an area that is within a twenty mile radius of the City.

The Owner or Manager shall disclose to the occupant, in writing on or before the commencement of the tenancy, the name, address and telephone number of the Manager.
4. Before an occupant initially enters into or renews a rental Agreement for a rental unit, the owner or manager shall furnish the occupant with the most recent inspection report relating to that rental unit.
5. The owner shall maintain the premises in compliance with the applicable codes of the city 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.
6. The owner and occupant may agree that the occupant is to perform specified repairs, maintenance tasks, alterations, or remodeling. In such case, such agreement between the parties must be in writing. Such an agreement may be entered into between the owner and the occupant only if:
 - A. 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; and

- B. the agreement does not diminish or affect the obligation of the owner to other occupants in the premises.

IN NO CASE SHALL THE EXISTENCE OF ANY AGREEMENT BETWEEN OWNER AND OCCUPANT RELIEVE AN OWNER OF ANY RESPONSIBILITY UNDER THIS ORDINANCE OR OTHER ORDINANCES OR CODES FOR MAINTENANCE OF PREMISES.

7. The owner or manager shall reply promptly to reasonable complaints and inquiries from occupants.
8. The owner shall comply with all provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.
9. The owner shall be directly responsible for the behaviour of occupants and guests in the common area as if the owner were an occupant.
10. In the event that the same occupant is convicted of a third Disruptive Conduct violation within a license year, the Code Enforcement Officer shall direct the owner to evict the occupant who violated the Ordinance and not to permit the occupant to occupy the premises during the subsequent licensing.
11. Upon receiving notice of any code violations from the Code Enforcement Officer, the owner shall promptly take action or cause the necessary action to be taken, to abate the offending condition and eliminate the violation.

OCCUPANT DUTIES:

1. The occupant shall comply with all obligations imposed upon Occupants by this Ordinance, all applicable codes and ordinances of the City and all applicable provisions of state law.
2. The maximum number of persons permitted to reside in any regulated rental unit at any time shall not exceed four unrelated occupants.
3. The occupant shall dispose from the rental unit all rubbish, garbage, and other waste in a clean and safe manner, and separate and place for collection all recyclable materials.
4. The occupant shall conduct himself/herself and require other persons and guests on the premises within the rental unit 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.
5. The occupant shall not occupy or use the rental unit for any other purpose than as a residence, unless specified in the rental agreement with owner.
6. The occupant shall not engage in nor tolerate nor permit others on the premises to engage in any conduct declared illegal under any federal criminal statute and/or under the Pennsylvania Crimes Code or Liquor Code or the Controlled Substance, Drug, Device and Cosmetic Act. Any misdemeanor or felony arrests shall be considered the basis for immediate occupant eviction proceedings.
7. The occupant shall not engage in, nor tolerate, nor permit others on the premises to engage in disruptive conduct or other violations of the ordinance.
8. When police investigate an alleged incident of disruptive conduct, he or she shall complete a Disruptive Conduct Report upon a finding that the reported incident did constitute disruptive conduct. The information filed on said report shall include the identity of the

alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct. If a Disruptive Conduct Report is filed, the police officer will forward it to the Code Enforcement Officer, who will then, within three (3) days, forward a copy to the owner.

9. 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.

10. ~~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 ordinance.

11. The occupant shall permit inspections by the Code Enforcement Officer of the premises at reasonable times during the business hours of the Bureau of Inspections, upon reasonable notice (24 hours), either written or oral by the Bureau of Inspections.

Disruptive Conduct: Any form of conduct, action, incident or behavior perpetrated, caused or permitted by any Occupant or visitor of a Regulated Rental Unit that is a violation of existing Ordinances of the City of Wilkes-Barre or statutes of the Commonwealth of Pennsylvania. In order for such Disruptive Conduct to constitute an offense under this Ordinance, a citation or criminal complaint must be issued by the police and successfully prosecuted or a guilty plea entered before a District Justice. If an appeal is filed from a decision of a District Justice, the matter shall not be deemed to constitute Disruptive Conduct, unless a finding of guilty is affirmed by a final decision on appeal.

Illegal Activities (Under Occupant Duties): The occupant shall not engage in, nor tolerate nor permit others on the premises to engage in, any conduct declared illegal under any federal criminal statute and/or under the Pennsylvania Crimes Code (18 Pa.C.S.A. Section 101, et seq) or Liquor Code (47 P.S. Section 1-101 et seq), or The Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. Section 780-101 et seq). Any misdemeanor or felony arrests shall be considered the basis for immediate occupant eviction proceedings.

Disruptive Conduct (Under Occupant Duties):

1. The Occupant shall not engage in, nor tolerate nor permit others on the premises to engage in Disruptive Conduct, or other violations of the Ordinance.
2. When police 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 and shall provide the same to the Code Enforcement Officer of the City of Wilkes-Barre. The information filled in or said report shall include, if possible, the identity or identities of the alleged perpetrators of the Disruptive Conduct and all other obtainable information including the factual basis for the Disruptive Conduct requested on the prescribed form. Where the police make such investigation, said police officer shall then submit the completed Disruptive Conduct Report to the Code Enforcement Officer. In all cases, the Code Enforcement Officer shall mail a copy of the Disruptive Conduct Report to the owner or manager within three (3) working days of the occurrence of the alleged disruptive conduct.