



ENSURING TENANT PROTECTIONS & RENTAL HOUSING QUALITY

SUMMER 2023 MEETING
AUGUST 9-11 • SCRANTON, PA

Renters in the United States tend to be Black, Hispanic, younger, and lower-income; they are faced with rising costs, deteriorating conditions, and a system that is designed to favor landlords and management companies over tenants. It is paramount that cities do everything in their power to even the playing field and ensure that renters in their community are guaranteed quality housing and treated fairly by landlords. While recognizing the reality of state preemption, this session will cover strategies to accomplish these goals, including requiring landlords to register with the city, implementing more robust inspection policies, forming a tenant bill of rights, offering pro bono legal assistance, and reducing blight in majority rental neighborhoods.



RESOURCES

PAGE

1

“Promoting Housing Stability Through Just Cause Eviction Legislation,” Jade Vasquez and Sarah Gallagher, National Low Income Housing Coalition, May 18, 2022.

10

“City Council approves anti-retaliation ordinance to protect tenants,” Mike Crowley, Meadville Tribune, Mar. 9, 2023.

13

Meadville City Code, Ordinance No. 3806, Residential Anti-Retaliation Ordinance, City of Meadville, PA, Mar. 8, 2023.

17

Code Enforcement Legislation Cover Sheet, City of Scranton, PA 2022.

21

Scranton City Code, Chapter 373, Residential Empowerment of Neighborhoods, Tenants, and Landlords Ordinance of 2022, City of Scranton, PA, Nov. 29, 2022.

32

Tenants’ Bill of Rights, Department of Licensing, Inspections and Permits, City of Scranton, PA, Nov. 2022.

33

“Rescue plan-funded land bank to improve city’s economic outlook,” Williamsport Sun-Gazette, Jul. 17, 2023.

34

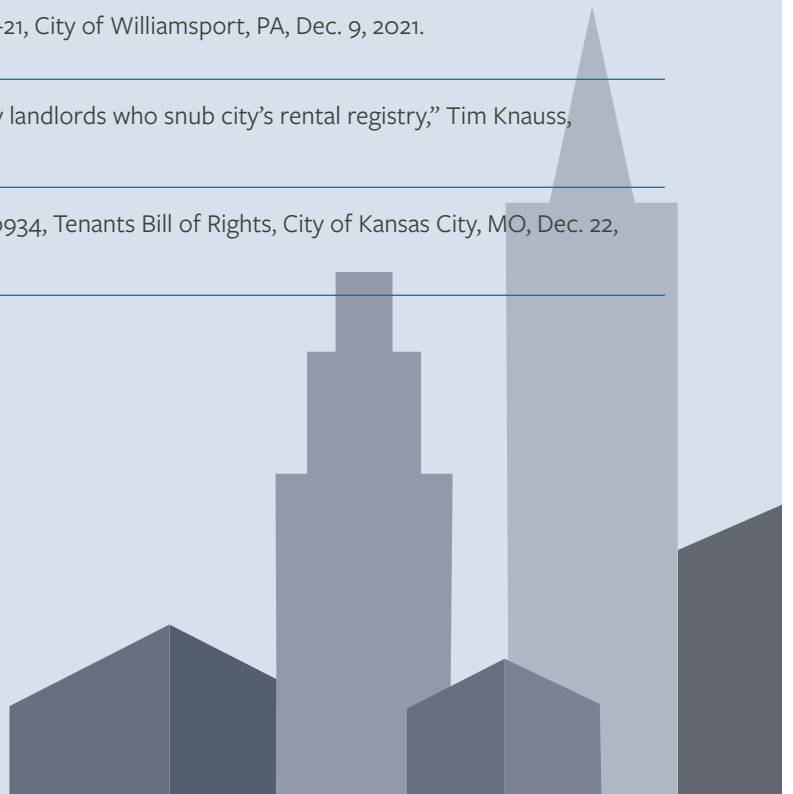
Williamsport City Code, Bill No. 1786-21, City of Williamsport, PA, Dec. 9, 2021.

39

“Syracuse lawmakers ban evictions by landlords who snub city’s rental registry,” Tim Knauss, Syracuse, NY, Sep. 14, 2020.

40

Kansas City Code, Ordinance No. 190934, Tenants Bill of Rights, City of Kansas City, MO, Dec. 22, 2019.





PROMOTING HOUSING STABILITY THROUGH JUST CAUSE EVICTION LEGISLATION

JADE VASQUEZ

ERASE Project Coordinator

SARAH GALLAGHER

ERASE Senior Project Director

NATIONAL LOW INCOME HOUSING COALITION

PROMOTING HOUSING STABILITY THROUGH JUST CAUSE EVICTION LEGISLATION

BACKGROUND

In 2022, as [Emergency Rental Assistance](#) (ERA) funds continue to be depleted, most federal, state, and local governments have lifted their eviction moratoriums. Despite the historic aid enacted by Congress and the wide range of [tenant protections](#) passed by states and localities over the last year, many renters now face new challenges to their housing stability: increased rents due to inflation and a lack of affordable housing stock, vulnerability to landlords who are reluctant to renew leases, and fear of retaliation among tenants who advocate for better housing conditions.

The end of a lease term is a particularly vulnerable time for low-income tenants. In many states and localities around the country, landlords are not required to provide a reason for evicting a tenant at the end of a lease term or for evicting a tenant without a lease (i.e., a resident with a month-to-month tenancy). Moreover, landlords who are unable to evict a tenant during their lease term may choose not to renew the tenant's lease and use the lease holdover as grounds for eviction. A tenant at the end of their lease is also at risk of unreasonable rental increases.

When a tenant receives an eviction notice, faces rent hikes, or fears displacement, they may choose to leave their unit – or “self-evict” – rather than go to court. Those who pursue legal action often find that no laws exist to protect them from eviction at the end of a lease term and that having an eviction judgement on their record creates further barriers to obtaining and maintaining future housing.¹

To support renters at risk of housing instability, a growing number of lawmakers in states and localities across the country have passed “just cause” eviction legislation. In Baltimore, for example, City Council members passed a just cause [ordinance](#) requiring landlords to “provide renters the opportunity to renew their leases unless a ‘good cause’ exception exists.”² Legal protections extended through such just cause legislation make the lease renewal process more predictable, protect renters from excessive rent increases, empower tenants to advocate for better living conditions without fear of retaliation, and promote long-term housing stability for low-income and marginalized renters.³

WHAT IS JUST CAUSE LEGISLATION?

Just cause – also known as “good cause” or “for cause” – eviction laws are tenant protections that prevent evictions and promote housing stability by limiting the causes for which a landlord can evict a tenant or refuse to renew a tenant's lease when the tenant is not at fault or in violation of any law.⁴ Just cause laws aim to benefit low-income tenants by:

- Protecting renters from evictions for no fault of their own.
- Delivering a sense of stability to tenants.
- Discouraging renters from self-evicting when they receive eviction notices from landlords.
- Empowering tenants experiencing poor living conditions, discrimination, or other illegal landlord behavior to advocate for improvements with landlords or file complaints without fear of retaliation.
- In some cases, protecting tenants from unreasonable rent increases.

1 [“Protect Tenants, Prevent Homelessness.”](#) (2018). National Law Center on Homelessness & Poverty.

2 Miller, Hallie. [“Baltimore tenant protections take effect, requiring ‘just cause’ before eviction.”](#) July 20, 2021. *The Baltimore Sun*.

3 [“Good Cause Eviction Salazar S3082/Hunter A5573 Frequently Asked Questions.”](#) Housing Justice for All.

4 [“Just Cause Eviction Policies.”](#) Local Housing Solutions.

"A 'good cause' is generally defined as substantial violations of a lease, such as failure to pay rent or serious destruction of property. If a tenant receives an eviction notice without legal reason, the tenant can challenge the eviction in court under good cause protections."

– Kate Ham, Community Service Society

In addition to defining the legal reasons for which landlords can evict tenants or not renew leases, just cause laws commonly include provisions placing caps on rent increases or limiting the power of landlords to increase rents and expanding notice provisions and the length of tenant notice periods. Tenants who know they cannot be evicted without good reason experience a level of housing security that has not often existed for renters.

Just cause laws can be enacted at federal, state, or local levels. Currently, no federal just cause laws exist. However, five states across the country have implemented just cause legislation: [New Jersey](#), [California](#), [New Hampshire](#), [Oregon](#), and [Washington](#). [New Jersey](#) was the first state to pass such renter protections (in 1974), and [Washington](#) is the most recent (in 2021). In the absence of federal or state just cause laws, many housing advocates have worked to advance such protections at the local level, in the hopes of scaling the protections up into state legislation. During the pandemic, advocates helped achieve the enactment of just cause protections in seven localities: the towns of [Albany](#), [Beacon](#), [Kingston](#), [Newburgh](#), and [Poughkeepsie](#) in New York; [Baltimore](#), Maryland; and [St. Paul](#), Minnesota.

Tensions between the jurisdictional authority of states and localities often shape efforts to enact and successfully implement just cause legislation and other tenant protections. When Baltimore councilmembers passed their [ordinance](#) in 2021, Mayor Brandon Scott expressed reservations about the city’s authority to implement and enforce the new law because it conflicted with existing state law, which gave “landlords in Baltimore City the right to terminate a year-long tenancy with 90 days’ notice and a shorter time period for other types of tenancies.”⁶ To resolve the conflicts between state and local law, in 2022 Maryland lawmakers introduced [HB 881](#), which would authorize counties to adopt local laws that prohibit residential landlords from failing to renew a lease or evicting a holdover tenant without good cause. If enacted, more localities in Maryland may be incentivized to pass their own local just cause ordinances.

Just cause legislation enacted by state and local jurisdictions typically includes three core components: (1) the definition of the legal grounds for eviction, (2) the placing of limits on

⁵ Ham, Kate. "Why New York Needs Good Cause Eviction." September 29, 2021. Community Service Society.

6 Miller, Hallie. ["Baltimore tenant protections take effect, requiring 'just cause' before eviction."](#) July 20, 2021. *The Baltimore Sun*.

Just cause laws aim to prevent evictions of tenants who are not at fault by defining the legal grounds on which a landlord can evict tenants or refuse to renew a lease. Just causes for eviction commonly include failure to pay rent, property damage, disturbance or disorderly conduct, other lease violations, criminal activity in a unit, and intent on the part of the landlord to sell, repair, or move into the unit.

Just causes for eviction commonly include failure to pay rent, property damage, disturbance or disorderly conduct, other lease violations, criminal activity in a unit, and intent on the part of the landlord to sell, repair, or move into the unit.

New Jersey's just cause eviction legislation defines these grounds clearly. Enacted nearly 50 years ago, New Jersey's law – the "Anti-Eviction Act" – was designed to address the state's severe housing shortage by preventing landlords from unfairly and arbitrarily displacing their tenants.⁷ The act limits the ability of landlords to remove tenants who have not violated the terms of their lease and defines the legal causes for eviction as failure to pay rent or rent increases, disorderly conduct, damage or destruction to property, illegal activity, violation of landlord rules or the lease agreement, or a desire on the landlord's part to convert rental property to a condominium or use the property personally. The act further establishes that for failure to pay rent after a rent increase to be considered grounds for eviction, "the rent increase must not be unconscionable and must comply with all other laws or municipal ordinances, including rent control."⁸

Washington State also enacted legislation defining acceptable grounds for eviction. In May 2021, the legislature passed [HB 1236](#), which required landlords to provide a valid reason for ending a tenancy. Under the law, just causes for eviction include failure to pay rent, unlawful activity, destruction of property, and the landlord's intent to sell or move into the rental property.

Oregon's [SB 608](#), enacted in 2019, protects tenants from no-cause evictions after their first year of occupancy. However, unlike the New Jersey and Washington State legislation, SB 608 provides exemptions allowing landlords to evict tenants who have not violated any lease terms in cases in which (1) the landlord wishes to demolish a building or convert it into a business or make substantial repairs to or renovate the unit; (2) the landlord or their relative wishes to move into the unit; or (3) the landlord has sold the unit to someone who wants to move into it.

California's just cause legislation, the "[Tenant Protection Act of 2019](#)" (AB 1482), applies to renters who have lived in their units for 12 months or more and distinguishes between at-fault and no-fault evictions. According to the [California Rental Housing Association](#) (CalRHA), at-fault evictions are based on the actions and activities of renters. To justify an eviction, a landlord must have

8 ["Grounds for An Eviction Bulletin."](#) (2008). New Jersey Department of Community Affairs.

New Hampshire’s [just cause law](#), which became a state statute in 2015, offers the broadest definition of the causes for which a landlord can evict a tenant by including among these causes “any legitimate business or economic reason.”⁹ The law also defines just cause as including failure to pay rent, violation of the lease agreement, destruction of property, and behavior that adversely impacts the health and safety of other tenants or the landlord.

In 2021, the [cost of rent rose](#) on average 14% nationally, while in cities like New York, Austin, and Miami, rents increased by as much as 40%.¹⁰ Rents could rise another 10% in 2022.¹¹ As a result, housing has become even less affordable, and more households – particularly the lowest-income households, whose members are disproportionately people of color – are at higher risk of housing instability and homelessness. When combined with rental caps, just cause laws can preserve affordable rental units by making it more difficult for landlords to significantly increase rent for existing tenants.¹² Without reasonable restrictions on rent increases, tenants who are unable to afford new rents are likely to face eviction and displacement as rents increase in their areas.

TENANT PROTECTIONS | 5

New York housing advocates mobilized a statewide campaign to address the gaps in assistance remaining after the eviction moratorium expired on January 15, 2022, and as the state obligates and expends its ERA funds. With the federal funds currently available, the Office of Temporary and Disability Assistance (OTDA) anticipates funding ERA applications that were submitted through October 7, 2021, and with additional state funds, OTDA anticipates being able to process ERA applications that were submitted through March 31, 2022¹⁷ However, applications are still being submitted, and an estimated 588,000 households in New York remain behind on rent, more than three-quarters of them households of color.¹⁸ Because the proposed bill would require a landlord to prove “good cause” to evict a tenant, New York lawmakers and housing advocates anticipate that the law could protect those 588,000 households from displacement. The law would also grant additional protections to 1.6 million renters across the state, or 50% of all New York renters, according to a 2021 [report](#) by the Community Service Society.¹⁹

In the neighboring state of Connecticut, lawmakers have introduced [HB 5233](#), which would expand just cause eviction protections that were previously reserved only for renters who are at least 62 years old or have a disability.²⁰ According to the Connecticut Fair Housing Center, “no-fault evictions more than doubled from August to December 2021 compared to August to December 2019, threatening to displace tenants who have few options in a tight rental market.”²¹ HB 5233 would expand just cause protections to all renters living in buildings with five or more units, ensuring housing security for more renter households. Under the just cause bill, tenants who face rent increases would be able to file complaints with the local fair rent commission or challenge the increases in court. The commission or court would then determine whether the rent increase is fair and equitable, according to the determinations set by a previous rental charge [statute](#).

LOCAL LEGISLATION CAN SET THE PATH FOR STATEWIDE REFORM

With no federal just cause standards in place, and only five states with enacted protections, many housing advocates have focused their advocacy efforts on passing local just cause laws and other needed tenant protections. Local governments have opportunities to build buy-in from the public and their state legislatures by passing just cause ordinances in their jurisdictions and collecting eviction data to demonstrate the impact of the laws and influence future state legislation.

Decades before Washington State passed just cause legislation, for example, [Seattle](#) adopted a local ordinance from which state lawmakers would later learn. Similarly, in California, about 20 cities and counties across the state had enacted their own form of rent control prior to the passage of AB 1482.²² Once it was enacted, AB 1482 extended protections to renters who were not covered by local ordinances or who lived in areas where local ordinances prohibited protections, applying rental caps and just cause standards to an additional 2.4 million apartments across California, as well as single-family rental homes meeting the act's requirements, according to an analysis by researchers at the University of California, Berkeley's Turner Center for Housing Innovation.²³

17 NYS Office of Temporary and Disability Assistance Emergency Rental Assistance Program [Website](#).

18 [Rent Debt Dashboard](#), National Equity Atlas.

19 "[Why New York Needs Good Cause.](#)" (2021). Community Service Society.

20 [Sec. 47a-23c](#). Prohibition on eviction of certain tenants except for good cause.

21 ["Expand Good Cause Eviction Protections."](#) April 1, 2022. Connecticut Fair Housing Center.

22 Healy, Jon. "[Building an ADU? What you need to know about rent control.](#)" March 8, 2022. *Los Angeles Times*.

23 Dillon, Liam. "[Here's how California's new plan to cap rent increases would work.](#)" September 5, 2019. *Los Angeles Times*.

States and localities should advance legislation to (1) ensure tenants at the end of their lease have the ability to renew if they have not violated the legal terms of their lease; (2) provide limits on exorbitant rental increases to prevent renters from becoming extremely rent-burdened or experiencing displacement; and (3) ensure adequate written notice documenting the cause for eviction and providing sufficient time for tenants to either fight their case in court or find a new home.

States and localities should enact other measures to ensure stronger protections against eviction and promote housing stability for the lowest-income and most marginalized renters. Such additional measures are described in NLIHC's report, [*Tenant Protections and Emergency Rental Assistance During and Beyond the COVID-19 Pandemic*](#).

Local courts and lawmakers must establish stronger mechanisms to collect and analyze eviction filing and judgement data to help housing counselors, legal aid providers, and policymakers better understand and serve low-income renters, enforce existing tenant protections, and understand the impact of state and local tenant protections for the purpose of informing future advocacy and implementation.

After passing just cause legislation and other tenant supportive measures, state and local governments should develop equitable marketing strategies that efficiently communicate new protections to renter households so that renters are aware of their rights and can exercise those rights in interactions with their landlords or in court.

Congress should enact legislation to establish protections for renters, such as by passing (1) just cause eviction standards to ensure greater housing stability and prevent arbitrary and harmful actions by landlords; (2) a right to counsel to help more renters stay in their homes and mitigate harm when eviction is unavoidable; (3) source-of-income discrimination bans to help ensure that landlords do not discriminate against renters with rental assistance or other sources of income; and (4) other measures to protect renters nationwide. Affordable, stable, and accessible housing and robust housing choice are the foundation upon which just and equitable communities are built, but the power imbalance between renters and landlords puts renters at greater risk of housing instability, harassment, and homelessness and fuels racial inequity. A full list of needed federal protections is provided [here](#).

For more information on state and local tenant protections, see NLIHC's Tenant Protection Website at: <https://nlihc.org/tenant-protections>

City Council approves anti-retaliation ordinance to protect tenants

By Mike Crowley Meadville Tribune
Mar 9, 2023



Meadville landlord Bob Rogers addresses Meadville City Council before a vote Wednesday on an anti-retaliation ordinance intended to protect tenants. The ordinance was voted 4-1 in giving the ordinance final approval.

MIKE CROWLEY/Meadville Tribune/



At a special voting meeting held Wednesday, Meadville City Council members voted 4-1 to give final approval to an ordinance that supporters say will offer protection to tenants from retaliatory eviction efforts over activities such as organizing, requesting lower rents, or reporting health and safety code violations.

The approval came at a time usually reserved for non-voting study sessions, but instead was re-advertised on March 1 as a special voting meeting. The change, according to Mayor Jaime Kinder, was motivated specifically out of a desire to provide protection to residents of Connect 55+, a Meadville apartment complex on upper Pine Street marketed as an active senior living community, but the ordinance was also intended to have a more general effect.

“We’re working in haste for Connect 55+ because, as everybody knows, that’s a terrible situation,” Kinder said, “but also ... it will help any other properties that have retaliation.”

Since last summer, residents of Connect 55+, many of them retirees, have protested impending rent increases of up to 40 percent at the still-unfinished complex. Concerns over residents who protested being denied lease renewals have fueled council’s efforts to pass the anti-retaliation ordinance.

When the ordinance first appeared for discussion on council’s Feb. 1 meeting agenda, members took the uncommon step of voting during the meeting to add votes on preliminary approval to the agenda in hopes of speeding final approval. When a lawsuit was subsequently threatened, the issue was tabled and the ordinance revised.

Councilman Jim Roha, who has consistently opposed the ordinance voted against final approval Wednesday, argued that it would lead to the unintended effect of increasing rents as landlords anticipate the possibility of court costs associated with eviction efforts and tenants claiming retaliatory actions.

Deputy Mayor Larry McKnight offered a seemingly idealistic view of tenants, even those evicted who might have engaged in protected activities before being evicted for legitimate reasons.

“If I’m a tenant and I’m not paying my rent and I’m not taking care of the property and you evict me,” McKnight said, “I’m not going to go to court and sit there and say, ‘Hey, they’re evicting me because I carried a petition,’ because in my mind and my heart, I know it’s because I’m not paying rent, I’m having disturbances at my apartment, I’m not following the lease agreement that I signed.”

The ordinance will not provide a sort of all-purpose get-out-of-eviction-free card for use by tenants who can argue that their request for no rent increase or their efforts to organize fellow tenants were the grounds for their eviction, according to Kinder.

“It’s not an over-casting umbrella that gives us the right to act any type of way,” she said. “It just gives us the protection to not be retaliated against for something that the law says that we’re allowed to do.”

Kinder also expressed confidence that the court handling potential anti-retaliation cases “is well-suited for this.”

Among other things, the ordinance requires tenants claiming retaliation in an eviction proceeding to demonstrate “clear and convincing evidence that the Tenant, or any member of the Tenant’s household, had engaged in such protected activity” as outlined by the ordinance.

Bob Rogers, who owns several rental properties in the city, has addressed council repeatedly in recent meetings with criticisms related to the ordinance and did so once more on Wednesday. Rental property owners should not all be painted with the same brush, according to Rogers.

“What’s happening with Connect 55 is absolutely deplorable. I agree with you,” he told council before the vote. “I think there’s other ways you can go around and do things a little bit better that doesn’t involve the entire community.

“This anti-retaliation act, it involves every single person in the city who rents and every single landlord,” he continued. “Unfortunately, the people that are getting crippled are the small people like us.”

Councilwoman Autumn Vogel was not at Wednesday’s meeting but attended via phone.

Mike Crowley can be reached at (814) 724-6370 or by email at mcrowley@meadvilletribune.com.
MORE INFORMATION

Bill No. 1

Ordinance No. 3806 of 2023

**CITY OF MEADVILLE
CRAWFORD COUNTY, PENNSYLVANIA**

AN ORDINANCE OF THE CITY OF MEADVILLE, CRAWFORD COUNTY, PENNSYLVANIA; ENSURING THE RIGHTS OF RESIDENTIAL TENANTS TO ENGAGE IN COLLECTIVE ACTIONS TO SEEK FAIR AND DIGNIFIED HOUSING CONDITIONS; PROTECTING TENANTS FROM RETALIATION FOR ORGANIZING OTHER TENANTS, ENGAGING IN COLLECTIVE ACTION OR EXERCISING OTHER LEGAL RIGHTS; PROVIDING FOR DEFINITIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

BE IT ORDAINED AND ENACTED by the City Council of the City of Meadville and it is hereby Ordained and Enacted by and within the Authority thereof as follows:

SECTION 1. Title.

The title of this Ordinance shall be the City of Meadville Residential Anti-Retaliation Ordinance.

SECTION 2. Authority.

This Residential Anti-Retaliation Ordinance is adopted in accordance with authority existing under Article III of the Optional Third Class City Charter Law, and Section 12435 of the Third Class City Code.

SECTION 3. Purpose and Intent.

- (a) The purpose of this Ordinance and the policy of the City of Meadville (hereinafter "City") shall be to protect and promote the public health, safety and welfare of its citizens, to effectuate and supplement Section 205 of the Pennsylvania Landlord and Tenant Act, and to protect the right of residential tenants to engage in lawful activity in pursuit of fair and dignified housing conditions. As a means to these ends, this Ordinance provides for a clear statement of tenants' rights to organize and protects tenants from retaliation for organizing other tenants, engaging in collective action or exercising other legal rights.
- (b) In considering the adoption of this Ordinance, the City makes the following findings:
 - (1) All people deserve to live in safe, sanitary housing, with predicable terms and conditions of occupancy, so that they have a fair opportunity to put down roots, make a home for themselves and live in dignity;
 - (2) Housing stability is essential to the fabric of a healthy community in which neighbors support one another and develop and maintain a collective capacity for civic engagement;
 - (3) All tenants have a fundamental right to seek better and more stable housing conditions through lawful means without fear of retaliation;

- (4) Most landlords respect the right of their tenants to live in dignity and will make a good faith effort to provide predictable lease terms and to address problems that tenants bring to their attention;
- (5) It has come to Council's attention that some of our citizens have been threatened with or subjected to retaliation by their landlord for engaging in lawful activities in pursuit of fair and dignified housing conditions; and
- (6) The public health, safety and welfare of Meadville's citizens will be advanced by ensuring the right of residential tenants to engage in lawful activity in pursuit of fair and dignified housing conditions without fear of retaliation.

SECTION 4. Definitions.

For the purposes of this Ordinance, the following definitions shall apply:

- (a) **LANDLORD** — The record owner or owners of, or other person, firm or corporation who has charge, care or control of, a dwelling, dwelling unit, rooming unit, building or structure that is occupied by one or more persons pursuant to a written or unwritten agreement, including all of their respective employees and agents.
- (b) **TENANT** — Any person who occupies a dwelling, dwelling unit, rooming unit, building or structure pursuant to a written or unwritten agreement with a Landlord, regardless of whether the agreement has expired or been terminated by the Landlord.

SECTION 5. Tenants' Rights to Organize.

- (a) Tenants have the right to form, join and participate in the activities of a tenant organization for the purpose of addressing issues related to their living environment, including but not limited to, rental rates, housing amenities, conditions of the premises and other terms and conditions of tenancy.
- (b) Tenant organizers have the right to contact and communicate with tenants on the rental premises, including within a rental unit, or in a tenant common area such as a community room, to assist tenants in establishing and operating a tenant organization and participating in collective actions.
- (c) Tenants and tenant organizers have the right to use common areas and community facilities on the property for tenant meetings, so long as they comply with any universally applicable use and reservation policies. No landlord may attend or make recordings of such meetings unless permitted to do so by the tenant organization.
- (d) Tenants have the right to refuse to join or participate in the activities of tenant organizations and have the right to represent themselves individually in their tenancy relation with their landlord if they wish.
- (e) Tenants and tenant organizers have the right to use common areas to distribute literature to other tenants, or to place literature on or under the door of tenant units, where the literature relates to issues of common interest or concern to the tenants. If the landlord provides a bulletin board in a common area, the landlord may not remove posts of such literature from such bulletin board.

SECTION 6. Landlord Retaliation Prohibited.

- (a) It shall be unlawful for any landlord to terminate or refuse to renew a lease with a tenant, or to make, alter, amend or modify any term or condition of any existing lease or arrangement of tenancy with a tenant, in retaliation for the tenant or any member of the tenant's household having engaged in any of the following lawful activities:
- (1) Organizing other tenants, including but not limited to engaging in any of the activities specified in Section 5 of this Ordinance;
 - (2) Participating in a tenants' association;
 - (3) Requesting the landlord to make repairs to the premises, provide amenities, or refrain from increasing rent or fees;
 - (4) Exercising any lawful self-help measure such as the right to withhold rent or to make necessary repairs and deduct the cost of those repairs from the rent;
 - (5) Filing a complaint with a governmental agency or public official responsible for enforcing a building, housing, health, consumer protection or similar law, or the issuance of a notice of violation or other enforcement action by such an agency or official;
 - (6) Speaking to a community organization or the news media about issues related to the tenant's living environment, including but not limited to, rental rates, housing services, conditions of the premises and other terms and conditions of tenancy, or the publication of such information;
 - (7) Testifying at a public hearing or in any court or administrative proceeding concerning issues related to the tenant's living environment;
 - (8) Engaging in collective action for the purpose of bargaining over issues related to the tenant's living environment or engaging in other mutual aid or protection; or
 - (9) Exercising any other right or remedy provided by law.
- (b) In any civil proceeding involving the termination or non-renewal of a lease or the alteration of a term or condition of the lease, or notice thereof, within one year after the latest to occur of any of the activities described in Subsection 6(a), and upon the Tenant establishing by clear and convincing evidence that the Tenant, or any member of the Tenant's household, had engaged in such protected activity, it shall be the burden of the landlord to prove by clear and convincing evidence that the action was taken solely for a non-retaliatory purpose. The filing of a civil action against a tenant shall not constitute a violation of this Ordinance.

SECTION 7. Severability.

The provisions of this Ordinance are declared to be severable; and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 8. Effective date.

The provisions of this Ordinance shall become effective immediately upon passage and enactment.

Section 9. Repealer.

All ordinances and part of ordinances inconsistent herewith are hereby repealed.

Introduced This 1st day of March, A.D., 2023

Second Reading This 1st day of March, A.D., 2023

Finally Passed and Enacted This 8th day of March, A.D., 2023

CITY OF MEADVILLE

Attest:

Jaime Kinder, Mayor

Katherine Wickert, City Clerk



DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

November 10, 2022

CODE ENFORCEMENT LEGISLATION COVER SHEET

I. INTRODUCTION

Submitted for your approval are 4 pieces of related legislation, all aimed at improving the City's Code Enforcement operations. Overall, this legislation package will:

- **Cut Red Tape** for contractors, businesses, homeowners, and residents
- **Improve Housing Quality, Health, and Safety** by redirecting resources towards code enforcement that improves our neighborhoods
- **Simplify and Clarify** requirements to make it easier for contractors, landlords, and residents to comply with the code
- **Foster an Improved Business Environment** to increase entrepreneurship

The pieces of legislation are:

1. **Permits Reform.** Repealing outdated requirements for city permits, such as the 25-cent bicycle license fee, and amending other city permit requirements, such as permanently extending the reduction in peddler's license fees.
2. **Contractor Licensing Reform.** Simplifying and clarifying the requirements for obtaining a Contractor License, such as reducing the number of reference letters required for contractors.
3. **Inspection Fee Reform.** Reducing inspection fees by 45%.
4. **Rental Regulation Reform.** Clarifying landlords' responsibilities under City Code, establishing regular inspections of rental properties, increasing compliance across the City, and strengthening enforcement mechanisms.

II. PERMITS REFORM.

City Code has retained a number of permits, licenses, and other fees and provisions that are no longer as beneficial to the City's health, safety, and welfare as they once might have been. This legislation:

- Repeals provisions that the City has not enforced in years
- Repeals provisions that the City currently enforces, but whose benefits do not outweigh the costs
- Repeals provisions that have become obsolete by the enactment of newer, more comprehensive provisions
- Amends provisions that the City finds worthwhile to enforce with adjustment

Repealed Ordinance	Fee Collected 2022
Arcade	\$0
Billiards	\$75
Bowling Alley	\$75
Mechanical Amusements	\$0
Dance Hall	\$0
Performers	\$0
Theaters	\$0
Circuses	\$0
Bicycles	\$0
Buses	\$0
Taxis	\$0
Building Underwriter Inspectors	\$0
Central Heating and AC	\$0
Woodburning Stoves	\$0
Outdoor Furnaces	\$0
Certain encroachments	\$0
Fire Hydrant Openings	\$0
Billposters	\$0
Transient Merchants	\$0
Total	\$150

Amended Ordinance	Fee Collected 2022	Estimated Fee Collected 2023
Dog License (Replacing with State Dog License, which the County administers)	\$4,768	\$0
Peddler License (Extending 2022 fee reduction)	\$4,295	\$4,400
Scale License (Increasing fee)	\$3,550	\$7,100
Gaming Machine License (Reducing fee but increasing enforcement)	\$15,000	\$30,000
Total	\$18,550	\$41,500

The net revenue change is an increase in collections of **\$22,800** due to the proposed changes.

III. CONTRACTOR LICENSING REFORM.

The City has received many concerns that our contractor licensing requirements are too stringent and too unclear, compared to other cities. This legislation balances the need to protect residents from unqualified contractors with the need to encourage construction and rehabilitation of the city's homes and buildings. This legislation:

- **Reorganizes and rephrases** this chapter of City Code to make it more user-friendly
- **Strengthens regulation of subcontractors**
 - Clarifies requirement that all subcontractors must be licensed
 - Requires prime contractors to list all subcontractors for a project and to update the City on any changes
- **Reduces the amount of information required** of applicants for Master Contractor and Specialty Contractor licenses, including:
 - Replaces burdensome notary requirements with an equally effective affidavit statement
 - Reduces the number of reference letters required for contractors who are not proving their qualifications through exam results
- **Reduces the number of years' experience required** for contractors who are not proving their qualifications through exam results
- **Formalizes the renewal process** and reduces the fee for renewing a license
- **Makes other technical changes**, such as replacing references to “LIPS” with “the Bureau of Code Enforcement” and removing unnecessary gendered language

While the lower renewal fee will decrease revenue from contractor licensing, we expect that the other changes to the license application will lead to an increase in contractors applying for licenses, which will offset that decrease in the long-term.

IV. INSPECTION FEE REFORM.

The City contracts with a third-party vendor, NEIC, to perform its building inspections. The current fee schedule was established in 2012, through the initial contract between the City and NEIC that has been renewed several times and remains in effect today. This resolution would authorize City officials to amend the 2012 contract’s fee schedule to reduce the fees paid by residents by 45%. The agreement also establishes a “Savings Rate” for timely payments from the City to NEIC that would be lower than the existing rate.

The reduction in inspection fees will help encourage further housing and commercial development within the City.

It is estimated that this change will have an impact on Code Enforcement revenues, but in the context of increased business activity and the associated base of revenue.

V. RENTAL REGULATION REFORM.

The City has long received complaints from residents that many rental properties throughout the City present health and safety risks to neighbors and tenants. While rent prices have shot up, many landlords have continued to neglect their properties in Scranton, failing keep them above the legal minimum standard.

Background:

- 51% of City housing stock is renter occupied
- 53% of City housing stock was built prior to 1939

- Local agents are often unreachable, and ownership is hidden behind an LLC
- The City estimates that only 30% of rental properties currently comply with the City's rental registration requirement

Over the past year, the City has undertaken an extensive research effort to better understand the current program's shortcomings and to identify best practices from our peer cities. The RENTAL Ordinance of 2022 Calls For:

- **Regular Health and Safety Inspections** to check for life safety issues, such as smoke and CO detectors, ingress and egress
- **Improved Rental License Compliance** through dedicating more resources and strengthening enforcement mechanisms, and by using a new list of the 16,000+ likely rental units, identified through county records
- **Improved Condition of Housing Stock** and reduced blight by taking a proactive approach to rental unit inspections

Reinvigorating our Rental Regulation program will also entail new inspectors and repurposed positions, totaling 5 housing inspectors dedicated to rental inspections, and a rental manager. This model that includes regular rental inspections is in line with the majority of our peer cities that maintain a rental regulation program.

Introduced in Council on above date and
referred to Committee on November 22, 2022

COMMUNITY DEVELOPMENT

Scranton, PA November 29, 2022
Committee on Community Development reports favorably on the
within Ordinance
Chair

SIXTH ORDER:
November 29, 2022

TABLED on 11/15/22 after being read in 5th Order.
Motion made on 11/29/22 after 6th Order to move to 7th Order.
The vote passed 3-2.

FILE OF COUNCIL NO. 36
2022
AN ORDINANCE

ENACTING THE "RENTAL ORDINANCE OF 2022" BY REPEALING AND
REPLACING THE CITY'S RENTAL PROPERTY CODE.

WHEREAS, neighborhoods in Scranton deserve to be free of blighted rental properties and free of the health and safety risks that come with illegally inadequate maintenance of rental properties; and

WHEREAS, tenants in Scranton deserve to live in quality rental homes that, at a bare minimum, comply with health and safety laws meant to set a standard of living that no person should be forced to live below; and

WHEREAS, landlords in Scranton deserve to have clear expectations of their rights and responsibilities, including a smooth process for the licensing and inspection of rental units; and

WHEREAS, the City of Scranton has a responsibility to the city's tenants, landlords, and neighborhoods to enforce the laws protecting the health and safety of our community; and

WHEREAS, inadequate enforcement of existing health and safety laws creates a race to the bottom, where responsible landlords are unfairly undercut by landlords who skirt the laws and refuse to invest adequate time and resources in their properties; and

WHEREAS, reinvigorated enforcement of rental property maintenance laws will improve the health and safety of tenants, empower responsible landlords to know what is expected of them and to compete fairly in the rental marketplace, reduce blight in our neighborhoods, and improve property values across the community; and

WHEREAS, the City underwent an exhaustive review of the current rental registration program, the best available data regarding the current landscape of rental housing in Scranton, the best practices from peer cities, and the state of the law in Pennsylvania regarding municipal regulation of rentals; and

WHEREAS, the City intends to breathe life into this Ordinance by directing more resources to the Bureau of Code Enforcement, including additional housing inspectors dedicated to rental inspections, improved collection and management of data on rentals, increased education of landlords and tenants of their respective rights and responsibilities, and transparency so the public is kept up-to-date on the state of rental housing in the city; and

WHEREAS, the Residential Empowerment of Neighborhoods, Tenants, And Landlords is a goal shared widely across the city meriting immediate action.

NOW THEREFORE, BE IT ORDAINED AND ENACTED that Chapter 373 of Scranton City Code is hereby repealed in its entirety and replaced with the "Residential Empowerment of Neighborhoods, Tenants, and Landlords Ordinance of 2022" (the "RENTAL Ordinance") as follows:

Chapter 373 -- Rental Property

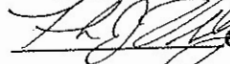
373-1 Title.

This Chapter shall be known and may be cited as the "Residential Empowerment of Neighborhoods, Tenants, And Landlords Ordinance of 2022" or the "RENTAL Act".

373-2 Purpose.

It is the purpose of this Ordinance and the policy of the City of Scranton to protect and promote the public health, safety, and welfare of its citizens by establishing rights and obligations of Landlords and Tenants relating to the rental of certain Dwelling Units in the City of Scranton. This Ordinance establishes rental licensing requirements for landlords; a system of inspections; and sets penalties for violations. This Ordinance shall be liberally construed and applied to promote its purposes and policies.

CERTIFIED COPY

 City Clerk

373-3 Definitions.

Beneficial Owner – a natural person who enjoys all or part of the benefits of ownership of a property, including when title to such property may be in the name of another Person.

Bureau – Bureau of Code Enforcement of the City of Scranton.

Code - Any provision of Scranton City Code or any ordinance adopted, enacted, and/or in effect in and for the City concerning fitness for habitation or the construction, maintenance, operation, occupancy, use, or appearance of any Premises or Dwelling Unit, including but not limited to Chapter 203 ("Contractors, Permits, and Inspections"), Chapter 215 ("Electrical Standards"), Chapter 243 ("Fire Prevention"), Chapter 296 ("Human Relations and Discrimination"), Chapter 317 ("Noise"), Chapter 345 ("Plumbing"), Chapter 359 ("Condemned Property"), Chapter 360 ("Property Maintenance"), Chapter 375 ("Rooming Houses"), Chapter 400 ("Solid Waste"), Chapter 412 ("Streets and Sidewalks"), Chapter 434 ("Trees and Weeds"), and Chapter 445 ("Zoning").

Code Official - The Director of Code Enforcement, the Building Code Official, any Housing Inspector, or any assistants, designees, or designated vendors thereof.

Dwelling Unit - A room or group of rooms within a structure forming a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Landlord - One or more Persons, jointly or severally, in whom is vested all or part of the legal title to or ownership of 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 constructive or actual possession of a Residential Rental Unit.

Manager – Any Person who manages the operation of any Residential Rental Unit and/or Residential Rental Property on behalf of a Landlord.

Person – An individual, corporation, partnership, or any other group acting as a unit.

Premises - Any lot, plot, or parcel of real property in the City of Scranton, including the land and all buildings and appurtenant structures or appurtenant elements, on which one or more Residential Rental Units is located.

Residential Rental Property – Any real property in the City of Scranton containing one or more Residential Rental Units. Residential Rental Property shall include all Premises of such property.

Residential Rental Unit – A Dwelling Unit in the City of Scranton subject to a rental agreement between at least one Tenant and the Landlord. Residential Rental Unit shall not include any:

- (a) Dwelling Unit in which the Landlord resides with one or more Tenants;
- (b) hotel, motel, or bed-and-breakfast, as defined by the City Zoning Code;
- (c) hospital, nursing home, residential treatment facility, nursing facility, physical therapy facility, or assisted living facility, as may be defined by the City Zoning Code;
- (d) drug, alcohol, or other dependency treatment facility, halfway house, residence or other facility devoted to monitoring and promoting a sober or substance-free lifestyle;
- (e) rooming houses under Chapter 375;
- (f) a community or group home facility licensed as such by the Pennsylvania Department of Public Welfare; or
- (g) public housing under Section 9 of the U.S. Housing Act of 1937

Tenant - An individual who resides in a Residential Rental Unit, with whom a legal relationship with the Landlord is established by an oral or written lease or by other legally enforceable agreement, including a sub-lease.

Tenancy - Any period of time during which a Tenant has the right, through legal agreement, to reside in a Residential Rental Unit.

373-4 Landlord Responsibilities.

A. Licensing and Inspection. Every Landlord shall comply with the licensing, inspection, and other requirements of this Chapter.

B. Maintenance of Premises. Every Landlord shall maintain the Premises in compliance with all Codes, as well as applicable state and federal law and regulations, and the Landlord shall regularly perform all routine maintenance, including lawn mowing and ice and snow removal, and shall promptly make any and all repairs or other actions necessary to fulfill this obligation. Upon the Landlord receiving notice of any code violations from the Code Official, the Landlord shall promptly take action to abate the offending condition and correct the violation.

(1) The Landlord and Tenant may agree that the Tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling. In such case, however, such agreement between the Landlord and Tenant must be in writing. Such an agreement may be entered into between the Landlord and Tenant only if:

(a) the agreement of the parties is entered into in good faith, for consideration, and not for the purpose of evading the obligations of the Landlord or Tenant; and

(b) the agreement does not diminish or affect the obligation of the Landlord to other Tenants in the Premises.

(2) In no case shall the existence of any agreement between Landlord and Tenant relieve a Landlord of any responsibility under this Chapter or other Code.

C. Complaints. Every Landlord shall promptly address reasonable complaints and inquiries from a Tenant and promptly resolve any conditions which exist on the Premises in violation of any Code.

D. Inspection Access Hours. Every Landlord or Rental Contact shall permit inspections of any Residential Rental Property by the Code Official at reasonable times upon reasonable notice.

E. Tenant Guidebook. The Bureau may require Landlords to provide a physical and/or electronic copy of a Tenant Guidebook, produced or endorsed by the Bureau, to any or all Tenants.

F. Self-Help Evictions. No Landlord may undertake a self-help eviction of any Tenant contrary to Pennsylvania Landlord Tenant Act, as may be amended.

G. Retaliation. No Landlord may retaliate against any Tenant for invoking their rights under this Chapter or assisting with enforcement of this Chapter.

373-5 Tenant Responsibilities.

A. Garbage Removal. The Tenant shall dispose from his or her Residential 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 City's Solid Waste Code and all other applicable laws and regulations.

B. Rental Agreement. The Tenants shall comply with all lawful provisions of the rental agreement entered into between Landlord and Tenants.

C. Damage. The Tenant shall not intentionally cause, nor permit nor tolerate others to intentionally cause, damage to the Premises. Such conduct which results in damages exceeding \$500.00 shall be considered a violation of this Chapter.

D. Inspection of Premises. The Tenant shall permit inspections of the Premises by a Code Official at reasonable times and upon reasonable notice.

373-6 Rental License.

A. Rental License Required.

- (1) A Landlord shall apply for and obtain a Rental License for each Residential Rental Unit in each calendar year in which said unit is occupied for any part of that year.
- (2) Accordingly, a Landlord may not furnish or allow occupancy of a Residential Rental Unit without a Rental License. During any period of noncompliance, no Landlord may collect rents otherwise due for the rental of the Residential Rental Unit, unless and until they shall have complied with this Chapter and been issued a Rental License. Nothing herein shall be construed to prevent a Landlord, upon receipt of the Rental License, from receiving the equitable value of the occupancy of the Residential Rental Unit from the earliest date of occupancy, but in no event shall a Landlord recover in excess of the agreed rent in the form of late fees or other penalties.

B. Application Timeline.

- (1) A Landlord shall apply by March 15 of a given year for every Residential Rental Unit requiring renewal of the Rental License.
- (2) A Landlord shall apply within 30 days of the commencement of any Tenancy for any Residential Rental Unit not already operating under a valid, current Rental License.
- (3) For the calendar year 2023 only, all Landlords must apply by March 15, 2023 for all Residential Rental Units occupied at any time between January 1, 2023 and March 15, 2023. Paragraph (2) shall begin to apply on March 16, 2023.

C. Rental License Information.

- (1) Every Landlord shall submit to the Bureau a Rental License application, on a form to be determined by the City that shall require at least the following information:
 - (a) Landlord name, address, email, and direct telephone number;
 - (b) The address of the Residential Rental Property;
 - (c) A listing of all Residential Rental Units within the Residential Rental Property;
 - (d) Rental Contact name, address, email, and direct telephone number; and
 - (e) Name, address, email, and direct telephone number of any other Manager
- (2) The Rental License information shall be verified and/or subject to the provisions of Pennsylvania Statute, 18 Pa. C.S.A. § 4904, relating to unsworn falsification to authorities.

D. Designation of Rental Contact.

- (1) **Rental Contact Required.** For each Residential Rental Unit, the Landlord shall designate at least one adult natural person who shall serve as a Rental Contact for the unit.
- (2) **Eligibility.** A Rental Contact may only be:
 - (a) the Landlord himself, if the Landlord's primary residence is located within the City or within a twenty (20) mile drive of the Residential Rental Unit;
 - (b) a designated Manager whose primary residence is located within the City or within a twenty (20) mile drive of the Residential Rental Unit; or
 - (c) an officer, partner, or Beneficial Owner of a Landlord, as the case may be when such Landlord is an entity, whose primary residence is located within the City or within a twenty (20) mile drive of the Residential Rental Unit.
- (3) **Agency.** The Rental Contact shall be the agent of the Landlord for service of process and receiving of notices and demands, as well as for performing the obligations of the Landlord under this Chapter and under rental agreements with Tenants. However, in no case shall the Landlord be relieved of responsibility for compliance.

- (4) **Emergency Contact.** The Rental Contact shall be reachable by telephone by the City 24 hours a day, 7 days a week, as emergency situations require immediate telephonic and/or in-person contact. The Landlord may supplement the Rental Contact's information with additional Rental Contacts' information if needed to ensure 24/7 contact availability via telephone and to respond to the premises if necessary.

E. Rental License Fees. The fee for a Rental License shall be paid at the time of application and shall be assessed for each building within a Residential Rental Property, based on the number of Residential Rental Units requiring a Rental License at the time of application contained in such building, as follows:

1-3 Units	\$45 per Residential Rental Unit
4-9 Units	\$150 flat fee
10-19 Units	\$250 flat fee
20-49 Units	\$350 flat fee
50+ Units	\$450 flat fee

- F. Outstanding Noncompliance.** No Rental License shall be issued if:
- (1) the Landlord has not paid any fines or costs arising from enforcement of this Chapter or any Codes;
 - (2) any licensing or inspection fees under this Chapter are due and owing the City; or
 - (3) a Code violation remains unresolved at the time the Rental License application is received by the City.

G. Rental License Disclosure to Tenants.

- (1) On or before the commencement of the Tenancy, the Landlord shall provide to all Tenants a copy of the current year's Rental License; or
- (2) If the current year's Rental License is obtained after the commencement of the Tenancy, the Landlord shall provide to all Tenants:
 - (a) a copy of the prior year's Rental License, if applicable, on or before the commencement of the tenancy; and
 - (b) a copy of the current year's Rental License within 10 calendar days of receiving such license from the City.

H. Changes in Rental License Information.

- (1) The Landlord shall provide any change of any information contained in the Rental License application to the Bureau and in writing within 10 calendar days of such change. Within a reasonable time, the Bureau shall issue an updated Rental License under the provisions of this Chapter.
- (2) The Landlord shall provide to all Tenants whose Residential Rental Property is affected by any change of information a copy of any updated Rental License within 10 calendar days of receiving such license from the City.
- (3) Any change in ownership of the Premises or of the number of Residential Rental Units on the Premises shall be provided to the Bureau in writing within 10 calendar days of such change.
- (4) Any change of a Dwelling Unit from owner-occupied (whereby the owner resides on a regular, permanent basis) to non-owner-occupied, thereby transforming the Dwelling Unit into a Residential Rental Unit for purposes of this Chapter, shall be provided to the Bureau in writing within 10 calendar days of such change.

- I. Immediate Family Exception.** Residential Rental Units occupied by immediate members of the owner's family shall be exempt from paying any Rental License Fee or Initial Regular Inspection Fee. This exception only applies if not more than two unrelated individuals, in addition to the immediate members of the owner's family, occupy the Residential Rental Unit

at any given time. The Code Official shall have the authority to determine whether this exception applies in any given case.

373-7 Rental Inspection.

A. Regular Health and Safety Inspection. Every Residential Rental Unit shall be subject to a Regular Health and Safety Inspection ("Regular Inspection"), no more frequently than every 3 years, by a City Code Official or other designated inspector, unless the Responsible Landlord Exception pursuant to 373-7(1) applies. The inspection shall include all Premises that a Tenant is permitted to occupy or traverse and may also include the Premises generally.

B. Regular Inspection Scheduling. The Bureau shall provide reasonable notice to the Landlord prior to initiating a Regular Inspection.

C. Regular Inspection Fees.

a. Initial Inspection Fees. The fee for a Regular Inspection shall be due by the time of the Regular Inspection and shall be assessed for each building, based on the number of Residential Rental Units requiring a Rental License at the time of application contained in such building, as follows:

1-3 Units	\$50 per Residential Rental Unit
4-9 Units	\$200 flat fee
10-20 Units	\$250 flat fee
20+ Units	\$300 flat fee

b. Reinspection Fees. The fee for a Reinspection to verify correction of any violations shall be due by the time of the Reinspection and shall be assessed for each Residential Rental Units requiring reinspection, as follows:

First Reinspection:	No charge
Any Further Reinspection:	The amount of the Initial Inspection Fee as if the building consisted only of those Residential Rental Units requiring Reinspection

D. Passing Regular Inspection. Each Residential Rental Unit must pass Regular Inspection, which shall be evidenced by the City providing an updated Rental License stating, at a minimum, the most recent date such unit passed Regular Inspection and the date the Residential Rental Unit shall be eligible for the next Regular Inspection.

E. Formal Warning. Following each inspection for which one or more violations of this Chapter exists, the Code Official shall issue a formal warning to the Landlord which incorporates the content of the Code Official's report. The formal warning shall be considered moot when every violation in the formal warning has been corrected. A Residential Rental Unit shall not be considered to have passed Regular Inspection while a formal warning is outstanding.

F. Code Official Authority. Any Code Official is hereby designated as the official authorized to oversee enforcement of this Chapter and may, at their discretion, take appropriate measures to abate violations hereof, for and on behalf of the City.

G. Ad Hoc Inspections.

(1) Nothing in this Chapter shall be construed as to limit the Code Official's authority to conduct inspections of Premises, whether or not subject to the licensing and inspection requirements of this Chapter, pursuant to any other ordinance or Code.

(2) Nothing in this Chapter shall be construed as to limit the Code Official's authority to conduct inspections of Premises of a suspected Residential Rental Property, whether or not a Rental License has been obtained for such property.

(3) Nothing in this Chapter shall be construed as to limit or restrict the Code Official's authority to conduct inspections related to a health or safety concern reported at any time in a suspected or actual Residential Rental Property.

I. Responsible Landlord Exception. If all Residential Rental Units of a Residential Rental Property pass Regular Inspection unconditionally upon Initial Inspection, all such units, at the discretion of the Bureau, need not be subject to their next Regular Inspection for 5 years, notwithstanding the 3-year provision of Subsection A.

J. Search Warrant. Upon a showing of probable cause that a violation of this Chapter or any other Code, the Code Official may apply to any court having jurisdiction in the City of Scranton for a search warrant to enter and inspect a property that is confirmed to be or reasonably believed to be a Residential Rental Property.

373-8 Licensing Sanctions.

A. Sanctions Permitted. After making a reasonable investigation, the Code Official may initiate disciplinary action against a Landlord by issuing a Formal Warning or refusing to renew, suspending, revoking, or refusing to issue the Landlord's Rental License for violating any provision of this Chapter that imposes a duty upon the Landlord, including furnishing or allowing the occupancy of a Residential Rental Unit without a Rental License.

B. Licensing Sanction Options.

(1) **Non-Renewal.** The denial of the privilege to receive a renewed Rental License for that Residential Rental Unit after expiration of a previous Rental License. The City shall permit the Landlord to maintain Tenants in the Residential Rental Unit until the end of the Rental License term but will not accept applications for license renewal or authorize the renewal of a Rental License until any and all violations of this Chapter and/or any Formal Warnings are resolved.

(2) **Suspension.** The immediate loss of the license to rent a Residential Rental Unit for a period of time set by the Code Official due to the failure of Landlord to resolve all violations set forth in a prior Formal Warning. Upon suspension, the Code Official may deem the property uninhabitable and may order the Residential Rental Unit be vacated of all Tenants until the property is re-inspected and all health and safety issues previously identified have been resolved.

(3) **Revocation.** The immediate loss of the Rental License for that Residential Rental Unit for a period of time set by the Code Official due to:

- (a) 3 or more violations of this Chapter within a consecutive 12-month period; or
- (b) Some identifiable misrepresentation or material omission concerning the conditions of the property or the fees required by this Chapter;

In cases where revocation is imposed, the Residential Rental Property in its entirety may be ineligible for a Rental License until the expiration of a time period not to exceed 12 months shall have passed from the date all ongoing violations of this Chapter have been corrected

Upon revocation, the Code Enforcement Official may consider the property uninhabitable, and all Tenants may be vacated until the time period set has expired, the property is re-inspected, and all health and safety issues previously identified have been resolved.

(4) **Reinstatement.** A Rental License shall be reinstated if the Landlord corrects the reason for the revocation of the Rental License, has paid the Rental License Reinstatement Fee, which shall be equal to the Rental License Fee, and has satisfied all other reasonable requirements imposed by the Code Official.

(5) **Refusal to Issue.** In the case of a Landlord who furnishes or allows the occupancy of a Residential Rental Unit without a Rental License, the Code Official may refuse to grant a Rental License or may take any other action pursuant to a Non-Renewal, Suspension, or Revocation.

C. Criteria for Applying Sanctions. The Code Official, when applying sanctions, shall consider the following factors, as applicable, and render a decision based on the totality of the circumstances:

- (1) the effect of the violation on the health, safety, and welfare of the Tenants of the Residential Rental Unit and other residents of the Residential Rental Property;
- (2) the effect of the violation on the neighborhood;
- (3) whether the Landlord has prior violations of this Chapter or other Codes;
- (4) whether the Landlord has received notices as provided for in this Chapter;
- (5) whether the Landlord has previously been subject to sanctions under this Chapter;
- (6) the effect of sanctions against the Landlord on the Tenants;
- (7) the action taken by the Landlord to remedy the violation and to prevent future violations, including any written plan submitted by the Landlord;
- (8) the policies and rental agreement language employed by the Landlord to manage the Residential Rental Unit to enable the Landlord to comply with the provisions of this Chapter; and

In addition to enforcing sanctions as set forth above, the Code Official may impose upon any existing or subsequent License any reasonable conditions related to fulfilling the purposes of this Chapter.

D. Grounds for Imposing Sanctions. Any of the following may subject a Landlord to sanctions as provided for in this Chapter:

- (1) violating any provision of this Chapter;
- (2) failing to abate a violation of this Chapter or any other Code within the reasonable time directed by the Code Official;
- (3) refusing to permit the Regular or Ad Hoc inspection of a Residential Rental Unit by the Code Official as required by this Chapter; or
- (4) making some identifiable misrepresentation or material omission in the application for a Rental License, in the application for renewal of such, or in any communication with the City or any Tenant concerning the conditions of the property.

J. Sanctions Procedure.

- a. **Notification.** After imposing a sanction authorized by this Chapter, the Code Official shall promptly notify the Landlord. Such notification shall be in writing, addressed to the Landlord and any Rental Contact, and shall contain the following information:
 - (a) The address of the Residential Rental Property in question and identification of the particular Residential Rental Unit(s) affected;
 - (b) A description of the violation which has been found to exist;
 - (c) A statement that the Rental License has been, as the case may be, subjected to a Formal Warning, suspended, revoked, or will not be renewed. In the case of a suspension or revocation, the notice shall state the date upon which such suspension or revocation will commence and the terms under which the suspension or revocation shall end, including its duration. In the case of a nonrenewal, the notice shall state under which conditions renewal shall be permitted; and
 - (d) A statement that any Landlord affected by the non-renewal, suspension, or revocation of a license, but who allows or furnishes the occupancy or continued occupancy of a Residential Rental Unit during a period of non-renewal, suspension, or revocation, shall be subject to the penalties set forth in this Chapter and any other remedies available at law or equity.

(2) **Delivery of Notification.** All notifications required by this Chapter shall be served upon the Landlord at the address and/or email stated on the most current License application for the Residential Rental Unit, in accordance with the requirements of the International Property Maintenance Code, as adopted by the City. Service shall be deemed completed when deposited in a suitably-addressed envelope with the proper amount of prepaid postage in a receptacle of the United States Postal Service designated as a collection point for first class mail.

(3) **Appeals.**

(a) Any Landlord affected by the action, decision, notice, or order of the Code Official, except those matters that have become the subject of citations submitted to a court of competent jurisdiction, shall have the right to appeal to the Housing Board of Appeals, provided that a written application for appeal is filed within ten (10) calendar days from the date the decision, action, notice, or order was served. An application for appeal may be made when it is claimed that:

- (i) the true intent of the Codes or rules legally adopted thereunder have been incorrectly interpreted; and/or
- (ii) the provisions of this code do not fully apply; and/or
- (iii) the period of license sanctions was not appropriate.

(b) Each appeal must be accompanied by a fee of \$150, payable in advance to the City of Scranton. This fee shall be refundable to the appellant if the Housing Appeals Board reverses the action, decision, notice, or order of the Code Official.

(c) Appeals from the Board can be taken within 30 days of the date of the decision of the Board to the Court of Common Pleas of Lackawanna County. Said appeal shall be limited to the Court reviewing the record made at the Board's hearing, and the scope of review shall be limited to whether or not the Board abused its discretion in rendering its decision. The Board can only be reversed by the Court of Common Pleas of Lackawanna County if it is determined by said court that the Appeals Board had in fact abused its discretion. Appeals beyond the Court of Common Pleas of Lackawanna County shall be governed by the applicable rules and laws pertaining to the same.

373-9 Violations, Penalties, and Other Remedies

A. Penalties. Any Person who shall violate a provision of this Chapter or shall fail to comply with any of the requirements hereof shall, upon conviction before a Magisterial District Judge having competent jurisdiction in the City of Scranton, be liable to pay the following penalties for each and every offense:

- (1) First Violation - A fine of no less than \$100.00 and no more than \$500.00, or thirty days imprisonment, or both;
- (2) Second Violation - A fine of no less than \$300.00 and no more than \$750.00, or sixty days imprisonment, or both;
- (3) Third and Each Subsequent Violation - A fine of no less than \$500 and no more than \$1,000.00, or ninety days imprisonment, or both.

Each day a Person violates any provision of this Chapter, including each day a Landlord furnishes or allows the occupancy of a Residential Rental Unit without a Rental License or without subjecting the unit to inspection as required by this Chapter, shall constitute a separate offense.

B. Receivership. In exigent circumstances, or in circumstances where actions consistent with this Ordinance have failed to result in a rental property being brought into compliance, and where all other options contained in this Ordinance have been exhausted, and/or where a large number of City residents may be impacted by the City's pursuit of closure of the property, the City may, in its discretion, pursue receivership of the property and petition the Court of Common Pleas for the appointment of a receiver until such issues have been fully resolved and the continued safety of the residents has been ensured.

C. Non-Exclusive Remedies. The penalty provisions of this Chapter and the Rental License non-renewal, suspension, and revocation procedures provided in this Chapter shall be independent, non-mutually exclusive separate remedies, all of which shall be available to the City 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 City in the case of a violation of any other Code or ordinance of the City, 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.

373-10 Tenant Right of Enforcement.

Any Tenant or group of Tenants may enforce compliance this Chapter with respect to any violation affecting their Residential Rental Unit(s) or Residential Rental Property through private cause of action in the Magisterial District Court with competent jurisdiction.

373-11 Rental Identification.

- A. The City may establish and maintain a list of potential Residential Rental Properties, using any and all sources of data available to it and legally allowable for such purpose, including but not limited to property transaction records, licensing and permit information, public advertisements for rental units, police and fire data, visual identification, and third-party data providers.
- B. The City may give notice to potential Landlords and/or potential Managers that the City has identified such a potential Residential Rental Property owned or managed by them. Potential Landlords and potential Managers may be required to respond to such notice within a reasonable time, as determined by the City.
- C. If Potential Landlord or Potential Manager does not, within such time, provide sufficient evidence that the property in question is not a Residential Rental Property, and the City has reasonable belief that the property is in fact a Residential Rental Property, the City may treat such property as a Residential Rental Property and enforce the provisions of this Chapter accordingly.

373-12 Miscellaneous Provisions.

A. Notices.

(1) For purposes of this Chapter, any notice required hereunder to be given to a Rental Contact shall be deemed as notice given to the Landlord.

(2) There shall be a rebuttable presumption that any notice required to be given to the Landlord under this Chapter shall have been received by such Landlord if the notice was given to the Landlord in the manner provided by this Chapter.

(3) A claimed lack of knowledge by the Landlord of any violation hereunder cited shall be no defense to License non-renewal, 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.

B. Landlords Severally Responsible. 1. If any Residential 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.

C. Transparency. The Bureau may make public information regarding the past and current compliance or noncompliance with this Chapter and/or other Codes of any Residential Rental Property, Residential Rental Unit, Landlord, Manager, or Rental Contact, unless such information is protected from publication by other law. The Bureau may make such information available online in a searchable format.

D. Citations. A record of any unpaid citations for property maintenance violations shall be conclusive evidence of a violation of this Chapter.

E. Other Remedies. This Chapter is not intended to, nor shall its effect be, to limit any other enforcement remedies which may be available to the City against a Landlord, Tenant, or guest thereof.

SECTION 1. If any section, clause, provision, or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decisions shall not affect any other section, clause, provision, or portion of this Ordinance so long as it remains legally

enforceable minus the invalid portion. The City reserves the right to amend this Ordinance of any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This Ordinance shall become effective immediately upon approval.

SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1971, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State and Pennsylvania.

Passed by the Council

November 29, 2022

Receiving the Affirmative votes of Council Persons

KING, ROTHCHILD, DONAHUE

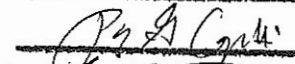
Negative SCHUSTER, MCANDREW



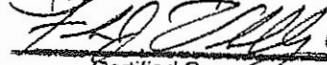
President

Approved

11/30/2022



Mayor



City Clerk

Certified Copy



Tenants' Bill of Rights

As a Renter in the City of Scranton, You Have Rights!

Apartment Conditions

The right to...

- An apartment that is safe, clean, and sanitary
- Adequate heating in the winter
- Utilities that work (including hot water)
- Live without leaky roofs, exposed wires, broken locks, unsafe stairs, or insect/rodent infestations
- Request the City inspect your apartment for violations

Landlord Interactions

The right to...

- Reasonable prior notice before your landlord enters your apartment
- Pay the agreed-on rent during the entire term of your lease
- Receive either your entire security deposit back or a list of damages, costs of repair, and any remainder within 30 days of moving out
- Receive formal notices and legal proceedings in a court before you can be evicted

If you feel any of these rights are being violated, please contact your landlord, the City of Scranton Code Enforcement department at 570-348-4193, or North Penn Legal Services at 570-299-4100. You can also visit us at Scrantonpa.gov/rental for any additional information.

Contact North Penn Legal Services *Immediately* If:

- Your landlord shut off your utilities during the eviction process
- You have been discriminated against or physically or verbally harassed
- Your landlord has locked you out of your apartment without a court order

Rescue plan-funded land bank to improve city's economic outlook

Williamsport City Council approved on first reading Thursday designating the Redevelopment Authority as a Land Bank Authority to improve economic conditions and eliminate residential, commercial and industrial blight.

Under the state Legislature, the land bank authority has what's called a "*trump bid*," which enables the city authority to purchase properties that are in tax default or "*underwater*" as Mayor Derek Slaughter said.

The bid empowers the city Redevelopment Authority to acquire the property without other bids so it can begin to address the ongoing problems of properties that are in a perpetual cycle of disrepair and identify "*slum lords*" who allow these properties to languish.

The land bank is another tool in the city's tool pouch and can work in concert with the Blighted Properties Review Board Committee by giving the city "*teeth*" both legislatively and monetarily to go after these properties.

An example of the land bank working was given as Pittston, where Slaughter said he met with Mayor Michael Lombardo.

A management agreement or memorandum of understanding between the city entities would be the next step following the vote.

The intention is never to displace individuals but rather keep people in their homes, Slaughter said.

Councilwoman Liz Miele noted it would be just as important to not only see that the land bank is funded through the rescue plan funds but to ensure the land bank and its acquisitions are implemented well and are advantageous to the city and its taxpayers.

The vote was unanimous by council.

CITY OF WILLIAMSPORT, PA

FILE OF CITY COUNCIL

BILL No. 1786-21

SESSION OF 2021

Approved on first reading

This day 2nd of Dec 2021

Members of City Council:

ALLISON, MIELE, KATZ, YODER
MACKEY, PULIZZI, BANKS

Approved on final reading

This day 9th of Dec 2021

AN ORDINANCE

6420

AN ORDINANCE AUTHORIZING THE DESIGNATION OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF WILLIAMSPORT AS THE LAND BANK AUTHORITY

IT IS HEREBY ENACTED AND ORDAINED by the City of Williamsport as follows:

SECTION I: FINDINGS

The City of Williamsport finds and declares that:

- A. Vacant, abandoned, and tax-delinquent properties adversely affect the economic and social vitality of the City of Williamsport.
- B. Vacant, abandoned, and tax-delinquent properties impose significant costs on taxpayers, neighborhoods and communities throughout the City of Williamsport by lowering property values, increasing fire and police protection costs, decreasing tax revenues, and undermining community cohesion.
- C. There is an overriding public need to confront the problems caused by vacant, abandoned, and tax-delinquent properties through the creation and utilization of tools to return these types of properties into vibrant, revitalized places.
- D. Land banks are one of the tools that may use to facilitate the return of vacant abandoned, and tax-delinquent properties to productive use.
- E. The General Assembly of the Commonwealth of Pennsylvania pursuant to Act 33 of 2018, P.L. 221 (June 19, 2018) granted land bank jurisdictions located with certain counties the authority to designate a redevelopment authority created for the jurisdiction and operating under the Urban Redevelopment Law, as a land bank for the jurisdiction.
- F. The Redevelopment Authority of the City of Williamsport as a land bank will confer on the Redevelopment Authority of the City of Williamsport powers of a land bank.
- G. The City of Williamsport will benefit from the designation of the Redevelopment Authority of the City of Williamsport as a land bank.

CITY OF WILLIAMSPORT, PA

FILE OF CITY COUNCIL

BILL No. 1786-21

SESSION OF 2021

Approved on first reading

This day 2nd of Dec 2021

Members of City Council:

ALLISON, MIELE, KATZ, YODER
MACKEY, PULIZZI, BANKS

Approved on final reading

This day 9th of Dec 2021

AN ORDINANCE

SECTION 2. PURPOSE AND AUTHORITY

- A. It is the purpose of this Ordinance to designate the Redevelopment Authority of the City of Williamsport to act as a land bank for the City of Williamsport pursuant to the authority granted under Act 33 of 2018, P.L. 221 (June 19, 2018) which amended the Pennsylvania Land Bank Law, 68 Pa. C.S. §§2101-2120.
- B. The City of Williamsport is designating the Redevelopment Authority of the City of Williamsport to act as a land bank in order to mitigate blight, encourage the redevelopment of vacant, abandoned, and tax-delinquent properties, foster economic development of these properties, and improve the quality of life of neighborhoods affected by these properties.

SECTION 3. DEFINITIONS

As used in the Ordinance, the following terms shall have the following meanings:

- A. "Act 33 of 2018." The act of June 19, 2018, P.L. 221, No. 33, codified at 68 Pa. C.S. § 2104(h).
- B. "Authority." The Redevelopment Authority of the City of Williamsport, a redevelopment authority created for the City of Williamsport and operating under the act of May 24, 1945 (P.L. 991, No. 385), known as the Urban Redevelopment Law.
- C. "Authority as Land Bank." The Authority when acting as a land bank pursuant to the Land Bank Law and this Ordinance.
- D. "Land Bank Activities." Any and all activities, operations, actions and functions undertaken by the Authority pursuant to the Land Bank Law and this Ordinance.
- E. "Land Bank Law." The act of October 24, 2012, P.L. 1239, No. 153, codified at 68 Pa. C.S. §§ 2102-2120 and any amendments thereto.
- F. "Owner-Occupant." A natural person with a legal or equitable ownership in the property which was the primary residence of the person for at least three consecutive months at any point in the year preceding the date of the initial delinquency.
- G. "Person." A corporation, partnership, limited liability company, business trust, other association, government entity (other than the Commonwealth of Pennsylvania), estate, trust or natural person.
- H. "Policies." The rules, policies and procedures adopted by the Authority pursuant to this Ordinance and the Land Bank Law.
- I. "Real Property." Land and all structures and fixtures thereon and all estates and interests in land, including easements, covenants and leaseholder.

CITY OF WILLIAMSPORT, PA

FILE OF CITY COUNCIL

BILL No. 1786-21

SESSION OF 2021

Approved on first reading

This day 2nd of Dec 2021

Members of City Council:

ALLISON, MIELE, KATZ, YODER
MACKEY, PULIZZI, BANKS

Approved on final reading

This day 9th of Dec 2021

AN ORDINANCE

SECTION 4. DESIGNATION

The Authority is hereby designated as the land bank for the City of Williamsport pursuant to Act 33 of 2018 and § 2104(h)(1) of the Land Bank Law, 68 Pa. C.S. § 2104(h).

SECTION 5. POWERS OF AUTHORITY AS A LAND BANK

The Authority shall have all the powers conferred upon a land bank under the Land Bank Law, including but not limited to § 2107.

SECTION 6. COMMUNITY REPRESENTATION ON BOARD OF THE AUTHORITY

Upon a vacancy or expiration of the term of an Authority's board member occurring after designation of the Authority pursuant to this Ordinance, the City of Williamsport shall appoint a replacement to the Authority's board to ensure that at least one voting board member (i) is a resident of the City of Williamsport (ii) is not a public official or municipal employee, and (iii) maintains membership with a recognized civic organization within the jurisdiction of the City of Williamsport.

Any person may submit recommendations to the City of Williamsport concerning membership of the Authority's Board and appointments thereto by the City of Williamsport.

SECTION 7. ACTION TAKEN BY BOARD OF THE AUTHORITY

All action taken by the Board of the Authority must be done in compliance with §2105(h) of the Land Bank Law.

SECTION 8. ACQUISITION OF REAL PROPERTY

- A. The Authority as Land Bank shall hold title in its own name to all Real Property it acquires.
- B. The Authority as Land Bank may acquire Real Property by any legal means, on terms and conditions and in a manner the Authority considers proper.
- C. If the Authority as Land Bank acquires a residential property occupied by Owner-Occupants, it shall be the Authority's policy to show a preference for keeping the Owner-Occupants within their homes.
- D. The Authority as Land Bank shall acquire, hold and dispose of Real Property in accordance with the Land Bank Law.
- E. Any person may submit recommendations to the Authority concerning Real Property that could be acquired and the proposed uses for which such property could be redeveloped.

CITY OF WILLIAMSPORT, PA

FILE OF CITY COUNCIL

BILL No. 1786-21

SESSION OF 2021

Approved on first reading

This day 25th of Dec 2021

Members of City Council:

ALLISON, MIELE, KATZ, YODER
MACKEY, PULIZZI, BANKS

Approved on final reading

This day 25th of Dec 2021

AN ORDINANCE

SECTION 9. POLICIES

- A. The Authority shall develop Policies which are consistent with the Land Bank Law and with this Ordinance.
- B. After the adoption of the Policies by the Authority, the Policies shall be reviewed at least annually by the Authority with the opportunity for public input and comment. The Policies shall be published on the Authority's website.
- C. The Policies adopted by the Authority shall include ethical standards, financial disclosure standards and conflict of interest guidelines consistent with § 2115 of the Land Bank Law and all other applicable state and local laws.

SECTION 10. FINANCIAL PROVISIONS

- A. The Authority shall finance Land Bank Activities through any means authorized under the Land Bank Law or any other applicable law.
- B. Finances of the Authority as Land Bank shall be retained and accounted for separately from finances held for other Authority purposes and shall be subject to the annual auditing and reporting requirements of § 2119 of the Land Bank Law.

Section 11. REVOCATION OF THE DESIGNATION

The designation of the Authority as Land Bank may be revoked in the same manner as the dissolution of a land bank under § 2114 of the Land Bank Law.

SECTION 12. FILING OF THE ORDINANCE

Upon adoption of this ordinance, the City of Williamsport shall file a copy of the Ordinance with the Pennsylvania Department of State and provide a copy to the Pennsylvania Department of Community and Economic Development.

SECTION 13. EFFECTIVE DATE

This ordinance shall be effective as of _____.

CITY OF WILLIAMSPORT, PA

FILE OF CITY COUNCIL

BILL No. 1786-21

SESSION OF 2021

Approved on first reading

This day 2nd of Dec 2021

Members of City Council:

ALLISON, MIELE, KATZ, YODER
MACKEY, PULIZZI, BANKS

Approved on final reading

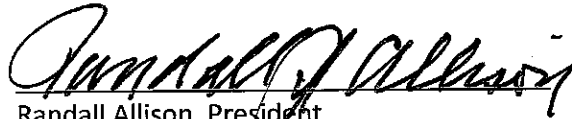
This day 9th of Dec 2021

SECTION 14:

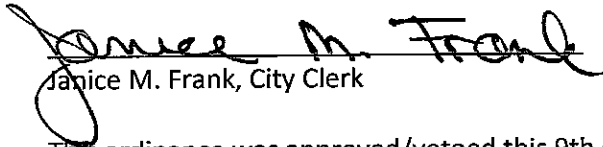
AN ORDINANCE

Enacted this 9th day of December 2021.

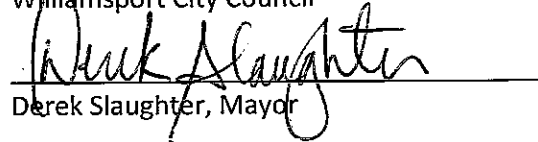
ATTEST:



Randall Allison, President
Williamsport City Council



Janice M. Frank, City Clerk



Derek Slaughter, Mayor

This ordinance was approved/vetoed this 9th day of December 2021.

Syracuse lawmakers ban evictions by landlords who snub city's rental registry

Updated: Sep. 14, 2020, 1:35 p.m. | Published: Sep. 14, 2020, 1:31 p.m.



Syracuse city councilors today passed legislation to ban evictions by the owners of one- or two-family rental properties that are not on the city's rental registry. Rick Moriarty

By **Tim Knauss | tknauss@syracuse.com**

Syracuse, N.Y. — Syracuse city councilors today passed legislation to bar landlords from evicting tenants from one- and two-family rental houses that are not on the city's rental registry.

The measure passed unanimously. The ordinance is intended to give city officials more control over rental properties so they can address code violations and safety hazards like peeling lead paint.

The city established the rental registry in 2007 to try to ensure the quality of one- and two-family rental properties. But roughly 60% of the 9,000 properties that should be on the rental registry are not, city officials say.

Under the ordinance co-sponsored by Councilor-at-Large Michael Greene and 4th District Councilor Latoya Allen, landlords are prohibited from collecting rent if their units are not on the rental registry. As a practical matter, that change would come into play during eviction proceedings.

The ordinance specifically prohibits the eviction of tenants who did not pay rent during any period when their residence was not in compliance with the rental registry. It does not prevent landlords who join the registry from going back to collect rent that went unpaid while the house was out of compliance. But the back rent cannot be used to evict, even after the property is registered.

That will get landlords' attention and should encourage more participation in the rental registry, said tenant advocate Mary Traynor, a lawyer at Legal Services of Central New York who sought the legislation. There are thousands of evictions each year in Syracuse, she said.

The administration of Mayor Ben Walsh worked with councilors to develop the legislation, which Walsh will sign.

"Linking evictions and rent collection to compliance with the Rental Registry is another way we can improve quality of life in the City of Syracuse," Walsh said in a news release. "More properties in the registry will make our neighborhoods stronger and ensure better quality housing. I look forward to signing it."

The rental registry was established in 2007 and applies to all one- and two-family rentals in the city. (Owner-occupied properties are exempt, as are larger apartment buildings which are monitored under other regulations.) Owners must pay a \$150 fee every three years (for each property) to maintain their rental registry certificate.

COMMITTEE SUBSTITUTE FOR RESOLUTION NO. 190934

Establishing a Tenants Bill of Rights in the City of Kansas City, Missouri.

WHEREAS, the nation's housing crisis has reached emergency levels, in that, in 2019, a fulltime worker earning minimum wage cannot afford a two-bedroom apartment in any U.S. county, more than half of all Americans spend over 30 percent of their income on housing, only one in five households qualifying for federal housing assistance receives it, leaving more people to rent from private landlords than ever before and under these conditions, most people—especially low-income people and communities of color—live one emergency away from an eviction or homelessness; and

WHEREAS, like many other American cities, Kansas City is haunted by a history of racial segregation, restrictive covenants, redlining, predatory lending, and disinvestment; and

WHEREAS, 46 percent of Kansas City residents rent their homes, a historically high rate, with 44% of the City's renting households being "cost burdened," meaning, spending over 30 percent of their income on rent, such that tenants earning minimum wage would have to work over 92 hours a week to afford an average two-bedroom apartment; and

WHEREAS, on average, approximately 34 formal evictions were filed per business day in Jackson County, Missouri in 2018, and those evictions were filed on the basis of nonpayment of rent, a reflection of growing strains in the rental market; and

WHEREAS, tenants in Kansas City, as in many other communities, face discrimination in the rental market on the basis of race, gender, sexuality, mental and physical ability, immigration status, country of origin, and much more, and these factors limit tenants' ability to access and keep safe and truly affordable housing; and

WHEREAS, the intersecting and sometimes competing costs of housing and health force an undue burden on our City's poorest and most vulnerable tenants; and

WHEREAS, tenants who experience eviction, exhibit higher rates of depression, anxiety, psychological distress, and physical health problems than others; and

WHEREAS, mold, lack of heat, inadequate ventilation, infestations, and lead are just some threats to tenants' health in substandard housing, often exacerbating chronic illnesses such as asthma and lung disease; and

WHEREAS, the City Council believes that every person should have safe, accessible, affordable home, and affirms, in partnership with grassroots tenant leadership and housing providers, its active commitment to tenant and housing provider rights now and in the future; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. The Council hereby establishes the Tenants Bill of Rights to read as follows:

I. RIGHT TO SAFE AND ACCESSIBLE HOUSING

All residential rental property units must meet minimum health and safety standards of basic utilities and facilities, ventilation and heating, safety from fire, and safe and sanitary maintenance. (Section 34-830)

1. Rental property units must also maintain working amenities including but not limited to water heating facilities, heating facilities, water and sewer lines, plumbing and electrical fixtures, lighted common halls and stairways, and, if provided, cooking equipment.
(Sections 56-186; 56-188; 56-189; 56-233; & 56-252)
2. It is illegal to discriminate against any person on the basis of disability. For accessibility, reasonable modifications of premises must be allowed, as well as accommodations in rules, policies, practices, or services. Design and construction of covered multifamily dwellings for first occupancy must be accessible to and usable by disabled persons.
(Section 38-105(d))

II . FREEDOM FROM DISCRIMINATION AND RETALIATION

1. Federal and municipal law prohibits discrimination in rental of housing because of race, color, national origin, religion, sex, familial status, disability, marital status, sexual orientation, gender identity, being a victim of domestic violence, sexual assault or stalking.
(Federal Fair Housing Act) (Section 38-105)
2. No person can retaliate against a tenant for complaining regarding a violation of City Code. A person also cannot retaliate against a tenant or their dependent for being the victim of domestic violence, sexual assault, or stalking. Increasing charges, reducing services, passing any rental permit fees from the owner to the tenant, evicting or threatening to evict the tenant, or otherwise harassing the tenant in retaliation is prohibited.
(Sections 50-109; 48-51(g)(1); 34-848(c); & 38-111)

III. RIGHT TO FAIR COMPENSATION AND RESTORATIVE JUSTICE

1. No person can enter another person's residence by force, with weapons, through threats, by taking away property, or by breaking open doors or windows, regardless of if anyone is inside or not. A landlord cannot evict or remove

COMMITTEE SUBSTITUTE FOR RESOLUTION NO. 190934

someone from the premises by force or threat. Those found guilty of doing so must pay double the sum of the damages to the person whose home they entered. (Sections 534.020 & 534.330, RSMo.)

2. If a landlord wrongfully withholds all or any portion of a security deposit, the tenant may recover twice the amount wrongfully withheld. (Section 535.300, RSMo.)

IV. RIGHT TO ORGANIZE AND BARGAIN

1. A landlord or its agent may not retaliate by increasing rent or decreasing services, threatening to evict or evicting the tenant because the tenant has organized or become a member of a tenants' union or similar organization. (Section 50-109)
2. If there is a condition in a property that detrimentally affects its habitability, sanitation, or security, violates a municipal housing or building code, and was not caused by the tenant, the tenant may be able to deduct repair costs from their rent. If the tenant has lived in the rental property for six consecutive months, paid all rent and charges without any lease or house rule violations, and the landlord fails to correct or provide a written statement disputing the necessity of the repair within fourteen days, the tenant may submit an itemized statement with receipts to the landlord and repair the condition. The cost of this repair can be deducted from no more than a month's rent, but up to either three-hundred dollars or half the rent, whichever is more. (Section 441.234 RSMo.)

Section 2. The Council supports the creation of legislation on the federal, state and local level that is necessary to establish the following rights:

I. RIGHT TO SAFE, HEALTHY, ACCESSIBLE, AND TRULY AFFORDABLE HOUSING

1. Safe, healthy, accessible, and truly affordable housing includes mandatory disclosure from the landlord of past issues in rental units to prospective Tenants.
2. Tenants have the right to access estimates of utility costs. Tenants have the right to disclosure of an estimate of common space utilities charged to the tenant.
3. Tenants have the right to housing that can be heated to a habitable temperature.
4. Tenants have the right to relocation assistance from the City in the event of a forced move, like a displacement on the basis of uninhabitable conditions.

II. RIGHT TO PRIVACY AND SELF-DETERMINATION

1. The right to privacy and self-determination includes protecting the personal security of tenants, including the right to notice for landlord entry. Landlords may be refused entry to rental units if they do not give proper notice.
2. Tenants have the right to respectful communication with their landlord, and these communications must be transparent, timely, and from the property owner or manager.

III. RIGHT TO JUSTICE AND ACCESS TO FAIR, EQUITABLE TREATMENT UNDER THE LAW

1. The right to justice and access to fair, equitable treatment under the law means fair treatment regardless of ability to pay.
2. Tenants have freedom from unjust and unlawful evictions, and landlords may only evict according to state law.
3. Tenants have the freedom to accessible knowledge and education of their rights as renters. A Tenant Bill of Rights document must be available to tenants at the start of tenancy.

Section 3. To fully guarantee these rights and protections, the Mayor and City Council commit to passing legislation to establish an adequately-funded Division of housing and community development in Kansas City. This Division will serve as a permanent voice for residents within the City, and place leadership closer to communities in the City.

JOIN US!

Interested in connecting to additional resources from the Mayors Innovation Project? Learn more about the benefits of membership today.

Visit us at mayorsinnovation.org



mayors
innovation
project

7122 Sewell Social Sciences Building | 1180 Observatory Dr | Madison, WI 53706

608.890.0730 | mayorsinnovation.org