

**Bill NO 1 of 2013**

**Ordinance NO 1855**

**AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 1840 OF 2009 OF THE CITY OF WASHINGTON, WASHINGTON COUNTY, PENNSYLVANIA, ENACTING THE LICENSING AND INSPECTION OF ALL RENTAL UNITS INCLUDING SINGLE FAMILY DWELLINGS, TWO-FAMILY, AND MULTI-FAMILY DWELLINGS, BOARDING AND ROOMING HOUSES INCLUDING PERSONAL CARE HOMES, MOTELS AND HOTELS; ESTABLISHING A SCHEDULE FOR INSPECTIONS BY THE CITY CODE ENFORCEMENT OFFICER AND DESIGNEES; AND ESTABLISHING A FEE SCHEDULE FOR REGISTERING AND INSPECTING; PRESCRIBING PENALTIES FOR THE VIOLATIONS OF THIS ORDINANCE AND REPEALING CERTAIN CONFLICTING ORDINANCES.**

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

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

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

**Section 1: Purpose/Scope/Declaration of Policy.**

It is the purpose of this Ordinance and the policy of the City of Washington, in order to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of Owners and Occupants relating to the rental of certain dwellings units in the City of Washington and to encourage Owners and Occupants to maintain and improve the quality of rental housing within the community. It is also the policy of the City that Owners, Managers and Occupants share responsibilities to obey the various Codes adopted to protect and promote public health, safety and welfare. As a means to those ends, this Ordinance provides for a system of inspections; issuance and renewal of rental registration and licensing; owner's duties; occupant's duties; and sets penalties for violations. This Ordinance shall be liberally construed and applied to promote its purposes and policies.

In considering the adoption of this Ordinance, the City of Washington makes the following findings:

1. There is a greater incidence of violations of various codes of the City of Washington at residential properties where Owners do not reside in the City and rent such property to Individuals other than at Owner-occupied residential properties or family-occupied residential rental properties.
  2. There is a greater incidence of problems with the maintenance and upkeep of residential properties where Owners do not reside in the City and rent such property to three or more unrelated individuals than at Owner-occupied residential or family-occupied residential properties.
  3. There is a greater incidence of disturbances, which adversely affect the peace and quiet of the neighborhood at residential properties where Owners rent to three or more unrelated individuals than at Owner-occupied residential properties or family occupied residential rental properties.
- A. City of Washington desires to institute a Residential Housing Rental Permit Program to provide for the registration and regulation of rental housing located within the City; to allow inspections in the case of noncompliance; to provide for a voluntary inspection; to provide a system of inspections and to provide penalties for violations thereof.
- B. The City of Washington Code of Ordinances. is hereby amended and supplemented by adding this ordinance to its existing Code of Ordinances to provide for the registration and regulation of rental housing located within the City; to allow inspections in the case of noncompliance; to provide for a voluntary inspection; to provide a system of inspections and; to provide penalties for violation; to repeal conflicting ordinances, as follows:
- C. The City of Washington recognizes the need for a registration program rental units located within the City in order to ensure rental units meet all applicable building. existing structures, fire, health, safety, and zoning codes, and to provide an efficient system for compelling both absentee and local landlords to correct violations and maintain, in proper condition, rental property within the City. The City recognizes that the most efficient system is the creation of a program requiring the registration of residential rental units within the City as defined in this Ordinance. so that an inventory of rental properties and tenants and a verification of compliance can be made by City officials.

## Section 2: Definitions.

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

- A. "*City*" means the City of Washington office of Code Enforcement, Department of Finance, City Planning, Fire Department or other entity that the City has legally designated to perform a function on its behalf.
- B. "*Code*" means any code or ordinance adopted, enacted, and/or in effect in and for the City of Washington concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit
- C. "*Code Enforcement Officer*" means the City of Washington appointed Code Enforcement Officer or such other third party as designated by the City.
- D. "*Dwelling unit*" means a building, or portion thereof, designed for human occupancy purposes, and which has cooking facilities and sanitary facilities within or attached to said unit.
- E. "*Disruptive Conduct*" means any form or conduct, action, incident or behavior perpetrated, caused or permitted, by any occupant at a rental unit that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other persons or reasonable sensibility in their peaceful enjoyment of their premises such that a report is made to law enforcement or the City complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident, or behavior constitute a criminal offense, or that criminal charges be filed against any person in order for a person to have perpetrated, caused or permitted the commission of disruptive conduct. as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless the police shall investigate and make a determination that such did occur and keep written records of such occurrence.
- F. "*Disruptive Conduct Report*" means a written report of disruptive conduct on a form to be prescribed thereof, to be completed by the police who actually investigate an alleged incident of disruptive conduct and which shall be maintained by the Code Enforcement Officer or designated representative.
- G. "*Dormitory*"- means a college or university building containing living quarters for students.
- H. "*Dwelling*" A building having one or more dwelling units
- I. "*Guest*" A person on the premises with the actual or implied consent of an occupant.

- J. "*Illegal Activities*" The occupant shall not engage *in nor* tolerate nor permit others on the premises to engage in any conduct declared illegal under Pennsylvania Crimes Code (47PS 1-101 at seq.) or the Controlled Substance, Drug, Device and Cosmetic Act (35 PS 780-101 et seq.).
- K. "*Landlord*" -One or more persons, jointly or severally, in whom is vested all or part of the legal title to the premises ,or all or part of the beneficial ownership and a right to present use and enjoyment of the PREMISES, including a mortgage holder possession of a regulated rental unit. (Same as owner).
- L. "*Law Enforcement Officer*" shall have the meaning as set forth in the Pennsylvania Rules of Criminal Procedure.
- M. "*Manager* " An adult individual designated by the owner of a regulated rental unit. The manager shall be the agent of the owner for services of process and receiving notices or demands and to perform the obligation of the owner under the Ordinance and under rental agreements with occupants.
- N. "*Multiple-unit dwelling*"- A building containing three (3) or more independent dwelling units, including but not limited to, double houses, townhouses, condominiums, apartment houses, and conversion apartments.
- O. "*Occupancy license*" - The license issued to the owner of regulated rental units under this Ordinance, which is required for the lawful rental and occupancy of regulated rental units.
- P. "*Occupant*" - An individual who resides in a regulated rental unit, whether or not he or she is the owner thereof, with whom a *legal* relationship with the owner landlord is established by a written lease or by the laws of the Commonwealth of Pennsylvania.
- Q. "Owner" - One or more persons, jointly or severally, in whom is vested all or part of the legal title to the premises, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises including a mortgage holder in possession of regulated rental unit.
- R. "*Owner-Occupied Rental Unit*" means a rental unit that is occupied in whole or in part by an individual whose name specifically appears on the deed for the property where the rental unit is located on a regular, permanent basis.
- S. "*Person*" means any natural individual, firm, partnership, association, joint stock company, joint venture, public or private corporation or receiver, executor, personal representative, trust, trustee, conservator or other representative appointed by order of any court.
- T. "*Police*" shall mean the police department of the City of Washington or any properly authorized member or officer thereof any other law enforcement agency having jurisdiction within the City of Washington.

- U. "*Premises*" means a lot, plot, or parcel of land, including the buildings or structures thereon, which also includes dwelling units and dwellings.
- V. "*Regulated Rental unit*" means any dwelling unit or structure containing sleeping units; including, but not limited to hotels, motels, bed and breakfast establishments, boarding houses, dormitories or sleeping rooms, which is leased, paid for or rented from the owner or other person in control of such units, to any tenant, whether by day, week, month, year, or any other term. Hotels, motels and bed and breakfast establishments shall be exempt from this ordinance.
- W. "*Rental Agreement*" means a written agreement between an owner or Landlord and person occupying *the* rental unit supplemented by *the* Addendum required under this Ordinance, embodying the terms and conditions concerning the use and occupancy of a Rental Unit or Premises.
- X. "*Responsible local agent*" means a natural person having his or her place of residence within 7.5 miles of the Washington County Courthouse. which is located in the City of Washington, Washington County licensed real estate management firm with an office located within 7.5 miles of the Washington County Courthouse, which is located in the City of Washington. Washington County. Pennsylvania. and has been granted legal authority by the property owner in accordance with the laws of the Commonwealth as the agent responsible for operating such property in compliance with the ordinances adopted by the City.
- Y. "*Single Family Dwelling*" – A detached building containing one dwelling unit, designed and intended to be occupied by one family for living purposes.
- Z. "*Tenant*" means any individual who has the temporary use and occupation of real property owned by another person in subordination to that other person's title and with that other person's consent; for example. a person who rents or leases a dwelling. dwelling unit. or rental unit from a landlord.
- AA. "*Unrelated*" - Of or pertaining to two (2) or more persons not related to one another through blood to the level of second cousins, adoption, or marriage.
- BB. "*Vicinity*" of Premises shall mean the condition of being near or proximity to a Regulated Rental Unit in which an occupant resides., Pennsylvania and or a professional,

### **Section 3 : Owner's Duties**

#### **A. General**

1. It shall be the duty of every OWNER to keep and maintain all Regulated Rental Units in compliance with all applicable Codes and provisions of all other applicable state laws and regulations and local ordinances and to keep such property in good and safe condition.

2. As provided for in this Ordinance, every owner shall be responsible for regulating the proper and lawful use and maintenance of every dwelling which he, she or it owns. As provided for in this Ordinance, every owner shall also be responsible for regulating the conduct and activities of the occupants of every Regulated Rental Unit that he, she or it owns in the City, which conduct or activity takes place at such Regulated Rental Unit or its premises.
3. In order to achieve those ends, every owner of a Regulated Rental Unit shall regulate the conduct and activity of the occupants thereof, both contractually and through enforcement, as more fully set forth below.
4. This section shall not be construed as diminishing or relieving, in any way, the responsibility of occupants or their guests for their conduct or activity; nor shall it be construed as an assignment, transfer, or projection over or onto any owner of any responsibility or liability which occupants or their guests may have as a result of their conduct or activity under any private cause of action, civil or criminal enforcement proceeding, or criminal law; nor shall this section be construed so as to require an owner to indemnify or defend occupants or their guests when any such action or proceeding is brought against the occupant based upon the occupant's conduct or activity. Nothing herein is intended to impose any additional civil/ criminal liability upon owners other than that which is imposed by existing law.
5. This Ordinance is not intended to, nor shall its effect be to limit other enforcement remedies, which may be available to the City against an owner, Occupant, or Guest thereof.

B. Designation of Manager

Every owner who is not a full-time resident of the City of Washington, or elsewhere in an area that is not a local call from the City of Washington, shall designate a manager who shall reside in an area that is a local call from the City of Washington. If the owner is a corporation, a manager shall be required if an officer of the corporation does not reside in the aforesaid calling area. The officer shall perform the same function as a manager. If the owner is a partnership, a manager shall be required if a partner does not reside in the aforesaid calling area. Said partner shall perform the same function as manager. The manager shall be the agent of the owner for service of process and receiving of notices and demands, as well as for performing the obligations of the owner under this Ordinance and under rental agreements with occupants. The identity, address and telephone number(s) of a person who is designated as manager hereunder shall be provided by owner or person who is designated as manager hereunder shall be provided by owner or manager to the City, and such information shall be kept current and updated as it changes.

C. Disclosure

1. The owner or manager shall disclose to the occupant in writing on or before the commencement of tenancy:
  - a. The name, address and telephone number of manager; if applicable; and
  - b. The name, address and telephone number of the OWNER of the premises.
- 2.. Before an occupant initially enters into or renews a rental agreement for a regulated rental unit, the owner or manager shall furnish the occupant with the most recent inspection report relating to the property.

D. Maintenance of Premises

1. The owner shall maintain the premises in compliance with the codes of the city and shall regularly perform all routine maintenance, including lawn mowing and ice and snow removal and shall promptly make any and all repairs necessary to fulfill this obligation.
2. The owner and occupant may agree that the occupant is to perform specific repairs, maintenance tasks, alterations, or remodeling. In such case, however, such agreement between the owner and occupant must be in writing. Such an agreement may be entered into between the owner and occupant only if:
  - a. The agreement of the parties is entered into, in good faith and not for the purpose of evading the obligations of the owner or occupant and
  - b. The agreement does not diminish or affect the obligation of the owner to other occupants in the premises.
3. In no case shall the existence of any agreement between owner and occupant relieve an owner of any responsibility under this Ordinance or other ordinances or codes for maintenance of premises.

## **Section 4: Occupant's Duties**

### **A. General**

The occupant shall comply with all obligations imposed upon occupants by this Ordinance, all applicable Code and Ordinances of the City and all applicable provisions of state law.

### **B. Health and Safety Regulations**

1. The maximum number of persons permitted in any Regulated Rental Unit at any time shall not exceed the standards outlined in City Ordinance concerning occupant load. The maximum number of persons permitted in the common areas of any multiple-unit dwelling at any time shall not exceed one (1) person for each fifteen (15) square feet of common area on the premises.
2. The occupant shall dispose from his or her regulated rental unit all rubbish, garbage, and other waste in a clean and safe manner and separate and place for collection all recyclable materials in compliance with the Recycling Plan of the City of Washington Solid Waste and Recycling Ordinance.
3. The occupant must also abide by the ordinance regulating the collection, removal and disposal of solid waste. All discarded trash, debris, rubbish, etc. must be maintained in garbage bags in garbage containers with lids. Garbage is not to be placed on curb for pick up no earlier than 6 p.m. the night before garbage pick-up and emptied containers must be removed from curb immediately after.

## **Section 5: Disruptive Conduct**

- A. The Occupant shall not engage in, not tolerate nor permit others on the Premises or Vicinity of Premises to engage in, Disruptive Conduct, or other violations of the Ordinance.
- B. When Police investigate an alleged incident of Disruptive Conduct, he or she shall complete a Disruptive Conduct Report upon finding that the reported incident did, in his or her judgment constitute "disruptive conduct" as defined herein. The information filled in on said report shall include, if possible, the identity or identities of the alleged perpetrator (s) of the Disruptive Conduct and all other obtainable information including the factual basis for the Disruptive Conduct requested on the prescribed form. Where the Police make such investigation, said Police officer shall then submit the completed Disruptive Conduct Report to the Code Enforcement Officer or designated representative. In all cases, the Code Enforcement Office shall mail a notification of the Disruptive Conduct to the Owner or Manager, or responsible local agent within fourteen (14) working days of the occurrence of the alleged Disruptive Conduct.

- C. The third occurrence of disruptive conduct within a one-year period from the most current alleged Disruptive Conduct will result in the Owner, Landlord, and/or Property Manager to take action to repossess the Regulated Rental Unit.
1. Owner, Landlord, and/or Property Manager must be file a Tenant/Landlord Compliant against Occupants at the District Judge's Office within thirty (30) days from the date of written notice.
  2. Owner/Landlord and/or Property Manager is responsible to notify the Code Enforcement Office of the time and date of hearing or request that the Magistrate's Office send a notice to the City.
  3. Occupants can voluntarily remove themselves from the Premises within thirty (30) days from date of written notice.

### **Section 6: Damage to Premises**

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

### **Section 7: Permit Registration**

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

#### **A. Registration Forms**

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

1. The street address and parcel identification number of the rental units;
2. The number and types of rental units within the rental property;
3. Name, residence address, telephone number, and where applicable an E-mail address, mobile telephone number, and facsimile number of all property owners of the rental unites);
4. Name, residence address, telephone number, and where applicable an E-mail address, mobile telephone number, and facsimile number of the responsible local agent designated by the owner;
5. The maximum number of tenants permitted for each rental unit;
6. The name, address, telephone number and where applicable an E-mail address, mobile telephone number, and facsimile number of the person authorized to collect rent from the tenants;
7. The name, address, telephone number and where applicable an E-mail address,

- mobile telephone number, and facsimile number of the person authorized to make or order repairs or services for the property, if in violation of City or State codes, if the person is other than the owner or the responsible local agent;
8. The name, address and telephone number of any lien-holders) on the rental unit or the real property on which the rental unit is located at time of annual registration.
  9. The name, telephone number and of all lease- holders, number of occupants and the termination date of the lease
  10. A copy of a current valid occupancy permit for the property be provided at the initial application but shall not be necessary unless there is a transfer of property.

B. Accurate and Complete Information

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

C. Change in Registration Information or Transfer of Property

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

D. Registration Term and Renewals

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

E. Responsible Local Agent

1. Any owner not residing within 15 miles of the Washington County Courthouse must designate a responsible local agent. Any "responsible local agent" must reside within 7.5 miles of the Washington County Courthouse. The "responsible local agent" shall be responsible for all of the following:
  - (a) Operating the registered rental unit in compliance with all applicable City ordinances
  - (b) Providing access to the rental unit for the purpose of making any and all inspections necessary to ensure compliance with the applicable City Ordinances;
  - (c) Maintaining a list of the names and number of occupants of each rental unit for which he or she is responsible; and
  - (d) Accepting all legal notices or services of process with respect to the rental unit (November 30th of each year).

**Section 8: Inspections.**

A. Basis for Inspections.

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

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

where ownership is to be transferred to the City.

#### B. Inspection Procedures.

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

### C. Voluntary Inspections.

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

### D. Inspection: Periodic Inspection

1. The Code Enforcement Officer or designated representative shall inspect each one-family and two-family dwelling at least once every second year on or before the annual anniversary of the initial inspection following the filing of the rental registration. These periodic inspections shall occur notwithstanding more frequent inspections, which may be required in the investigation of complaints regarding the dwelling.
2. The Code Enforcement Officer or designated representative shall inspect each multiple family dwelling, personal care homes, boarding and *rooming* houses including motels, and hotels at least once every second year on or before the annual anniversary of the initial inspection following the filing of the rental registration. These periodic inspections shall occur notwithstanding more frequent inspections, which may be required in the investigation of complaints regarding the dwelling.
3. The frequency of the inspections will be at the Code Enforcement Officer's or designated representative's discretion, every two to three years. MINIMUM OF ONE INSPECTION DURING A TWO-YEAR PERIOD

## Section 9: Fees.

- A. The City Council shall establish, by resolution, an appropriate fee for rental permit registration and inspections and may review and increase such fees on an annual basis, which shall be collected by the Treasurer's Office for the City of Washington.
- B. If an inspection is initiated by a complaint and no violation is found to exist, no inspection fee will be assessed against the owner of the inspected rental unit in compliance.
- C. Where a re-inspection must be made to ensure conformity with this Ordinance for those rental units that have been issued violation notices, the City will charge a separate inspection fee for every inspection only when it is found that the violation has not been abated or corrected.
- D. Fee Schedule:
  1. Annual Rental Registration Permit: N/C per unit.
  2. Building Inspection Fee: \$100.00 per unit

- E. A failure to return mandatory information before due date will result in the penalty of \$108.00 to be assessed and subject to collection under the Commonwealth of Pennsylvania Municipal Claims Act and any other means allowable by law. Furthermore, any delinquencies that may accrue will be subject to collection either by the City or through its third party collector.

**Section 10: Penalty.**

Violation of this Ordinance shall be a summary offense. The fine for each separate violation shall be a fine not less than \$300.00, but not more than \$1,000 per each unit per each month that a rental unit is not registered or inspected as required by this Ordinance, plus any fees that have been charged for inspection if applicable. Inspection fees shall not be waived or reduced. Each day an Owner of residential unit who violates any provisions of this Ordinance shall constitute a separate offense. Nothing contained within this Ordinance shall be construed to limit or deny the right of the City, its agents and representatives from seeking any other equitable or legal remedies that may otherwise exist under applicable law. In addition to the fines set forth herein, the City shall be entitled to reasonable attorney's fees and costs of collection incurred in enforcing this Ordinance. Said fees shall be added to any penalties set forth above.

**Section 11: Severability and Captions.**

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

**Section 12: Repealer.**

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

**Section 13: Maintenance of Records.**

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

laws.

**Section 14: Effective Date.**

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

RESOLVED. ENACTED and ORDAINED into law by the Council of the City of Washington. Washington. Pennsylvania this 2nd day of May 2013

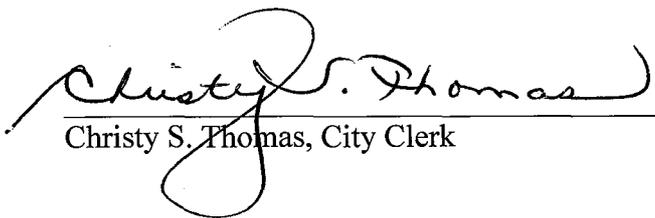
FIRST READING: April 4, 2013

FINAL READING: May 2, 2013



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Brenda Davis, Mayor



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Christy S. Thomas, City Clerk