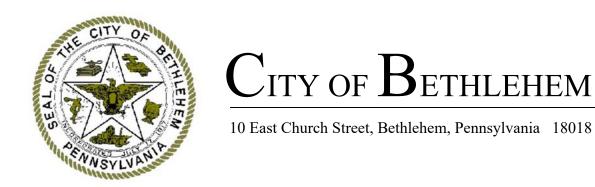
The City of Bethlehem's LANDLORD TRAINING PROGRAM

KEEPING ILLEGAL ACTIVITY OUT OF RENTAL PROPERTY

A practical guide for landlords and property managers

First Bethlehem edition



Adapted from the original Landlord Training Program

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The City of Bethlehem's LANDLORD TRAINING PROGRAM

KEEPING ILLEGAL ACTIVITY OUT OF RENTAL PROPERTY
A practical guide for landlords and property managers
A community-oriented property management approach

First Bethlehem edition

City of Bethlehem, Pennsylvania

Bob Donchez, Mayor

First Bethlehem edition, developed by Campbell DeLong Resources, Inc. Based on the national Landlord Training Program manual originally developed by CDRI

Various parts of this document provide broad descriptions of legal procedure. However, **no part of this** manual should be regarded as legal advice or considered a replacement of a landlord's responsibility to be familiar with federal, state, and local law governing a particular jurisdiction. If you need legal advice, seek the services of a competent attorney. Also, laws change. Information that is accurate at the time of printing may be rendered obsolete by the passage of new laws or revised judicial interpretations of existing law.

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Questions regarding the City of Bethlehem's program should be directed to:

Allyson Lysaght, J.D.
Housing & Community Development Planner
Department of Community & Economic Development
City of Bethlehem
10 E. Church Street
Bethlehem, PA 18018
610-997-5731

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Campbell DeLong Resources, Inc. 2627 Northeast 33rd Avenue Portland, Oregon, 97212 503- 221-2005 www.cdri.com

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FOREWORD

Chronic nuisance behavior can seriously harm the livability of residential neighborhoods. In addition, nuisance property *conditions*, such as property damage and chronically-deferred maintenance, can combine with illegal behavior to reduce a neighborhood to a mere shell of the healthy community it once was. In our frustration, we often look only to the police or "the system" for solutions and forget that neighbors and landlords have tremendous power over the basic health and safety of a community.

To be sure, local government has a critical responsibility, but we as community members, whether landlords, tenants, or homeowners, remain the foundation that make it all work.

Community members decide which problems require action. Typically, a city or county responds only after neighbors recognize and report nuisance conditions or illegal activity. When a problem arises, one of the first and most important decisions is made by the affected homeowners, tenants, and landlords: Ignore it, run from it, or do something about it. Each of us plays a different role and each bears a responsibility to keep a community safe and livable.

The most effective way to deal with illegal activity on rental property is through a coordinated effort with police, landlords, and neighbors. And the most effective way to prevent or address property maintenance and safety issues is to provide ongoing property maintenance and actively manage property to reduce the likelihood of property damage by residents.

Efforts are underway across the country that encourage neighbors to learn more about how they can help prevent crime on their blocks. In addition, many local jurisdictions are working to improve the ways that law enforcement addresses chronic criminal activity and code enforcement identifies nuisance property. What you can do is learn how to keep illegal activity off your property and to maintain your rental housing, thus making a commitment to removing or stopping illegal activity or property damage the moment it occurs.

We know that abuses of the landlord-tenant relationship can, and do, come from both sides. We also know that most landlords are fair and that most tenants are excellent neighbors. Responsible property management and ownership begins with the idea that it will benefit all of us. If the information given here is used responsibly, all of us — tenants, landlords, and owner-occupants alike — will enjoy safer, more stable neighborhoods.

1st Bethlehem Edition POINTS TO CONSIDER i

POINTS TO CONSIDER

Costs and Benefits

Community-oriented property management is also good business.

Landlords and property managers who apply the active management principles presented in this manual (and in the accompanying training) have consistently seen improvements in the quality of their rental business. Applying the information presented can result in significant benefits to each of the three interest groups in a residential neighborhood: Whole communities can become safer, residents can enjoy better housing, and landlords can enjoy greater business success. Here's how it works:

COSTS OF CRIMINAL AND NUISANCE ACTIVITY IN RENTALS

When drug, gang, and other criminal activity operate from rental property, neighborhoods suffer and landlords pay a high price. That price may include:

- **1.** Declines in property values particularly when the activity begins affecting the reputation of the neighborhood.
- **2.** Property damage arising from abuse, retaliation, or neglect.
- **3.** Toxic contamination and/or fire resulting from drug labs or illegal growing operations.
- **4.** Civil penalties, including fines, loss of property use, or even forfeiture in some instances.
- **5.** Loss of rent during the eviction and repair periods.
- **6.** The fear and frustration of dealing with dangerous tenants.
- 7. Increased resentment and anger between neighbors and property managers.

BENEFITS OF ACTIVE MANAGEMENT

Active management can prevent most rental-based criminal nuisance activity. Developing an active management style requires a commitment to establishing a new approach. Landlords and managers interviewed for this program who have made the switch to more active management consistently report these rewards:

- 1. A stable, more satisfied tenant base.
- 2. Increased demand for rental units, particularly for multifamily units that have a reputation for active management.
- **3.** Lower maintenance and repair costs.
- Improved property values.
- 5. Improved personal safety for tenants, landlords, and managers.
- **6.** Peace of mind from spending more time on routine management and less on crisis control.
- **7.** Appreciative neighbors.

1st Bethlehem Edition POINTS TO CONSIDER ii

PREPARING TO RENT

Make the environment part of the solution.

ADVICE WE WERE GIVEN:

"People engaged in drugs and other criminal behavior can set up anywhere, but the farther they are from the manager's office, or the more hidden from view, the better they like it." — Police officer

The Basics

Make sure the design, layout, and maintenance of the property encourages responsible behavior while discouraging illegal activity. All Bethlehem property owners who wish to rent units must comply with Bethlehem's property registration and inspection requirements.

Keep the Property up to Habitability Standards

Maintaining housing standards is important to the public welfare and protects against neighborhood decay. In addition, a substandard rental unit is more likely to attract criminal behavior. It announces that the landlord's standards are low and that inappropriate tenant behavior is likely to be overlooked.

Also, eviction of a knowledgeable problem tenant from a poorly maintained unit can be both time consuming and expensive. Landlord-tenant laws generally protect tenants from retaliation if the tenant complains that the landlord has not complied with minimum housing standards. If a landlord attempts to evict a problem tenant from a substandard unit, a court may be confronted with having to weigh the behavior of a problem tenant against that of a problem landlord. In effect, landlords who fail to meet their responsibilities under the law may find they have compromised their rights under the law as well.

Before renting your property, make sure it meets applicable local maintenance code, the habitability requirements of your local landlord-tenant law, and if you rent to tenants with Section 8 Housing Choice Vouchers, the U.S. Department of Housing and Urban Development (HUD) standards for "decent, safe, and sanitary" housing. While many of the basic elements of these requirements will overlap, they won't entirely, so you will need to check all three sources to make sure you are in compliance.

Bethlehem's Inspection & Maintenance Requirements

The City of Bethlehem requires one of two types of property inspections for residential property, depending on the type of occupancy:

- 1. Annual inspections for "Regulated Rental Units" when occupancy includes three to five unrelated persons. Article 1739 of Bethlehem City Ordinances defines a "Regulated Rental Unit" as one that includes three or to five unrelated persons. Owners and managers of such properties must meet a special set of requirements that are defined in the Bethlehem ordinance. Examples include:
 - Owners of regulated rental units must apply for and obtain a license for each unit, which must be renewed annually. Note that all Regulated Rental Units are subject to periodic inspections by a City Code Enforcement Officer.
 - In cases where the owner of the property lives more than 20 miles from the city, a local agent must be identified for the property who can be served with notifications, on behalf of the owner, from the City and who is responsible for fulfilling the duties of the owner under the ordinance.

 $1^{ ext{s}}$ Bethlehem Edition PREPARING TO RENT $\,1$

All rental agreements or leases signed with occupants of a Regulated Rental Unit must include an addendum provided by the City in Article 1739 of City Ordinances.

A copy of Article 1739, Regulated Rental Units, including the required lease addendum, is provided in the Resources section of this manual.

2. Required inspections, when vacant, for all rental units as well as registration with the City. Article 1731 of City of Bethlehem ordinances (also provided in the Resources section of this manual) requires that "Every dwelling, commercial unit and structure that is a rental, shall be inspected for purposes of ascertaining compliance with City codes, each time the unit becomes vacant." In practice this means that, if your rental is not a Regulated Rental Unit subject to annual inspections, then the minimum requirement is to have the City inspect at the tenant turnover point. Note that the same ordinance also requires inspection whenever a property in the City is made available for sale.

Another section of Article 1731 requires that owners register all rental units in Bethlehem with the Bureau of Inspections of the Department of Community and Economic Development. That is, even if your rental does not meet the definition of a "Regulated Rental Unit" you still need to register it with the City and make sure it is inspected each time it becomes vacant.

"CPTED" Defined

Crime Prevention Through Environmental Design, known as CPTED (pronounced "Sep Ted"), is a field of knowledge based on research demonstrating that the design and maintenance of some properties will deter crime while that of others will encourage it. These concepts were originally developed to help reduce crime to a property (e.g., a burglar breaking in). They are now known also to help prevent crime from a property (e.g., drug dealing, illegal gang activity, or other chronic nuisance activity).

Essentially, it is important that lighting, landscaping, and building design combine to create an environment where people with criminal intent don't feel comfortable. Basic steps include making it difficult to break in, closing off likely escape routes, and making sure public areas can be easily observed by nearby people as they go about their normal activity. The four basic elements of CPTED include:¹

- Natural Surveillance. The ability to look into and out of your property. Crime is less likely to happen if criminals feel they will be observed. Examples: Keep shrubs trimmed, so they don't block the view of windows or porches. Install door viewers so that residents can see who is at the door before opening it. Trim tree branches that hang below about six feet where necessary to remove hiding places. Install low-energy-usage outdoor lighting along paths. Install motion-activated lights in private areas such as driveways or backyards. Keep drapes or blinds open during the day. Leave porch lights on at night.
- Access Control. Controlling entry and exit. Crime is less likely to happen if the criminal feels it will be hard to get in or that escape routes are blocked. Examples range from something as simple as a locked door to a 24-hour guard station or remote-activated gate. This applies to individual apartments too: deadbolt locks, security pins in windows and pins or security rails that prevent sliding-glass doors from being opened easily from the outside.

Although research on CPTED goes back decades, the description given here is based on information provided by the Tucson, Arizona Police Department's "Safe By Design" program. For more on CPTED, see *Crime Prevention Through Environmental Design*, C. Ray Jeffery, (Beverly Hills: Sage Publications, 1971); and see *Defensible Space: Crime Prevention Through Urban Design*, Oscar Newman, (New York: Macmillan, 1972).

- ▶ Territoriality. Making a psychological impression that someone cares about the property and will engage in its defense. Conveying territoriality is accomplished by posting signs, general cleanliness, high maintenance standards, and residents who politely question strangers. Signs that tell visitors to "report to the manager," define rules of conduct, warn against trespassing, or merely announce neighborhood boundaries are all part of asserting territoriality. In other examples, cleaning off graffiti the very day it appears or painting a mural on a blank wall both send a message that the area is being cared for and that minor crime won't be overlooked.
- Activity Support. Increasing the presence of law-abiding residents can decrease the opportunities for criminals. Neighborhood features that are not used for legitimate activity are magnets for illegal activity. Organizing events or improving public services in parks and school yards, holding outdoor gatherings on hot summer nights, and features that attract regular use by cyclists, runners, and pedestrians are all examples.

How these concepts are best applied in a given property depends on many factors, including the existing landscaping, building architecture, availability of resident managers, management practices, presence of onsite security, desires of law-abiding residents, and more.

Keep the Property Visible, Control Access

The following are some recommended "first steps" for making "CPTED" changes to rental property. Taken alone, few of the following elements will have a significant impact. Taken together, they will stop some operators from wanting to move into the property, and will make it easier for neighbors (or police) to observe and document illegal activity should it start up. Initial steps include:

- ☑ **Use lighting to its best advantage.** Install photosensitive lighting over all entrances. This gives legitimate users of the property safer access points while increasing the perceived likelihood of being observed by any who consider illegal activity. At minimum, the light near the front door (the one that typically lights up the address number) should go on at sunset and stay on till dawn. A light-sensitive timer is ideal for this situation. In addition, the back door and other outside entrance points should be equipped with energy-efficient lighting that is either motion or light sensitive. Remember also that good lighting should accomplish the goal of providing illumination without shining harshly into the windows of adjacent homes or unnecessarily contributing to night sky light pollution.
 - In apartment complexes make sure that all walkways, activity areas, and parking lots are well lighted, especially along the property perimeter. Covered parking areas should have lighting installed under the canopy. All fixtures should be of vandal-resistant design. Landscape planning should take into account how future plant growth will impact lighting patterns. Finally, remember that brighter lighting isn't necessarily better lighting. Placing a few extremely bright lights can cause glare blindness and offer dark spots for concealment. Such issues can sometimes be solved simply by installing lower-wattage lighting so that visibility is substantially maintained while glare blindness issues are reduced.
- Make sure fences can be seen through. If you install fencing, chain link or wrought iron is best, because they each limit access without offering a place to hide or a canvas for graffiti. Wood can also be used effectively, provided wide gaps are left between the boards. In some cases, you might also consider a lower fence height for example, four feet high instead of six. Consider replacing, or modifying, wood fences that have minimal gaps between boards. Keep hedges trimmed low.

- ☑ **Keep bushes around windows and doorways well-trimmed.** Bushes should not impair the view of, or from, entrances and windows. Tree branches should also be trimmed up from the ground sufficiently to discourage the possibility of a person hiding.
- Post the address clearly. Only the drug operator will benefit if the address is difficult to read from the street. When address numbers are faded, hidden by shrubs, not illuminated at night, or simply falling off, neighbors will have one more hurdle to cross before reporting activity and police will have more difficulty finding the unit when called.
 - Large apartment complexes should have a permanent map of the complex, including a "you are here" point of reference, at each driveway entrance. These maps should be clearly visible in all weather and well lighted. If the complex consists of multiple buildings, make sure building numbers can be read easily from any adjacent parking area, both day and night. Also, make sure that rental units are numbered in a logical and consistent manner to make it possible for emergency responders to locate specific units quickly and easily.
- Control traffic flow and access. In larger complexes, control access points to deter pedestrian passersby from entering the property unobserved. Then do the same for vehicle traffic. People involved in drug activity prefer "drive through" parking lots, those with multiple exits. Consider, for example, adding fencing and rerouting traffic so all vehicle and foot traffic, coming and going, must pass the same point, within view of the manager's office.
 - If more control is needed, issue parking permits to tenants. Post signs forbidding cars without permits to use the lot. Towing companies that specialize in this type of business can provide you with signs, usually for a nominal setup fee. Depending on the availability of street parking for guests, either deny guest parking altogether or limit it to specific spaces. Be consistent in having violators towed away. Remember, it is your parking lot, not a public one.
- Before building, design for a strong sense of community. Each of the other steps described in this section should be integrated into building plans to help design a safer rental unit from the start. In addition, for apartment complexes in particular, building plans should include design elements that will help foster a sense of community. Recreational areas and other community facilities can help encourage neighbors to become acquainted. Building layouts should nurture more personalized, neighborhood environments over those that may reinforce feelings of isolation and separation from the community.

Keep it Looking Cared For

Housing that looks cared for will not only attract good tenants, it will also *discourage* many who are involved in illegal activity. Changes that help communicate "safe, quiet, and clean" may further protect the premises from those who want a place where chronic problem activity might be tolerated. While these approaches are useful in any type of rental, because of the day-to-day control that apartment owners have over the common areas of their property, the following approaches can make a particularly strong difference in multifamily communities:

• Remove graffiti fast. Graffiti may be the random work of an individual "tagger" or the work of a gang member marking territory. Regardless, it serves as an invitation for more problems and can demoralize and intimidate a neighborhood. If you believe graffiti may be gang-related, call police. Then, after taking a picture of it for potential use by law enforcement, remove it or paint it over. Remove it again if it reappears; do not let it become an eyesore. Fast removal is particularly important. Ideally, no matter how

inconvenient for you to do so, remove it within an hour after it is found. Doing so stops the graffiti from continuing to advertise that the space is an available canvas, where graffiti is allowed by the property owner. Also, it is usually easier to remove cleanly if done before the paint, or marker ink, has had time to dry and cure. Thinners, solvents, and specially-made graffiti-removal products can remove hours-old, and even day-old, paint much more easily than paint that has had a week or more to cure.

- **Repair vandalism.** As with graffiti, an important part of discouraging vandalism is to repair the problem fast. Also, if you suspect that the vandalism was not a random act, but was directed against you or your tenants personally, additional approaches should be discussed with police and crime prevention experts to address the situation.
- **Keep the exterior looking clean and fresh.** Fresh paint, well-tended garden areas, and litter-free grounds help communicate that the property is maintained by someone who cares about what happens there.

APPLICANT SCREENING

"An ounce of prevention..."

COMPLAINTS WE HAVE HEARD:1

"I thought I was calling the previous landlord and it was the applicant's parents, and the parents played along. It ended up in eviction, some months later."

"We can't screen tenants worth anything. If you don't do it right, you could be sued for discrimination. So you check to see if they have income and that's it."

ADVICE WE WERE GIVEN:

"I went to a meeting for landlords about these issues. I was surprised — most people in the room couldn't understand why they were getting bad tenants. They just couldn't see that there are ways to keep that from happening."

"Most landlords, even some 'pros,' are still practicing the old way of doing things—they take a Social Security number, make one phone call, and rent to the person. Then they wonder where the problems are coming from. Well the old methods don't work anymore."

"I have a set application process, written down. Applicants must meet all the criteria.

If they do, I rent to them. If they don't, I don't. It is simple, legal, and fair.

At this point, every one of my properties has good people in it."

"Many landlords are frightened of the Fair Housing laws. Some believe they can't screen at all.

If landlords establish a fair screening procedure and follow it equally for each applicant, they will have a very strong case against discrimination lawsuits."

"When I call previous landlords to verify an applicant's record, most are surprised to get a screening call from another landlord. Apparently, it happens too rarely."

The Basics

Use a method that welcomes all responsible applicants while discouraging the few who intend to break the rules from applying. Have a backup system to help discover if a dishonest person has applied. Use a process that is legal, simple, and fair.

Overview

There are two ways to screen out potentially troublesome tenants:

- Encourage self-screening. Set up situations that discourage those who are dishonest from applying.
 Every drug dealer who chooses not to apply is one more you don't have to investigate.
- Uncover past behavior. More often than not, if an applicant has a history of misbehavior at rental
 property, even a very basic background check will reveal poor references, substantial credit issues, or
 falsehoods recorded on the application.

The goal is to screen out applicants planning illegal behavior as early as possible. It will save you time, money, and all the entanglements of getting into a legal contract with people who may damage your property and harm the neighborhood.

APPLICANT SCREENING 6

¹ Unless noted, quotes are from landlords or professional property managers. Note that some "complaints" contain inaccurate or incomplete assumptions about legal rights or procedure.

For the following steps to be most effective, it is just as important that applicants actually read and understand the rules and the process as it is that you implement the process in the first place. Implementing elements of the following suggestions may help protect yourself legally. Making sure that an applicant knows your commitment to the process may help prevent problems before they have a chance to grow.

Also, if you are looking for a one-step solution, you won't find it here. There are no "magic" phone numbers you can call to get perfect information about applicants and their backgrounds. Effective property management requires adopting an approach and attitude that will discourage problem behavior, while encouraging the stabilization, and then growth, of your good tenant base. What makes the following process so effective is not any one step, but the cumulative value of the approach.

Applicant Screening, Civil Rights, and Fair Housing

Landlords are sometimes confused over how much right they have to turn down applicants. A few even believe that civil rights laws require them to accept virtually *any* applicant. This is not the case.

Civil rights laws are designed to protect the way applicants are screened and to make sure that all qualified applicants feel equally invited to apply. Federal Fair Housing guidelines prohibit discrimination based on race, color, religion, sex, disability, national origin, or familial status (presence of children). The Pennsylvania Human Relations Act adds ancestry and age (defined as 40 and older) and the City of Bethlehem adds sexual orientation, gender identity or expression, marital status, and genetic information. The purpose of these laws is to prevent discrimination on the basis of a person's membership in a protected class. Nothing in the law forbids you from setting fair screening guidelines and applying them equally to all applicants.

Keep in mind that *every* person belongs to these various classes. Each of us can be defined in terms of our race, color, sex, national origin, and others. So any time you deny an applicant, you have, in a sense, denied someone who belongs to a protected class. The question is whether or not you treat applicants or tenants adversely *because* of the class to which they belong. If the criteria you set are blind to class issues, and you apply them consistently, you may turn down applicants who do not measure up.

The key lies in making sure your process is fair, that it neither directly nor indirectly discriminates on the basis of one of the defined classes. It is also makes sense to avoid using criteria that are not reasonably related to important and necessary business purposes. To comply, you should design a fair process *and* apply it consistently and equally to all applicants. Consider the following examples:

- You may have a rule that requires all applicants to show a photo I.D., and you could turn down applicants who cannot produce a photo I.D. The practice becomes illegal when you apply the rule inconsistently, requiring I.D. from people of one class but not from those of another.
- You could give a document to all applicants that outlines rules of the unit and warns against engaging in
 illegal activity on the property. The practice becomes illegal when you hand it to applicants of one class,
 but not of another. Should you develop such a document, also make sure the phrasing does not
 discourage members of a protected class from applying.
- You could refuse to rent to anyone who lies to you during the application process or provides false information on the application. This is both legal and highly appropriate.
- You could require all applicants who say they intend to park a vehicle on your property to show current
 car registration, proof of insurance, and a valid driver's license along with their completed rental
 application. You could deny tenancy to those who wish to have a car on the property without showing

See Article 145 of Bethlehem City Ordinances. Also, while not covered in same manner, there are some protections for victims of domestic violence in certain housing-related situations — your safest legal route is to contact a skilled attorney if you are considering taking adverse action against an applicant or tenant in any related situation.

such documentation. Of course, if the person does not plan to keep a car, the requirement would be waived.

There is nothing illegal about setting fair criteria and holding all applicants to the same standards. By the consistent use of such guidelines you can retain full and appropriate control over who lives in your rental units and who does not.

Finally, as you study the letter of the law, keep its spirit in mind as well. The sooner we remove the types of discrimination that weaken our communities, the sooner we can build a stronger, more equitable society.

Common Questions about Fair Housing

The following are a few of the more commonly-asked questions we hear in training sessions about Fair Housing laws. The answers provided here are intended to be general and nonspecific. For additional education about Fair Housing contact North Penn Legal Services (or visit online). As always, to get legal advice about specific situations, contact your attorney.

Q: With Familial Status (the presence of children, essentially) as a protected class, may a landlord limit the number of people who live in a rental unit?

A: A landlord may place some limitations, but may not set restrictions that would turn away families who could otherwise reasonably live in the rental unit. For example, a rule that limits the number of people in a two-bedroom rental to just two or three people would not be allowed because two parents and two children (or one parent and three children), who could otherwise make reasonable use of the unit, would be turned away. The point of familial status as a protected class is to remove barriers that make it difficult for families with children to find housing and such a rule would not, therefore, be allowed.

However, there is also recognition of a need for an upper limit above which the number of people living in a unit would exceed what the rental unit is reasonably designed for. For standard rental units without extra habitable rooms (such as a den, office, or family room) you may be able to set a rule as limiting as the product of two times the number of bedrooms — so four people in a two-bedroom unit, for example. However, there are reasonableness issues and square footage arguments that can call this limit into question, which results in many landlords using a "2+1" rule — that is, two times the number of bedrooms plus one more, so five people in a two-bedroom unit or seven in a three-bedroom unit as an upper limit. While using a "2+1" rule is generally considered a safe guideline to follow, it is not a guarantee that it will be legally sufficient in all cases.¹

A common follow-up question on this topic has to do with whether a landlord may set a different limit when parents have opposite sex children, essentially to prevent children of the opposite sex from sharing a bedroom. The confusion often arises because some HUD programs consider the sex of the children when determining benefits (for example, in the Housing Choice Voucher Program a mother of a boy and girl may receive more housing assistance than would a mother of two girls or two boys), yet it is nevertheless a Fair Housing violation for a landlord to discriminate based on sex, period. So don't do it. Just count people and implement your rule consistently based on that number. Let the parents make all decisions about who will use which habitable sleeping areas in the home.

¹ The issue is discussed in something called the "Keating Memo," a 1991 internal HUD memorandum by General Counsel Frank Keating that was adopted as HUD policy in 1998. Essentially it endorses a two-person-per-bedroom policy as generally reasonable, but not necessarily reasonable in all cases, citing potential arguments based on design and size of rooms, state and local ordinances dealing with occupancy, and other issues.

Q: Regarding Disability as a protected class, are landlords required to install wheelchair ramps, grab bars or make other changes to a rental home if the tenant needs them to accommodate his or her disability?

A: In most cases the landlord would not be required to do the work directly, but would be required to allow the tenant to make such physical modifications as necessary to accommodate the tenant's disability. This does not mean, however, that the tenant is free to do anything he or she might wish. The standard is reasonable modifications not any modification. Generally, the tenant specifies the changes needed (e.g., build a ramp, widen specific doors, and install grab bars in a bathroom to assist with one or more life activities otherwise limited by the tenant's disability) and the landlord allows the tenant to have such changes made provided the tenant pays for the work, secures permits where required by law, and ensures that the work is accomplished in a "workman-like" manner. Except for the case of modifications that do not meaningfully diminish the value of the house (widened doors or extra support added inside a wall are common examples), the landlord may require that the tenant return the home to original condition, less normal wear and tear, prior to leaving.

There are exceptions to the general description above. If the housing is federally-subsidized, then the owner would be responsible for the cost as would be private owners of a building that was out of compliance with applicable code at the time it was built (as would also be the case for any other violation of applicable building code). Of course, if a landlord prefers to make the necessary modifications to accommodate the tenant's disability, instead of having the tenant do it, that is allowed as well.

Q: I have a "no pets" rule. Do I have to accept a tenant's service, assistance, or companion animal when asked for a reasonable accommodation to do so?

A: Essentially, yes you do. However, before doing so, you have a right to verify (assuming it isn't obvious) that the animal is necessary to help with at least some portion of the person's disability. Generally, this is done by having the applicant or tenant who is requesting the exception to your rule (known as a request for a "reasonable accommodation") provide signed verification from a qualified individual who is in a position to know of the need for accommodation (for example, a doctor, physician's assistant, psychologist, social worker, case manager, social service professional, or other qualified individual who is in a position to know about the individual's disability). The qualified individual would be asked to verify that the tenant has a disability and that the animal in question provides assistance that reduces the effect of a physical or mental impairment that otherwise would substantially limit one or more major life activities. Examples of such forms are available from suppliers of landlord-tenant legal forms. Note that the same basic process may be followed for other reasonable accommodation requests (that is, any request that a rule be modified in order to accommodate a disability).

Q: May a landlord take adverse action against a tenant or applicant in a case where the person was arrested for disqualifying behavior, but not convicted?

A: Not based on the fact of the arrest alone. You will need other information to determine whether or not adverse action may be taken. Specifically, if there was no conviction, then an assessment of the conduct underlying the arrest may identify disqualifying behavior, but the arrest itself should not be considered sufficient evidence of disqualifying behavior. An obvious example: If there was no conviction because the person did not commit the crime (e.g., the wrong person was arrested) then you would not hold that against the applicant or tenant. However, if you determine the person did engage in disqualifying behavior, regardless of whether an arrest was made, you may take adverse action. While the following quote is from guidance provided by HUD to Public Housing Agencies (PHAs) and owners of federally-assisted housing, the advice is sound for private market landlords as well:

Although a record of arrest(s) may not be used to deny a housing opportunity, PHAs [Public Housing Agencies] and owners may make an adverse housing decision based on the conduct

underlying an arrest if the conduct indicates that the individual is not suitable for tenancy and the PHA or owner has sufficient evidence other than the fact of arrest that the individual engaged in the conduct. The conduct, not the arrest, is what is relevant for admissions and tenancy decisions.

An arrest record can trigger an inquiry into whether there is sufficient evidence for a PHA or owner to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. PHAs and owners can utilize other evidence, such as police reports detailing the circumstances of the arrest,¹ witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.²

Written Tenant Criteria: What to Post

Many attorneys and legislative authorities interviewed for this program recommend developing written rental criteria and posting a copy of those criteria in your rental office. If you do not have a rental office that all applicants visit, they suggest attaching a copy of the criteria to *every* application you give out.

If you are going to use written criteria, remember to have applicants read the document. Posting information alone is of limited prevention value unless applicants know it is there.

The following is intended as a "generic" example of information a manager might post and direct each applicant to read. The intent is to encourage every good applicant to apply, while providing those who plan to break rules or otherwise use the property illegally with a clear incentive to pursue housing elsewhere.

By itself this information will scare off only a few people involved in illegal activity. Most have heard tough talk before. Many expect landlords to be too interested in collecting rent to care about applicant screening. It is important to follow through in word and action, continually reinforce the point that you enjoy helping responsible tenants find good housing by carefully screening all applicants, and *then actually screen them*.

While we have worked to make sure the following section adheres to Fair Housing guidelines, complying with federal and local civil rights laws involves much more than the language used in the applicant screening process. If you are not familiar with your Fair Housing responsibilities, seek information from an attorney who specializes in the subject.

Also, the following is only an example intended to show various types of rules that might be set. You should adjust the criteria as appropriate for your own needs. Whatever criteria you set, have them reviewed by an attorney familiar with current landlord-tenant issues before you post them.

INTRODUCTION

Here it is important to "set the tone" for your applicants, making sure that good applicants want to apply and that problem applicants may begin to think twice. Here's one approach:

¹ While a police report detailing the circumstances of an arrest can be useful in determining what behavior occurred, remember that if there is a need to establish proof of the behavior in court, it will be important to subpoena the officer who wrote the report, or other appropriate witness, to testify. [Footnote added, not part of original quote.] ² U.S. Department of Housing and Urban Development, Office of Public and Indian Housing, Notice PIH 2015-19, issued November 2, 2105, PDF page 4.

We are working with neighbors and other landlords in this area to maintain the quality of the neighborhood. We want to make sure that people do not use rental units for illegal activity. To that end, we have a thorough screening process.

If you meet the application criteria and are accepted, you will have the peace of mind of knowing that other renters in this area [apartment community] are also being screened, and as a result, there may be a reduced risk of illegal activity occurring in the area.

Please review our list of criteria. If you feel you meet the criteria, please apply.

Note that we provide equal housing opportunity: We do not discriminate on the basis of race, color, religion, sex, disability, national origin, familial status, ancestry, age, sexual orientation, gender identity, gender expression, marital status, or genetic information.

SCREENING CRITERIA

✓ A complete application. One for each adult (18 years of age or older). If a line isn't filled in, or the omission explained satisfactorily, we will return it to you.

This criterion helps to make sure that every application has enough information for you to make an informed decision. One of the simpler methods for hiding one's financial history is to "forget" to fill in one's Social Security number or date of birth on the application form. Without a name, Social Security number, and date of birth, credit checks cannot be run. To the person contemplating illegal activity, this requirement will communicate a very basic message: that you will actually screen your applicants. That message alone will turn away some. The primary purpose of the rule is to make sure you get complete information. For example, make sure you get full names, including middle names. It is difficult to run a credit check without a correct name.

This rule also allows you to receive an application from *each* roommate and not just the one with the better rental history. People involved in illegal activity may have friends and roommates who still have clean credit or a good rental history. The obvious approach for such people is to have the person with the good rental history apply and then follow that person into the unit. You have a right to know who is planning to live in the unit, so require an application and verify the information for each person.

 \checkmark Rental history verifiable from unbiased sources. If you are related to one of the previous landlords listed, or your rental history does not include at least two previous landlords, we will require either a qualified co-signer on your rental agreement or an additional security deposit of \underline{X} amount.

It is your responsibility to provide us with the information necessary to contact your past landlords. We reserve the right to deny your application if, after making a good faith effort, we are unable to verify your rental history.

If you owned — rather than rented — your previous home, you will need to furnish proof of title ownership or transfer.

Variations of this rule have been used by many landlords to address the issue of renting to those who do not have a rental history or who say "I last rented from my mother (or father, aunt, or uncle)." For example, while loyal relatives may say a relation is reliable, they might think twice about co-signing if they know that hasn't been true. In the above example, the suggestion is to give applicants the option of either providing a co-signer or paying additional security deposit to allow for personal circumstances (unrelated to tenantworthiness) that may make it easier to provide one over the other. Of course, the option to require additional security deposit is only available if you are not already at the limit set in Pennsylvania law which forbids requiring an amount in excess of two months' rent to be deposited in escrow during the first year of tenancy, reducing to a maximum of one month's rent in subsequent years (see 68 P.S. §250.511a).

Regarding applicants who are recent homeowners, not renters: The primary issue is to simply to verify that the applicant was, in fact, an owner-occupant previously and is not making the claim falsely in order to hide

a poor recent rental history. In cases where the applicant's home was foreclosed on due to nonpayment, ask for more information. If, for example, the monthly mortgage payment was considerably higher than what you are charging in rent, then a past foreclosure may not be particularly relevant to the current situation.

✓ Sufficient income/resources. If the combination of your monthly personal debt, utility costs, and rent payments will exceed \underline{X} % of your monthly income, before taxes, we will require a qualified co-signer on your rental agreement (or an additional deposit of \underline{X} amount). If the combination exceeds \underline{X} + \underline{Y} % of your monthly income, your application will be denied.

We must be able to verify independently the amount and stability of your income. (For example: through pay stubs, employer/source contact, or tax records. If self-employed: business license, tax records, bank records, or a list of client references.) For Section 8 applicants, the amount of assistance will be considered part of your monthly income for purposes of figuring the proportion.

You can, and should, verify self-employment. Those involved in illegal activity may describe themselves as self-employed on the assumption that you will have to take their word as verification. Some will be unprepared to supply tax returns, a copy of a business license, or other verification.

It may also be appropriate to remove income requirements for Section 8 Housing Choice Voucher applicants since your local Public Housing Agency (PHA) will have already determined the amount of subsidy based on ability to pay. Note also that some landlords include a condition for those applicants who do not have a regular monthly income, but do have substantial savings on which to draw. Landlords who set such guidelines often define a minimum cash net worth (described as a multiple of the monthly rent) for people in this category.

✓ *Two pieces of I.D. must be shown.* We require a photo I.D. (a driver's license or other government issued photo identification) and a second piece of I.D. as well. Present with completed application.

This is a simple and effective rule. Note that the second piece of identification does not have to be very "official." Generally, a credit card, student I.D. card, or many other types of cards will do. The issue is that a person who carries false identification may not have *two* pieces of false I.D. with the same name on it. The other reason for verifying photo identification is essentially similar to one of the reasons banks typically require customers to show photo I.D. before they loan money. You are getting into a long-term credit relationship with your tenant and it makes sense to ensure you have verified the identity of any person to whom you elect to "loan" your property.

✓ **False information is grounds for denial.** You will be denied rental if you misrepresent any information on the application. If misrepresentations are found after a rental agreement is signed, your rental agreement will be terminated.

If your applicants are not honest with you, you may turn them down. It's that simple.

 \checkmark Criminal convictions for certain types of crimes may result in denial of your application. You will be denied rental if, in the last \underline{X} years, you have had a conviction for any type of crime that would be considered a serious threat to real property or to other residents' peaceful enjoyment of the premises, including the manufacture or distribution of controlled substances.

This criterion is more controversial than it may seem, because people who have completed their prison terms need a place to live. In April 2016, for example, the U.S. Department of Housing and Urban Development issued updated guidance advising that overly-broad criminal conviction screening criteria could be in violation of Fair Housing laws (specifically prohibitions against discrimination based on race, color, and national origin). For example, a blanket "no convictions ever" policy is not acceptable. A screening

policy related to criminal conviction will need, among other things, to have "legally sufficient justification" as "necessary to achieve a substantial, legitimate, nondiscriminatory interest" of the landlord.¹

Also, don't use a criminal background screening requirement as a crutch — many who engage in criminal activity haven't yet been convicted of a crime. In addition, few who plan to use a rental for illegal activity, whether or not they have a criminal record, will have a verifiable, acceptable rental history. So, if you use this requirement, be sure you continue to perform other recommended screening steps conscientiously. Because interpretation of this area of law may continue to change, landlords are advised to verify the sufficiency of any criminal background checking criteria with a qualified attorney before implementation.

 \checkmark Certain court judgments against you may result in denial of your application. If, in the last \underline{X} years, you have been through a court-ordered eviction, or had any judgment against you for financial delinquency, your application will be denied. This restriction may be waived if there is no more than one instance, the circumstances can be justified, and you provide a qualified co-signer on your rental agreement.

Although, in most cases, you may turn down applicants who have been through a recent court-ordered eviction, we recommend maintaining flexibility for some instances. After all, some evictions are not deserved. It also seems inherently more fair to give people who have made a single mistake the chance to improve.

✓ **Poor credit record (overdue accounts) may result in denial of your application.** Occasional credit records showing payments within __ to __ days past due will be acceptable, provided you can justify the circumstances. Records showing payments past __ days are not acceptable.

If you are renting property, you are effectively making a loan of the use of your property to your tenant. Banks may deny loans on the basis of poor credit. You don't have to loan the use of your property either. You may also want to have exceptions for specific types of bills. For example, you might wish to allow exceptions if the only unpaid bills are for medical expenses. However, regardless of what other exceptions you define, remember that it is a poor idea to accept tenants who have a history of not paying previous landlords. If they didn't pay the last landlord, they may not pay you either.

- ✓ **Poor references from previous landlords may result in denial of your application.** You will be turned down if previous landlords report significant complaint levels of noncompliance activity, including but not limited to:
- Repeated disturbance of the neighbors' peace.
- *Gambling, prostitution, drug dealing, or drug manufacturing.*
- Allowing persons not on the rental agreement to reside on the premises.
- Damage to the property beyond normal wear for which timely reimbursement by the tenant was not provided.
- *Violence or threats against landlords, other tenants, or neighbors.*
- Disabling a smoke alarm or carbon monoxide detector.
- *Smoking inside a rental home governed by a no-indoor-smoking rule.*
- Failure to give proper notice when vacating the property.

¹ Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions, April 4, 2016, U.S. Department of Housing and Urban Development, www.hud.gov.

Also, you will be turned down if a previous landlord would be disinclined to rent to you again for any reason pertaining to lease-violating behavior of yourself, your pets, or others allowed on the property during your tenancy.

✓ There is a \$X earnest deposit, conditionally refundable. If you are accepted, the deposit will be applied to your security deposit. If you withdraw your application after we have incurred screening expenses, we will not refund your deposit. In all other cases, the deposit will be refunded.

The purpose of charging the earnest money deposit (or an applicant screening fee) is not to make money but to better ensure that every applicant who does apply is committed to renting the unit. This can reduce the odds of your wasting time and money screening those who are not planning to rent. Also, this requirement may discourage some people involved in illegal activity from applying. See the discussion on page 16 for more on this topic.

✓ We will accept the first qualified applicant.

In the interests of ensuring that you meet the requirements of Fair Housing law, this is the best policy to set. Take applications for tenancy in the order received, noting the date and time on each application (or, as is often the case, on each set of applications for one tenancy when more than one adult applies to share the same tenancy). Start with the first set of applicant(s). If the applicant(s) meets your requirements, go no further and offer the unit to the first applicant(s). This is a fair approach, and it helps make sure that you do not introduce inappropriate reasons for discriminating when choosing between two different, qualified sets of applicants.

RENTAL AGREEMENT

Some landlords post a copy of the rental agreement next to their screening requirements. Others offer a copy to all who wish to review it. The key is to make sure that each applicant is aware of the importance you place on the rental agreement. In addition, you may want to set a procedure to ensure that every applicant is aware of key elements of the agreement that limit a tenant's ability to allow others to move onto the property without the landlord's permission. One approach:

If you are accepted, you will be required to sign a rental agreement in which you will agree to abide by the rules of the rental unit and/or apartment community. A complete copy of our rental agreement is available for anyone who would like to review it. In particular, in addition to other important requirements, please note that your rental agreement will:

- Require that you prevent all household members, guests, and visitors from engaging in any lease-violating behavior.
- Forbid you, any member of your household, or your guests, from engaging in illegal drug use, sale, manufacture, distribution, or other criminal activity on or near the property.
- Limit your ability to allow guests to stay for long periods without the advance permission of the landlord.
- Forbid (or allow) smoking inside the dwelling unit. (See page 26 for discussion about this rule.)
- Provide that serious or repeated violations of the lease requirements on these items, or any other item addressed by the rental agreement, will result in termination of your rental agreement.

Please read the entire rental agreement carefully, as we take each part of the agreement seriously. The agreement has been written to help us prevent activity that disturbs the peace of the community, promote

respectful neighborhood behavior, and to help make sure that our tenants are given the best housing we can provide.

OTHER FORMS AND PROCEDURES

At this point, you may want to post information, as applicable, about waiting list policies, security deposits, prepaid rent, pet deposits, check-in/check-out forms, smoke detector compliance, and other issues relating to rental of the unit.

Regarding "Borderline" Applicants

The preceding criteria include a number of examples where exceptions are made in borderline cases if the applicant can provide a co-signer. Alternately, some flexibility can also be introduced by setting rules that require borderline applicants to provide larger deposits or more prepaid rent. Introducing such flexibility to your application process can make sure, for example, that you do not turn down good applicants who have a single, justifiable problem on their credit report. Use of such borderline conditions can result in a fairer process for your applicants as well. As with all aspects of managing rental housing, apply your policies for borderline applicants consistently regardless of the protected class of the applicant.

Application Information: What to Include

The best approach is to avoid reinvention of the wheel; contact a local legal publishing company, a rental housing association, or your own attorney for copies of appropriate forms. Use forms that are tailored to laws and practices in Pennsylvania and Bethlehem, as opposed to generic forms sold nationally.

- 1. These requirements, and others, will be on many standard forms:
 - Full name, including middle and any previous names, aliases or nicknames used.
 - Date of birth.
 - Driver's license or other government-issued photo I.D. number and issuing state, country, or other government agency.
 - Social Security number (you'll need it for the credit check).
 - Name, date of birth, and relation of all people who are going to occupy the premises.
 - Name, address, and phone number of past two landlords (or more if necessary to meet your rental history requirements).
 - Income/employment history for the past year. Income/salary, contact/supervisor's name, phone number, address. If self-employed, ask for copy of business license, tax returns, bank records, or client references.
 - ▶ Additional income it is only necessary to list income that the applicant wants included for qualification.
 - Bank references.
 - AS APPROPRIATE: Name and phone number of a person to call in case of emergency; information about pets and deposit rules; other information required for application.

- 2. The following questions are not typically on standard forms, but could be added.
 - "In the last [X] years, have you, or any other person named on this application, been convicted for dealing or manufacturing illegal drugs?" (You could also ask about other types of crimes that would constitute a threat to the health, safety, or welfare of other tenants, the landlord, the property, or neighbors person crimes, sex offenses, burglary, financial fraud and many other types of crimes would be included in this category.)
 - During the last [X] years have you or any person named on this application...
 - ✓ Allowed unauthorized occupants (persons whose occupancy is not permitted by a rental agreement) to move into rental property with you?
 - ✓ Kept an unauthorized pet at rental property?
 - ✓ Disabled a smoke alarm for longer than 15 minutes?
 - ✓ Smoked indoors at rental property where indoor smoking was not permitted?

Of course, if they do have a history of criminal or other lease-violating behavior, they may not tell the truth about it. However, if you discover they have lied, you have appropriate grounds for denying the application or, with the right provision in your lease, terminating the tenancy at a later date should you find out about the past behavior after the applicant has moved in.

About Fees and "Application Deposits"

Some landlords charge an application fee to defray the cost of screening. Others require an earnest money deposit at the time of application to make sure the applicant is serious about renting the unit. While policies vary, most stipulate that if the applicant is accepted, but chooses not to rent the apartment, the fee or deposit will not be refunded. The value of charging a fee or collecting a deposit with the application is preventive:

- Fees and deposits can promote "self-screening." People who are planning illegal activity may recognize your charging a fee as further indication of your commitment to screen carefully. Further, such a policy can discourage those who plan on filling out multiple applications, waiting to start illegal activity with whichever landlord accepts them first.
- Fees and deposits can save time. You will spend less time screening people who then decide not to rent
 from you. Also, with a financial commitment involved, an applicant might take an extra few minutes to
 make sure every line on the application is filled in completely and accurately, making your verification
 process that much easier. Your best investment of the time you save? Spend it screening each applicant
 more thoroughly.

Charging an earnest money deposit, or an application fee, is not for everyone. In addition, because of the potential for abuse, take time to ensure your approach does not make it more difficult for honest applicants to find housing. In that regard, we suggest the following approach as a fair "earnest fee" policy:

- 1. Keep it reasonable. For example, charge enough to cover the direct out-of-pocket costs of screening a single applicant, but not more (e.g., the cost of a credit check or the amount you pay a screening company to run credit, criminal, and rental history checks). Remember, the major value in charging an application fee, or collecting a deposit, is to make sure the applicant is committed to renting the unit. The fee won't necessarily cover all costs you incur to screen applicants.
- **2. Keep it fair.** A commonly implemented approach is to accept application fees from the first set of applicants for tenancy only. Let the applicant(s) who are second in line know that you will request the

screening fee should you turn down the first applicant(s) who applied. If you do collect screening fees from multiple sets of applicants (*not* a recommended policy) return the money to all applicants who were not accepted. After all, if applicants who are not selected for tenancy must give up money simply because a landlord picked a different set of applicants, the cost of just *finding* housing can become prohibitive. Again, the better policy is to collect fees only from the applicant(s) who are first in line.

For more information about fee and deposit policies, as well as guidance on appropriate forms to use, contact a local property management association or an experienced landlord-tenant attorney. For those who are running multifamily units, you may also wish to consult those same sources about a related issue: how to implement a fair waiting list policy for qualified applicants who are willing to wait for an available unit.

How to Verify Information

Some landlords are surprised to receive calls from other landlords inquiring about the quality of a past tenant. Apparently it doesn't happen often enough. As one landlord put it, "You can spend \$100 in time and money up front or be stuck with thousands later." As another put it, "99% of these problems can be avoided through effective screening. There is no better investment you can make."

As you review the following list, keep in mind that you will not have to do every step for each applicant, but the basics, written in **bold** letters, should be done every time. If you implement no other recommendations in this manual, implement these:

- 1. Compare the I.D. to the information given. Make sure the photo I.D. matches the applicant and the information matches that given on the application form. If the picture, address, and numbers don't match the application information, find out why you may have cause to turn down the application. Unless obvious inconsistencies can be explained and verified to your satisfaction, you don't have to rent to the applicant.
- 2. Have a credit report run and analyzed. A credit report will provide independent verification of much of the application material. You can find out about past addresses, court ordered evictions, credit worthiness, past due bills, and other information. The reports are not foolproof, but they provide a good start. Here are your options:
 - Join a credit bureau directly. If you are managing a number of units and are likely to be screening multiple applicants every month, you may find it cost-effective to join a credit bureau directly and spend the time to learn how to interpret their reports. While this is an option, note that many large management companies contract with applicant screening firms to gain the benefit of their outside expertise.

Or:

Have a third party pull the report and offer interpretation. If you are not screening a sufficient volume of applicants, or would like assistance in interpreting the reports, contact an applicant screening firm or local rental housing association for assistance. Services vary and you should shop for the organization that best meets your needs. At one end of the spectrum are organizations that handle the entire applicant screening process for you. At the other end are organizations that simply pull the reports and send you a copy. There are many variations in between. Our primary caution is to avoid the many organizations that can be found online that essentially offer nothing but Internet-based searches of public records. Go with professional tenant screening companies that can pull credit checks as well as, typically, more comprehensive criminal background information.

It is important to set up your relationship with your screening company before you begin accepting rental applications. For example, it is likely that the screening company will require specific information from the applicant, along with signature releases, before they can help. Also, unless you meet the screening organization's rules for data security at your location, it may be the case that the screening company will not share the credit report with you directly, but instead review it and then advise you as to whether the information on the credit report is consistent with the minimum criteria you have specified.

- **3. Independently identify previous landlords.** The most important calls you make are to the previous landlords. The best indicator of a tenant's future behavior is his or her past behavior. To begin, verify that the applicant has given you accurate information:
 - Verify the past address through the credit check. If the addresses on the credit report and the application don't match, find out why. If they do match, you have some verification that the tenant actually lived there where indicated.
 - Verify ownership of the property through the tax rolls. A call (or online search) to the county tax assessor will give you the name and address of the owner of the property that the applicant previously rented. In both Northampton and Lehigh Counties, for example, you can look up property information online through their assessment offices. If the name matches the one provided by the applicant, you have the actual landlord.
 - If the name on the application doesn't match with tax rolls, it could still be legitimate sometimes tax rolls are not up-to-date, property has changed hands, the owner is buying the property on a contract, or a management company has been hired to handle landlord responsibilities. But most of these possibilities can be verified. If nothing else, a landlord who is not listed as an owner on the tax rolls should be familiar with the name of person who *is* listed, so ask when you call.
 - If possible, cross-check the ex-landlords' phone numbers through an online search. This may uncover the possibility of an applicant giving the right name, but a different phone number (e.g., of a friend who will pretend to be the ex-landlord and vouch for the applicant). If the owner's number is unlisted, you will have difficulty verifying the accuracy of the number provided on the application.

Now you have verified the landlord's name, address, and perhaps even phone number. If the applicant gave you information that was intentionally false, deny the application. If the information matches, call the previous landlords.

Remember, if the applicant is currently renting somewhere else, the current landlord may have an interest in moving the tenant out and may be less inclined to speak honestly. In such an instance, your best ally is the landlord before the current one, who is no longer involved with the tenant. For your own protection, be sure you locate and talk to a past landlord with no current interest in the applicant.

4. Have a prepared list of questions that you ask each previous landlord. Applicant verification forms, generally available through rental housing associations or legal publishing companies, give a good indication of basic questions to ask. You may wish to add other questions that pertain to your screening criteria. In particular, many landlords we spoke with use this question: "If given the opportunity, would you rent to this person again?"

Also, if you suspect the person is not the actual landlord, ask about various facts listed on the application that a landlord should know: The address or unit number previously rented, the zip code of the property, or the amount of rent paid. If the person is unsure, discourage requests to call you back. Instead, offer to stay on the line while the information is looked up.

- 5. Get co-signers if necessary. If the applicant meets one of your defined "borderline" criteria (such as having rented from a relative previously) and you have posted the appropriate rule, require that a co-signer apply with the applicant. Verify the credit and background of the co-signer just as you would a rental applicant. To ensure the legal strength of the co-signing agreement, you may wish to have your attorney draw up a document for such purposes.
- 6. Verify income sources. Call employers and other contacts using phone numbers verified from online searches. If an applicant is self-employed, get copies of bank statements, tax returns, business licenses, or a list of client references. Don't cut corners here: Some individuals involved in illegal activity may appear quite successful, but may not be able to verify their income with tax returns, bank statements, or references from established clients.
- 7. Consider checking for criminal convictions. The process for obtaining criminal background information will vary by jurisdiction, but you typically have the right to obtain such information. Outcomes of court proceedings are generally public record and as such can be obtained through the local court system. Note, however, that many law enforcement agencies may not be able to disclose information about criminal background. If your local police tell you they cannot release information, this doesn't necessarily mean the information is unavailable. It may only mean that the information is not available through that channel. Again, you may need to go directly to court records to obtain the information you need. In some areas the information is available online through local court websites. Also, of course, if you are using a tenant screening company, they should be skilled in how to find such information for you.

Your chances of getting verifiable information are best if you have the applicant's name, date of birth, Social Security number, and current address. One source of statewide information in Pennsylvania can be found through the state's Pennsylvania Access to Criminal History (PATCH) website at https://epatch.state.pa.us.

One cautionary note: Based on an interpretation of Fair Housing laws, many attorneys advise that conviction, but *not* arrest, may be used as a basis for rejecting an applicant. Patterns of arrest have proved to be discriminatory against protected classes and, as such, would be inappropriate to use as a screening criterion. For more on this issue, see additional discussion of the topic on page 9 and make sure you have legally sufficient justification for the types of convictions you consider disqualifying as described under the topic on page 12.

Finally, resist the urge to rely too heavily on this screening technique. Many people who are engaged in illegal behavior have not yet been convicted of a crime.

8. Verify all other information according to your screening criteria. Remember, before you call employers, banks, or other numbers listed on the application, verify the numbers through local phone directories or online search.

Screening Prospective Employees

Many rental owners hire employees to assist with tenant screening, routine maintenance, or other tasks. It is critical that resident managers and other "agents" of the landlord be screened even more thoroughly than applicants for tenancy. In general, when an employee breaks the law while on duty, both the employee and the employer can be held responsible by the harmed party. When the employee violates an element of rental housing law, the liability you will hold for employee misbehavior should be reason enough for extra screening efforts.

One screening tool you should consider very seriously for job applicants is a criminal conviction check, even if you don't check criminal backgrounds on prospective renters. Once property managers are hired, make certain they are trained in effective applicant screening, along with the warning signs of dishonest applicants. Also, be sure they understand, and follow, the requirements of Fair Housing laws.

How to Turn Down an Applicant

In general, if you have posted fair rental criteria and you screen all applicants against those criteria, you may safely reject an applicant who does not meet your guidelines. Opinions vary regarding the amount of information that is required to be given to an applicant who is denied a rental unit. (Note: if you are managing public housing or publicly-subsidized units, your disclosure requirements may be greater than the ones described here.) We recommend, at the minimum, following the guidelines defined by the federal government in the Fair Credit Reporting Act for denial of credit.

The following is intended as a general overview of how it works for two different types of applicant rejections. See the law itself for an exact description: 1

If the rejection is based on information, in whole or in part, from non-paid sources (the word of a previous landlord, for example): While you are not required to disclose immediately your reason for rejecting applicants in these situations, you are required to advise applicants of their right to submit, within 60 days, a written request for that information and their right to a response from you, within a reasonable period of time, disclosing the nature of the information upon which the adverse decision was made.

Sample phrasing: "Based on a check of information you provided in your application, you do not meet our posted rental criteria. If you have questions about this decision, you may submit a request in writing to (your name and address) within 60 days, and we will explain the basis for the decision within a reasonable period of time."

Of course, if you receive such a request, then report the nature of the information upon which the adverse decision was based. Again, if your screening criteria are free of illegal discrimination and you have applied your criteria consistently, then you may safely reject applicants who do not measure up.

Note this small additional requirement if the rejection is based on information from a person who is your "affiliate" (e.g., a co-worker or co-owner): The process is identical to that described above, except that the required response time is specifically stated: 30 days or less from the date the landlord receives the rejected applicant's written request.

Of course, when possible, keep it simple. For example, if you are turning down an applicant simply because you accepted an earlier applicant, just say so. Or, if one look at the application indicates that the person doesn't have nearly enough income to rent the unit, don't make the applicant wait a week to find out; just say so.

If the rejection is based, in whole or in part, on information from a credit report, screening company, or other organization that you pay to provide screening information: Because of the potential for abuse of, or misinformation in, credit reports, the Fair Credit Reporting Act requires that very specific information be provided to applicants who are rejected based on information obtained from a "consumer reporting agency." While the information may be provided orally, it is a good idea to give written notification just to make sure you are in full compliance with the Act. The following is only

¹ Contact the Federal Trade Commission by phone at (202)326-3128, or by mail at: 6th Street & Pennsylvania Ave., NW, Washington, DC 20580. A full copy of the text of the FCRA can be obtained at www.ftc.gov.

intended as a brief orientation. The screening company, or other consumer reporting agency, you work with should be able to answer your questions and provide you with a simple, written form to help ensure you are in full compliance with the Act.

In situations where adverse decisions are based, in whole or in part, on information from a consumer credit report, a landlord is *required* to provide the rejected applicant all of the following information:

- ✓ Notice of the rejection. For example: "Based on information we have received from your credit report (or other paid source) you do not meet our written rental criteria and we have therefore chosen to deny your application for tenancy."
- ✓ Disclosure of any numerical credit score used in taking any adverse action based in whole or in part on information in a consumer report. Additional specific information about any credit score so used such as key factors that affected the score, when the credit score was created, and the range of possible credit scores under the model used.
- ✓ The name, address and telephone number (including a toll-free number if the agency is one that keeps nationwide consumer files) of the consumer reporting agency used that furnished the information.
- ✓ That the consumer reporting agency did not make the decision to reject the applicant and therefore it is likely that they will not be able to explain the reason for the adverse decision.
- ✓ That the applicant has the right to contact the consumer reporting agency within 60 days to receive a free copy of their report.
- ✓ That the applicant has the right to dispute the accuracy or fairness of information in a consumer report furnished by the consumer reporting agency.

Direct applicants to get a copy of their consumer report directly from the credit reporting agency, rather than, for example, providing the applicant with a photocopy of the report you received. Again, in the interests of proving you have met disclosure requirements, you may want to hand out an information sheet with the disclosure process described and appropriate addresses provided. Contact a local property management association or landlord-tenant attorney for more details.

The preceding discussion is not intended to be a complete description of all requirements. Your best bet may be to work with your screening or credit reporting agency to make sure you provide all appropriate disclosures.

Other Screening Tips and Warning Signs

The following are additional tips to help you screen applicants. You should also be familiar with the warning signs described in the chapter on *Warning Signs of Drug Activity*.

• Consider using an "application interview." Some landlords have conduct a brief oral interview, often at the same time they accept the written application. Landlords who use this approach find it has these advantages: First, applicants don't know which questions are coming, so it is harder to make up a story — something that shouldn't bother an honest applicant, but may uncover a dishonest one. Second, the landlord has the opportunity to watch responses and take mental notes of answers that seem suspicious. For example, honest applicants usually know their current phone number or middle name without having to look it up.

The interview involves, at minimum, making sure the applicant can repeat basic information requested on the application form without reading it. For example, the landlord might ask the applicant to verify his

or her full name, current phone number, current address, and other pieces of information that applicants are typically familiar with without having to look them up.

As with all policies you set, if you decide to do application interviews, you should include a commitment to making reasonable accommodations for those who cannot comply due to status in a protected class — e.g., a disability that causes a speech problem, or possibly language skills associated with a particular national origin.

If you choose not to use an interview approach, at minimum observe the way the application is filled out. Applicants may not remember the address of the apartment they were in two years ago, but they should know where they live now, or just came from. Generally, honest applicants can remember their last address, the name of their current landlord, and other typically "top-of-mind" facts about their life.

• Watch for gross inconsistencies. When an applicant arrives in a brand new, luxury sports car and fills out an application that indicates a very low income, something may not be right. There are no prohibitions against asking about the inconsistency or even choosing to deny the applicant if the style of living is grossly inconsistent with the stated income. You may also deny the applicant for other reasons that common sense would dictate are clearly suspicious (credit reports can also reveal such oddities — for example, if the applicant is paying out much more per month to service credit card debts than the applicant is taking in as income, something isn't right). Many don't realize it, but unless such a decision would cause a disproportionate rejection of a protected class (e.g., race, color, religion, and others) the law allows room to make such judgment calls.

While you may not discriminate on the basis of race, color, religion, sex, disability, national origin, familial status (the presence of children), ancestry, age, sexual orientation, gender identity, gender expression, marital status, or genetic information, you may discriminate on the basis of many other factors, provided the effect is not a disproportionate denial of a protected class. If you deny the applicant for such a reason, record your evidence and the reason for your decision. Be careful when making decisions in this area, but don't assume your hands are tied. The law is written to prevent discrimination against protected classes. You are not required to look the other way when gross inconsistencies are apparent.

• Be aware that people involved in illegal activity may use "fronts" to gain access to your property. You may rent to someone who has an acceptable rental history and no record of illegal activity, yet once that person moves in other acquaintances or family members move in and cause property damage or engage in other nuisance or criminal behaviors. In some cases, the people you thought you rented to don't move in at all; after using their good references to rent the unit, they give the key to drug dealers, for a fee. Across the nation, it is the permission given by tenants to guests and others who have not signed the rental agreement that causes some of the greatest degradation in the quality of life in rental housing communities — both public and private.

Warning applicants that they will be held accountable for their guests, and then enforcing such a requirement with your tenants, is a cornerstone of protecting your property and the surrounding neighborhood. Make sure your tenants know that they must control their guests, and if they cannot, they should ask for help quickly. Further, most rental agreements specify that only people named on the agreement are allowed to use the unit as their residence and that, while tenants may have guests or visitors stay for a reasonable period, they may not allow others to move in without the landlord's permission. Make sure such a stipulation is in your rental agreement and point it out to all applicants, emphasizing that having another person move in requires submitting that person's application and allowing you to check references before permission may be granted.

If you make it clear you are enforcing these rules only to prevent illegal activity, you may discourage potential problem tenants from applying while reassuring renters that your practices will help

encourage property safety. You may further calm concerns of responsible renters if you are able to assure them (subject to reasonable and fair occupancy limits and the opportunity to screen proposed additional occupants) that you will not raise the rent because an additional person moves in. For more about this issue, see the chapter on *Rental Agreements*.

- Watch out for Friday afternoon applicants who say they must move in that very weekend. People planning illegal activity know that you may not be able to check some references until Monday, by which point they will already be in the home. Tell the applicant(s) to find a hotel or a friend to stay with until you can do a reference check. Could it cost you some rent in the short run? Yes. Will it save you money in the long run? Absolutely. Ask any landlord who has dealt with criminal activity in a rental unit. It is worth avoiding.
- Observe the way applicants look at the unit. Do they look in each room? Do they ask about other costs, such as heating, garbage service, and others? Do they mentally visualize where the furniture will go, which room the children will sleep in, or how they'll make best use of the kitchen layout? Or did they barely walk in the front door before asking to rent, showing a surprising lack of interest in the details? People who are planning an honest living care about their home and often show it in the way they look at the unit. Some who rent for illegal operations forget to pretend they have the same interest. (Also, if the applicant shows little interest in any of the property except the electrical service, take note. Both meth labs and marijuana grow operations can include rewiring efforts.)
- Consider alternate advertising methods for your property. Houses that are within a few miles of colleges
 or business parks may be desirable housing for students or professionals. Some landlords have found
 success in posting advertising at such locations, thus targeting people who already have a credible
 connection with the community.
 - If you consider such an approach, keep in mind that Fair Housing laws apply in all aspects of managing rental housing, including advertising selection. Advertising through community colleges only may be acceptable, because such colleges typically enroll a broad cross-section of the community. However, it would be inappropriate, for example, to advertise exclusively through a church newsletter or through the newsletter of a private club whose membership is not representative of the greater community. Such approaches could set up patterns of inappropriate discrimination. Either expand your media selection or change it altogether to make sure you are reaching a fair cross-section of the public.
- Consider driving by the tenant's current residence. Some property managers consider this step a required part of every application they verify. A visual inspection of applicants' current residence may tell you a lot about what kind of tenants they will be.
- Announce your approach in your advertising. Some landlords have found it useful to add a line in their advertisements announcing that they do careful tenant screening or that they run credit checks. The result can be fewer dishonest applicants choosing to apply. Select your phrasing with care. Do not use expressions that in your community might be interpreted as "code" for telling a protected class that they need not apply. Again, it is important to make sure that the opportunity to apply for your units, and to rent if qualified, is open to all people regardless of race, color, religion, sex, disability, national origin, familial status, ancestry, age, sexual orientation, gender identity or expression, genetic information, or marital status.

As a general rule, when you write for-rent advertising, you are on safer ground describing characteristics of the rental unit and avoiding describing the imagined tenant: "One-bedroom apartment" is fine; "bachelor apartment" is not. Also, avoid descriptions that may imply a preference for one class over another: "Next to the park" is fine; "next to the church (or mosque or temple)" is not.

RENTAL AGREEMENTS

Get it in writing.

ADVICE WE WERE GIVEN:

"We've solved a lot of problems by using the right paperwork at the beginning of the rental term. It improves our legal position and lets the tenant know we are serious from the start."

The Basics

Minimize misunderstandings between you and your tenant, thus building a basis for clean and fair problem resolution down the road.

Use a Current Rental Agreement

Many property managers continue to use the same rental agreements they started with years ago. Federal and state law can change yearly, and case law is in constant evolution. By using an outdated rental agreement, a landlord may be giving up important rights. If a problem tenant chooses to fight in court, an outdated rental agreement could cost the landlord the case. Therefore, it is important to start by making sure you have a lease that is consistent with current Pennsylvania law. Work with your own landlord-tenant attorney or a real estate or property management organization for additional guidance.

Also, remember that while the terms of your rental agreement are important, even the best rental agreement is not as valuable as effective applicant screening. *The most important part of any rental agreement is the character of the people who sign it.* No amount of legal documentation can replace the value of finding responsible tenants.

Elements to Emphasize

Inspect the rental agreement you use to see if it has language addressing the following provisions. If they are not in the rental agreement, consider adding them. To gain the most prevention value, you will need to point out the provisions to your tenant(s) and communicate that you take your rental agreement seriously. This list is not at all comprehensive. It only represents elements that are occasionally overlooked and that can be helpful in managing behavior sometimes associated with nuisance or criminal activity.

- 1. Subleasing is not permitted without prior approval of the landlord. Pennsylvania law does not prohibit subletting, but does allow the landlord to do so. In other words, *unless* your rental agreement specifies otherwise, your tenants have the right to sublet to whomsoever they please. Make it clear that the tenant cannot assign or transfer the rental agreement and may not sublet the dwelling unless the sublease candidate submits to the landlord a complete application and passes screening criteria.
 - You must maintain control over your property. Too often the people who engage in the problem behavior are not the ones you originally rented to. This provision will not stop all efforts to sublease, but it may prevent some and will put you in a stronger position if you have to deal with a problem subtenant.
- 2. Only those people listed on the rental agreement are permitted to occupy the premises. If the tenant wants another adult to move in, that person must submit a completed application and pass the screening criteria for rental history. To enforce this rule effectively, you may need to define the difference between a "guest" and a "resident." Since tenants are within their rights to have guests stay for a "reasonable period of time," it is not appropriate for landlords to set rules that attempt to prevent

the occasional overnight guest. However, it is appropriate for landlords to place limits on the ability of the tenant to have adults establish their residence at the rental without permission.

Check with a local property management association or your own legal advisor before setting this criterion. Assuring your tenant that you take this clause seriously may curb illegal behavior by others. Having the stipulation spelled out in the rental agreement will put you in a better legal position should that become necessary.

3. The tenants are responsible for conduct on the property. Tenants should understand that they will be held responsible for the conduct of themselves, their children, and all others on the premises under their control. Generally speaking, landlord-tenant laws are designed to allow the tenant the same "my home is my castle" right to privacy as that enjoyed by any owner-occupant. However, with the right to private enjoyment of the "castle" comes the responsibility to control what goes on there. Most landlord-tenant laws address this issue, but spelling it out in the rental agreement may help as well.

For people who plan to "front" for illegal activity, this underscores the point that they will be given as little room as possible to protect themselves by claiming that acquaintances, and not themselves, were involved in the activity. Phrasing on this provision should be done with care: You may not go so far as to hold victims responsible for the behavior of people who abuse or intimidate them into silence.

4. The landlord may enter and inspect the premises on reasonable notice at reasonable times. Pennsylvania law is silent on a landlord's right to enter the unit — whether it be to conduct a maintenance inspection, make repairs, show the property to prospective purchasers, or for other property management reasons. This doesn't mean that a landlord doesn't have the right to do so, but it does mean that it is a good idea to spell out such a right in the rental agreement.

Landlords may safely establish rules that permit periodic maintenance inspections of their rental units so long as certain common-sense guidelines are observed. For example, landlords typically give at least a 24-hour notice, enter only at reasonable times (for example, between 8:00 a.m. and 8:00 p.m., Monday through Saturday), and avoid doing so with such frequency that it unreasonably inconveniences — or even harasses — the tenant. Landlords typically reserve the right to enter without notice in the event of an emergency — common examples are flooding, fire, and medical emergencies.

Periodic maintenance inspections by the landlord are beneficial to good tenants and also help in the management of problem behavior. As discussed in the chapter on ongoing management, a regular inspection program is an important part of responsible property management and it has the added benefit of discouraging certain types of problem behavior as well. For example, tenants will be less likely to believe they can get away with damaging property if they know their landlord conducts maintenance inspections.

5. The tenant will not unduly disturb the neighbors. Make it clear that the tenant will be responsible for making sure that all persons on the premises conduct themselves in a manner that will not interfere with the neighbors' peace. The issue here is not the occasional loud party. The issue is prevention of chronic nuisance behavior that can severely impact a neighborhood if left unchecked.

What does disturbing the neighbors have to do with criminal behavior? It doesn't necessarily. But we know that managers who attend to their own obligations and require tenants to meet theirs are far more effective in preventing illegal activity than are those who take little or no action as complaints of noncompliance roll in. It is almost never the case that a criminal's first observed, evict-able offense is felony-level criminal behavior.

- 6. Tenant shall comply with all applicable law (e.g., federal, state, county, city). While a generic statement that all laws must be followed may be enough to cover the issue contractually, there is a behavior-management benefit in further spelling out specifics, such as the prohibition against disturbing the peace described above. Also, it is important to recognize that, in various instances, laws spell out minimum behavior requirements while a landlord may require a higher standard of behavior than implied by the law.
- 7. No illegal activity. Make it clear that the tenant must not allow illegal drug activity, other criminal behavior, or allow other activities on or near the premises that constitute violations of applicable law, including any chronic nuisance codes. Such behaviors are already illegal, but spelling it out never hurts. In addition, it is relevant to keep in mind that Section 250.505-A of Pennsylvania's Landlord and Tenant Act of 1951 effectively defines illegal drug activity as a breach of condition of the lease, and as grounds for removal of a tenant, as if such prohibitions were in every lease.
- 8. Tenant will keep unit clean, dispose of waste appropriately, cause no damage beyond normal wear and tear, notify landlord of needed maintenance or repairs, and meet other responsibilities of tenant required by law. While a listing of tenant responsibilities should be covered by any rental agreement, it is particularly important in Pennsylvania to make sure such language is included in a written rental agreement because a landlord's ability to manage tenant behavior is especially dependent on the lease language. Specifically, a landlord may terminate a lease (other than for termination of the term), for either nonpayment of rent or forfeiture of the lease for breach of its conditions, but Pennsylvania law does not expressly spell out that a lease may be terminated for violation of tenant responsibilities that are defined in law. Therefore, requiring fulfillment of tenant responsibilities in the lease is important in order to ensure that landlord-tenant rights and responsibilities, and the mechanism for enforcing those rights and responsibilities (the lease), are connected. One example, that would cover a number of the suggestions provided in this list of elements-to-emphasize is to include the language from Section 250.503-A of the Pennsylvania Landlord and Tenant Act of 1951, which states as follows:

Tenant's duties

The tenant shall comply with all obligations imposed upon tenants by applicable provisions of all municipal, county and Commonwealth codes, regulations, ordinances, and statutes, and in particular, shall:

- (1) Not permit any person on the premises with his permission to willfully or wantonly destroy, deface, damage, impair, or remove any part of the structure or dwelling unit, or the facilities, equipment, or appurtenances thereto or used in common, nor himself do any such thing.
- (2) Not permit any person on the premises with his permission to willfully or wantonly disturb the peaceful enjoyment of the premises by other tenants and neighbors.
- 9. Indoor smoking is not permitted. While some landlords forbid smoking everywhere on the property (that is, both indoors and outdoors), the more common practice for those who limit smoking more than is required by law is to forbid all indoor smoking, including inside the dwelling unit. Here's why: Such rules are proving to reduce management costs while simultaneously offering tenants an amenity that the great majority desire. For landlords, the policy helps prevent the expense of cleaning up after indoor smoking, saves time associated with repairing damage from carpet and counter burns, and reduces the potential cost and liability associated with the fire hazards involved. In multifamily property, rules that forbid indoor smoking (along with outdoor smoking within a defined distance of any building) help

¹ See Section 250.501(a) of the Pennsylvania Landlord and Tenant Act of 1951.

reduce tenant-to-tenant disputes over secondhand smoke and increase the stability of the tenant population by offering the benefit of cleaner air in every home.

Equally, for the great majority of tenants "smoke-free" housing is considered a substantial benefit, even by many of those who have a smoker in the household. In short, much has changed since the days when indoor smoking was considered routine or even a right. For example, today most smokers no longer smoke inside their homes. Market research conducted in multiple states on the subject¹ indicates that the great majority of tenants, regardless of income, prefer a rental unit where the landlord does not permit indoor smoking and many will avoid rentals where adjacent tenants are allowed to smoke. In other words, because tenants want it, it is a competitive advantage for landlords who offer it.

Please note: If you allow outdoor smoking, be sure to provide proper receptacles (non-combustible material and tip-proof). Careless outdoor smoking (tossing cigarettes into flower beds, brush, or bark dust) is another common cause of residential fires.

Finally, of course, there is an indirect, but significant, benefit of this rule to the prevention of illegal activity. People contemplating illegal activity are often more attracted to property where rules appear lax and are less attracted to property where owners and managers have taken the time to set standards that go beyond the minimums found in many rental agreements.

- 10. Consider other provisions that may help in specific circumstances. Landlords are sometimes surprised to discover that a range of additional lease requirements can be used that may not be in common usage. To be sure, there are important limits to what can be included in a lease: You may not, for example, include a rule that would have a disparate impact on one protected class over another or a clause that would attempt to absolve a landlord of various responsibilities defined in law. That said, in much the same way landlords will regulate, limit, or forbid the otherwise legal activities of subletting or smoking, there are other activities a landlord may regulate as well. Examples:
 - A landlord might set a rule that would help discourage (or make it easier to take enforcement action on) large, out-of-control parties (for example, no kegs on the premises, no underage drinking).
 - You may set your own, reasonable, additional restrictions on noise-related issues, such as forbidding noise that can be heard on an ongoing basis outside of a rental unit between the hours of 10:00 p.m. and 6:00 a.m.
 - ▶ Landlords with driveways or parking lots will sometimes require automobile registration with the landlord e.g., no parking on site without first providing proof of having valid registration, insurance, and driver's license.
 - In situations where housing is located near colleges, universities, or similar situations, review the code of conduct as it applies to students and staff at the local institution and compare it with your lease. While community-impacting behaviors prohibited by such codes are generally similar to the types of behaviors prohibited by a well-written lease, there may be value in adjusting your rules (for all tenants, regardless of formal relationship with a local university) to align sufficiently to prevent conflicting messaging about expectations.

¹ Research conducted by Campbell DeLong Resources, Inc. in four states. Similar research conducted by state and local health departments in various other states. "Smoke Free Housing Toolkit" available from HUD, based in part on research referenced at: http://portal.hud.gov/hudportal/HUD?src=/smokefreetoolkits1.

Lease Addendum Forbidding Illegal Activity

Many rental owners have begun to attach an addendum to their rental agreements spelling out specific crimes under state and local law that will be considered violations of the lease. Before using such an addendum, have your attorney review it. While the behaviors proscribed in such addenda are generally already against the law, spelling them out as prohibited in the lease may allow you additional legal choices should you have to evict tenants for allowing or conducting criminal behavior. Even more important, announcing your commitment to maintaining safe housing through the use of such a lease addendum can help discourage those planning criminal activity from moving in.

Pre-Move-In Inspection

Prior to signing the rental agreement, walk through the property with the tenant and make a visual inspection together. Some landlords use check-in/check-out forms developed for the purpose; others take photographs that are then signed by both parties; and still others make a pre-move-in video with the tenant. Regardless of the approach, agree on what repairs need to be done. Write down the agreement and have both parties sign it. Make any agreed-upon repairs and document that those have been completed as well. Give copies to your tenant and keep signed and dated copies in your files.

Now, should your tenants damage the property, you have a way to prove it happened after they took possession of the unit. (Note: This also protects *tenants*. The pre-move-in inspection can prevent an unethical landlord from trying to hold a tenant responsible for problems that predated the tenancy.)

The pre-move-in inspection can reduce the likelihood of some tenants causing damage to the premises. It can also protect you against the rare case of a tenant who may attempt to block a legitimate eviction attempt by damaging the premises and then claiming that the damage was preexisting. Note also that a documented pre-move-in inspection can make it easier for the landlord to claim part of the security deposit to pay for damages or other costs beyond normal wear and tear that are typically covered by security deposits when the tenant moves out.

The other benefit of a pre-move-in inspection is that it can be an opportunity to get the relationship started on good footing. While owners of rental property are often quite knowledgeable about how to maintain property, not every tenant will have the same understanding, so take a little time to explain some basics, such as:

- ▶ The reason for a bathroom fan. Explain the value of always using the fan when the shower or bath is in use. Point out that, (assuming you are providing a unit that is clean, safe, and sanitary to begin with) that the growth of mold and mildew as a result of failing to use the fan would be damage beyond normal wear and tear.
- ▶ The value of keeping the kitchen clean and sanitary. Again, in addition to doing your part to provide an appropriately maintained unit at the start of the relationship, make sure incoming tenants understand that an important part of not attracting pests or vermin is to keep the kitchen clean and sanitary.
- Fire safety. Go over placement and testing of the smoke alarms, carbon monoxide testing devices, and use of the "hush" feature if available. Discuss kitchen fires and, for example, the importance of covering grease fires with a lid or using a properly-rated fire extinguisher (do *not* spray water on a grease fire). Go over smoking rules for the unit as well.
- Secondary escape routes. Generally, any sleeping area must have two ways out of the room, including one that goes directly to the outside. In a standard bedroom, this is usually a door that leads to a hallway and at least one window that meets code for secondary "egress" generally a window that can be

opened without keys or special knowledge and able to stay open in a manner so that an adult-size person could climb out (onto a firefighter's ladder for example). Sometimes a tenant will place furniture or stack boxes in a manner that blocks access to such escape routes. Let them know, in advance, that this is not allowed and you will be less likely to need to the deal with the issue of noncompliance later.

Resident's Handbook

Many apartment managers, as well as some single-family housing managers, provide a resident's handbook that spells out rules specific to the property being rented. Generally, property managers have found success with guidelines that restrict excessive noise levels, define behavior for common areas of the premises, and spell out rules for use of unique facilities such as pools or common laundry facilities.

In general, managers of apartments may set additional rules for those common areas that are, in effect, "occupied" by management, not tenants. For example, as the "occupant" of the common areas of an apartment complex, a manager may be able to ask police to remove visitors who are engaged in fights or other intimidating behavior taking place in the courtyard of the complex. In this instance, as in others, managers may exercise more direct, immediate control over problems in the common areas of the property than they can over problems occurring on or inside the specific, privately rented property.

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ONGOING MANAGEMENT

What to do to keep the relationship working.

COMPLAINTS WE HAVE HEARD:

"The tenant moved out and someone else moved in without us knowing it. Now we have drug dealers on the property and the courts insist they are legal tenants, even though they never signed a lease."

ADVICE WE WERE GIVEN:

"You need to follow one basic rule — you have to *actively* manage your property. The only landlords who go to court are the ones who don't actively manage their property."

"For most managers the experience is one of putting out brush fires all day long. If property managers take a more proactive approach, they will have better lease compliance, better tenant relations, avoid a lot of legal hassles, and have fewer brush fires during the day."

The Basics

Maintain the integrity of a good tenant-landlord relationship. Strengthen communications between the landlord, tenants, and neighbors. Help build a sense of community.

"Management 101"

While the material that follows in this chapter primarily focuses on meeting basic responsibilities of ongoing management, it is impossible to over-emphasize the value of a wide range of management techniques that are not so much a function of law, but of human nature. In a sense, the most important skill for successful property management is not the ability to maintain property, nor is it the dedication to ensure one's rental agreements remain up-to-date with current law, as helpful as both of those can be. Rather, it is the ability to manage people well. Good, experienced managers understand the importance of setting and reinforcing clear expectations, building an environment of mutual respect, encouraging routine open communications, modeling desired behavior, addressing problems early, and acknowledging beneficial performance.

People who are genuinely skilled in such management approaches can expect to be more successful, with better behaved and more appreciative tenants, than can those landlords who rely on the strength of law alone to ensure acceptable behavior. The desire to take uncommonly good care of another's property, to pay rent on time (or even early), and to be a good and communicative neighbor does not grow from requirements in a rental agreement alone. It is also a function of both the character of the tenants you select through screening and the tone you set in the landlord-tenant relationship throughout the tenancy. As you consider the basic management approaches described in this chapter, consider how much more effectively they can be applied in an environment where the manager has taken the time to encourage a landlord-tenant relationship based on the values of mutual respect, responsibility, and prompt, open communication.

Don't Bend Your Rules

A key to ongoing management of your property is demonstrating your commitment to your rental agreement and to landlord-tenant law compliance. Once you set your rules, enforce them. Make sure you meet *your* responsibilities, and make sure you hold your tenants accountable for meeting theirs. By the time most criminal behavior is positively identified, there is a long history of lease and landlord-tenant law violations that the landlord ignored.

There are strong parallels between this basic rule of property management and a concept in law enforcement known as "The Broken Window Theory" which is the cornerstone of an array of crime-reduction techniques based, in part, on the finding that small signs of disorder (such as a broken window, graffiti, or other petty vandalism), when left unaddressed, can lead to much greater disorder. In the landlord-tenant world, a variety of more significant behavior problems can be prevented, including those that may enable very serious criminal activity, if managers are willing to ensure that simple compliance issues are addressed early and consistently. Examples of such active management steps include:

- When aware of a serious breach, take action as promptly as possible. If a landlord accepts rent while knowing that the tenant is breaking a rule, but the landlord takes no action to correct the behavior, the landlord could lose the right to serve notices for the specific behavior in the future. While such a "waiver" of right to enforce part of lease could theoretically happen fairly quickly, the argument that a landlord has waived the right to enforce part of a lease grows as a pattern of accepting payment without taking action becomes more established. Further, it doesn't pay to teach your tenants that they are allowed to break the rules. So, at minimum, as soon as you discover violations of your rental agreement, give tenants notice that they are required to correct the problem. Then accept the rent.
- If someone other than the tenant tries to pay the rent, get an explanation. Also, note on the receipt that the payment is for your original tenants only. Otherwise, by depositing the money, you may be accepting new tenants or new rental agreement terms.
- If a person not on the lease may be living in the rental, pursue the issue immediately. If you take no action to correct the behavior, and you accept rent knowing the tenant has allowed others to move in, you may have accepted the others as tenants as well. So either require the illegal subtenants to fill in a rental application and apply, or serve the appropriate notice that would require your original tenant to remove the subtenants under threat of eviction if the action is not taken.
- Fix habitability and code violations at the property quickly. Maintaining habitable housing for tenants is the most important of a landlord's responsibilities. In addition, as discussed earlier, failure to maintain a unit could compromise a landlord's lease enforcement rights. Tenants may be able to use a "retaliation" defense when a landlord attempts to evict after a tenant has complained that the rental is substandard.
- If a tenant doesn't pay rent, address the problem. Some landlords have let problem tenants stay in a unit, not just weeks after the rent was overdue, but *months*. While flexibility is important in making any relationship work, be careful about being too flexible. There is a big difference between being willing to receive rent late during a single month and letting your renters stay endlessly without paying. If you wish to allow your tenants to live in your unit for months on end rent-free, you may do that, but if you don't wish that to happen, don't let it. In general, nonpayment notices (directing the tenant to pay or vacate) are some of the faster lease enforcement notices that a landlord can serve.
- If neighbors call to complain of problems, pursue the issue. Although it does happen, few neighbors call landlords about minor problems. If you get a call from a neighbor, find out more about the problem, and take appropriate action. If there are misunderstandings, clear them up. If there are serious problems with your tenants, correct them. The chapter on *Crisis Resolution* gives additional information about steps to take if a neighbor calls to complain.

Overall, if you respect the integrity of your own rules, the tenant will too. If you let things slide, the situation can muddy fast. It may mean more work up front, but once the tenant is used to your management style, you will be less likely to be caught by surprises.

1st Bethlehem Edition

ONGOING MANAGEMENT 31

¹ Fixing Broken Windows: Restoring Order and Reducing Crime in Our Communities, by George L. Kelling and Catherine M. Coles, Touchstone Books, © 1996 by Kelling and Coles.

Responsibilities Defined

The following is a general description of landlord and tenant responsibilities. The specifics of how the elements are defined will depend heavily on the language of your rental agreement and the requirements in law. The following is an overview of the typical responsibilities of both parties.

LANDLORDS

A landlord's responsibilities typically fall into three areas: The condition of the premises as delivered to the tenant, the obligation to maintain the unit once it is occupied, and the obligation to respect the rights of the tenant. A landlord's responsibilities generally include:

- Prior to move-in, provide the tenant with a clean, sanitary, and safe rental unit. This typically means the unit should be cleaned, garbage and debris from previous tenants removed, pest control problems addressed as appropriate, the various systems (plumbing, electrical, heating) working appropriately, the unit adequately weatherproofed, the structural integrity of the unit maintained (e.g., no rotting steps), fire safety issues addressed (e.g., smoke detectors installed and access to secondary exits assured), working locks installed, and any other potential safety hazards addressed.
- After move-in, make sure the unit remains "habitable." For occupied units, landlords generally are responsible for all major repairs and are granted both the power and the responsibility to make sure that tenants are doing their part to maintain the habitability of the unit. For example, while the rental agreement may require that the tenant do sufficient basic housekeeping to keep the unit free of sanitation problems, if the tenant is not doing so, it will be up to the landlord to require the tenant to correct the problem, typically by serving a type of notice that would require the tenant to remove the garbage or vacate the premises.
- Respect the tenant's right to private enjoyment of the premises. It has been a basic characteristic of landlord-tenant relationships for hundreds of years that once the tenant begins renting a home, the tenant has the right to be left alone. With some exceptions for such activities as serving notices, conducting maintenance inspections, doing agreed-upon repairs, or showing the unit for sale, the landlord must respect the tenant's right to private enjoyment of the unit in much the same way that an owner-occupant's right to privacy must be respected. In those areas where a landlord does have a right to access, the landlord should follow the advance notification process, which should be spelled out in the lease, prior to entering the rented property.
- Avoid retaliation against a tenant. Generally, a landlord may not retaliate against a tenant who is legitimately attempting to cause the landlord to meet his or her responsibilities. For example, a landlord may not increase rent, decrease service, attempt to evict, or take other retaliatory action in response to a tenant asking a landlord to repair a worn-out furnace, fix a rotting step, or take other actions that fall within the landlord's responsibility under the law.
- Avoid illegal discrimination. Nationwide, landlords may not discriminate on the basis of a tenant's (or applicant's) race, color, religion, sex, disability, national origin, or familial status. As noted earlier, Pennsylvania adds age and ancestry, and cities and counties often add more Bethlehem adds sexual orientation, gender identity/expression, marital status, and genetic information. This means that you may not use such class distinctions to screen applicants or to treat tenants differently once you enter into a rental agreement. For more information about the application of civil rights laws, see the chapter on Applicant Screening.
- Enforce the terms of the rental agreement and landlord-tenant law. While both the rental agreement and the law will identify various required behaviors of tenants, in general it is up to the landlord to make sure the tenant complies. If the tenant is not in compliance, a landlord would typically first notify the

tenant of the breach and request correction of the behavior followed by termination of the rental agreement should the tenant fail to correct the breach or continue to otherwise engage in the lease violating behavior. Essentially, unless the landlord takes action to correct the problem, there are few other mechanisms to correct difficulties associated with problem tenants. (Of course, if your problem tenants are involved in criminal behavior for which there is enough evidence to make an arrest, the police may be able to arrest the tenant and have that person serve jail time. However, while arrest may remove the tenant from the property, you may still need to serve an eviction notice to regain possession of the property. See the chapter on *The Role of Police* for more information.)

TENANTS

A tenant's responsibilities are generally to assure that no harm is done to the unit, to respect the peace of the community, and to pay the rent. A tenant's responsibilities generally include:

- Do basic housekeeping, comply with the rental agreement, and avoid harming the unit. In addition to complying with rental agreement provisions, tenants are typically required to use the premises in a reasonable manner, cause no damage to the unit beyond normal wear and tear, keep the premises free of accumulations of garbage and other waste, and do sufficient housekeeping to avoid safety and sanitation hazards. Also, from a civil standpoint, tenants are generally considered responsible for the behavior of others they invite onto the premises. For example, tenants typically cannot defend a landlord's eviction action by claiming that all alleged violations were committed by friends who visited on a regular basis.
- Pay rent. Landlords have the right to receive rent for the use of their property and tenants have an obligation to pay it. Exceptions exist only in those circumstances where the law allows tenants to withhold rent when a landlord refuses to meet the *landlord's* responsibilities. For example, if a landlord refuses to fix a broken furnace, the tenant could potentially pay for the repair directly and deduct the cost from the rent and, in the case of particularly serious or expensive issues, tenants could potentially withhold rent until the landlord makes repairs (though tenants are not advised to attempt such steps without consulting with a qualified attorney who is familiar with Pennsylvania case law in relation to this issue).
- Enforce the terms of the rental agreement and landlord-tenant law. Just as it is up to landlords to make sure that tenants comply with the rental agreement and landlord-tenant law, tenants generally hold the primary responsibility for making sure their landlords comply. Tenants have various powers to abate rent or take other action to cause a landlord to comply. For some problems, specific agencies can assist in enforcing the law problems associated with building code violations and Fair Housing issues are two examples. However, the enforcing agencies often do not get involved unless they are first notified by the tenant. Therefore, chief among the powers generally granted to a tenant is protection from the landlord's retaliation should the tenant attempt to assert a right defined in the law.

Property Inspections

A cornerstone of active management is the regular inspection. Unless you inspect, you cannot be sure you are meeting your responsibility to provide safe and habitable housing. In addition, maintaining habitable property protects your rights as well. If a problem tenant can also claim that you are not meeting your responsibilities, you may have difficulty succeeding with an eviction. Conversely, if it is clear you make every effort to meet your responsibilities (and you document it), a tenant will be less inclined to fight an honest eviction effort.

While the purpose of a maintenance inspection is to care for the unit and ensure its habitability, regular inspections will also deter some types of illegal activity. For example, if tenants know that the landlord actively manages the property, they aren't as likely to make illegal modifications to the rental to facilitate

drug manufacturing or growing. Further, inspections can help catch problems associated with illegal activity before they get out of hand. For example, it is common for drug dealers to cause damage to a rental unit that is well beyond "normal wear and tear;" a problem that could be observed, documented, and addressed through the process of a regular inspection program. Though early discovery of such damage is a possibility, the more frequent impact of an inspection program on illegal activity is basic prevention. Illegal activity is less likely to happen at property where the landlord has a reputation for concerned, active management.

The key to successful property inspection is avoiding the adversarial position sometimes associated with landlord-tenant situations. An inspection program done properly should be welcomed by all responsible tenants. Steps include:

- 1. Set an inspection schedule and follow it. At minimum, every six months. It is a rare home that doesn't need at least some maintenance or repair work at least twice a year.
- 2. Use the inspection/notice procedures defined in your rental agreement or lease. Generally, landlords have the right to do maintenance inspections of rental property if the tenant is given proper notice. However, as described in the chapter on Rental Agreements, Pennsylvania law is largely silent on this issue, which means that it is important to spell out the landlord's right-to-enter, and the associated notification, in the lease. Many landlords will give tenants a minimum of 24-hours' notice prior to inspection. If the inspection is routine, keep the approach friendly. Perhaps call the tenant in advance and then follow up by serving any notice required by your rental agreement. To help address all maintenance needs efficiently, ask tenants to take note of any concerns they have in advance of the inspection date. Again, when done appropriately, good tenants should appreciate your attention and concern for maintaining the unit.
- **3. Find and address code and habitability problems.** When you inspect the property, check for maintenance problems and handle any routine maintenance, such as replacing furnace or air conditioning filters or testing the smoke and carbon monoxide alarms. Discuss with the tenants any concerns they have. Make agreements to remedy problems. Then repair what needs to be fixed.

Utilities

If your lease stipulates that the tenant is responsible for utility bills, and the tenant stops paying for those services, you have grounds for serving a lease-enforcement notice requiring the tenant to get back into compliance with the lease terms or vacate the premises. This is particularly important to do because shutting off required utilities (e.g., heat, water, or electricity) would result in the unit no longer meeting habitability standards. And if you continue to accept rent without taking action about a habitability violation caused by the tenant, you are electing to become complicit in the problem by renting out property that is not habitable. Don't do it. Require that the property remain habitable, period.

Keep a Paper Trail

It is difficult to prove the existence of a verbal agreement in court, particularly if the opposing side denies the agreement took place. So keep a record of your agreements and provide copies to the tenant. Just having tenants know that you keep records may be enough to motivate them to stay out of court. You will need to retain documentation that shows your good-faith efforts to keep the property habitable and shows any changing agreements with a tenant, dated and signed by both parties.

Trade Phone Numbers with Neighbors

Landlords of single-family residential housing sometimes don't hear of dangerous or damaging activity on their property until neighbors have written to the mayor or police have served a search warrant. Quite often

the situation could have been prevented if the landlord and area neighbors had established a better communications link.

Find neighbors who seem responsible, concerned, and reliable. Trade phone numbers and ask them to advise you of serious concerns. You'll know you have found the right neighbors when you find people who seem relieved to meet you and happy to discover you are willing to work on problems. Conversely, if neighbors seek you out, work with them and solicit their help in the same way.

Note that landlords and neighbors tend to assume their relationship will be adversarial. Disarm any such assumptions and get on with cooperating. If you both want the neighborhood to remain healthy and thriving, you are on the same side and have nothing to gain by fighting each other.

APARTMENT WATCH/PROMOTING COMMUNITY

How to turn an apartment complex into a community

COMPLAINTS WE HAVE HEARD:

"We already have an 'apartment watch.' The tenants get together and watch the manager to see if I screw up!"

ADVICE WE WERE GIVEN:

"Please teach landlords that their good tenants can help."

"We started doing apartment watch meetings because we wanted to reduce crime.

We've kept it up because it is also good for business."

The Basics

When good landlords and good tenants work together for the common goal of a safe community, everyone benefits.

Benefits

In multifamily units, unless your tenants report suspicious behavior, you may not find out about illegal and property damaging activity until the problem becomes extreme. Some people are frightened to report illegal activity until they discover the "strength in numbers" of joining a community watch organization. Whether you call your efforts "apartment watch," "community pride," or "resident retention programs," the goal is the same: Transforming an apartment complex into a community.

Organizing a community is more than just encouraging tenants to act as "eyes and ears." In the absence of a sense of community, the isolation that residents feel can lead to apathy, withdrawal, anger — even hostility — toward the community around them. Organizing efforts can lead to profound changes: As apartment residents get to know each other and the manager, a sense of community, of belonging, develops, and neighbors and tenants are more willing to do what it takes to keep a neighborhood healthy.

Apartments where a sense of community is enjoyed often have more stable tenancies and lower crime problems than comparable complexes that are not organized. Managers who have initiated such efforts note these benefits:

- Lower turnover, leading to considerable savings.
- Less damage to property and lower repair bills.
- Reduced crime.
- A safer, more relaxed atmosphere for the tenants.
- A positive reputation for the complex, leading to higher quality applicants and, over time, increased property values.

Key Elements

The key to effective cooperative community building is to have the property manager take the lead and make sure the efforts are ongoing. Community organizing that is run entirely by tenants may have less long-term stability, simply because it is the nature of rental housing that tenant turnover will occur and key organizers may move on. For this reason, having the manager keep the program going is an important part

of a successful program. Further, if management waits until the tenants are so fed up that they organize themselves, the relationship may turn sour from the start. If management takes a proactive role in helping tenants pull together for mutual benefit, the opportunity for a positive working relationship is great. Tips include:

- 1. Clean house. If you believe you have tenants who are involved in criminal behavior, resolve the issue before inviting tenants to a building-wide meeting. Your good tenants may be frightened to attend a meeting where they know problem tenants might show up. In addition, they may question your motivation if you appear to encourage them to meet with people involved in illegal activity. So before you organize, you may need to evict problem tenants and make sure that improved applicant screening procedures are in place. Until then, rely on informal communications with good tenants to help identify and address concerns.
- 2. Make community activities a management priority. Budget for the expenses and consider promotion of such activity a criterion for management evaluation. It is not an afterthought. It is not something that resident managers should "get around to" if there is time. Unless managers make community organizing a priority, it will not happen.
- **3. Hold meetings/events quarterly.** Don't expect major results from the first meeting, but do expect to see significant differences by the time the third or fourth is held.
- **4. Meet in the common areas if possible.** While small meetings can be held in the manager's office, a vacant unit, or, should a tenant volunteer, in a tenant's apartment, more people will feel comfortable participating if they can meet on "neutral" territory. Also, if you can hold events in courtyards or other outdoor locations, you may have more room to structure special events for children in the same area.
- 5. At each event, encourage people to meet each other. Regardless of other specific plans for meetings, take basic steps that encourage people to meet each other. Simple steps done faithfully can make a big difference over time. At each event:
 - Use name tags. This simple step is important in helping to break down the walls of unfamiliarity for newcomers.
 - **Begin any formal meeting by having people introduce themselves by name.** The key is to start on equal footing for newcomers and old-timers alike. Making sure that each person introduces themselves helps newcomers feel welcomed.
 - Allow time at each event for people to socialize. Make sure that some of this time happens after the meeting agenda is underway. Once the event is underway, participants will have the shared experience of the meeting with which to start a conversation.
 - Offer refreshments. Whether it is as simple as coffee and pastries or as involved as a potluck or a summer barbecue, free food can attract many to a meeting who might not otherwise have attended.
 - Include activities for children and teenagers, as well as for adults. Getting children involved in games and other events will provide a positive experience for the children and help encourage parents to meet each other. Also, like adults, when children and teenagers get to know their resident manager better, they are more likely to share information. This is important because teenagers, in particular, may have information about a community problem of which the adults are unaware.
- **6. Hold "theme" events and special meetings as appropriate.** There is a balance between holding a purely social event and a meeting for the purpose of addressing an agenda. The balance at each meeting can vary, but it is important to provide some of both. At least one of the meetings held each year should be

primarily for the purpose of celebration — a holiday party in the winter or a "know your neighbor" barbecue in the summer. Others can offer a time for socializing and a time for covering an agenda. Meeting agendas can be as varied as the types of apartments and people who populate them. In general meetings should:

- Respond to issues that are a direct concern to a number of tenants. If there are immediate concerns, such issues should take priority over other potential agenda items. If tenants are concerned about gang violence in the neighborhood, less pressing topics may seem irrelevant.
- Provide new information about the local community. This could take any number of forms. You might invite merchants from the area, fire fighters, police officers, members of neighborhood associations or other community groups, social workers, employment counselors, or any number of other people who could share useful information with tenants.

Also, remember the importance of keeping meeting agendas on track, interesting, and focused on tangible, measurable outcomes. If tenants feel that meetings rarely address the published agenda, interest will shrink quickly.

- 7. Nurture a sense of shared responsibility. While it is important for management to continue providing support for the community-building process, it should not be a one-way street. Leadership should be nurtured, and volunteers recruited at each meeting to assist with the next meeting, program, or event. The more residents experience the community-building process as a joint effort of management and residents, the more they will appreciate it. Promoting a sense of shared responsibility can be accomplished in many ways. Here are just a few tips:
 - Ask for volunteers to serve on a "tenants' council." The council could meet informally once a month to discuss issues of concern in the complex and to plan the upcoming community-wide events. Don't be discouraged if only one or two people get involved initially. With success, more will join.
 - Whenever possible, have tenants set the meeting agendas. Whether it is through a tenant council or simply by collecting suggestions at community events, make sure tenants know they play a key role in defining the direction of community-building efforts.
 - Give tenants a chance to comment on plans for the property. Even the simplest issues can be turned into opportunities for community building. For example, if a fence is going to be built or replaced, before going ahead with the work, discuss the plans at a meeting and allow tenants to air concerns or suggestions. You may hear some new ideas that can make the end result more attractive. In situations where you cannot act on a suggestion, you have the opportunity to explain your reasons to your tenants and at least have them experience a level of participation that they did not previously have. Along similar lines, by listening to tenant concerns, you may discover that a relatively simple adjustment in policy can result in a significant increase in overall tenant satisfaction.
- 8. Pick projects that can succeed. Don't promise more than you can deliver. Make sure that easily-implemented changes are done promptly so that tenants can see the results. While it is important to take on the larger goals as well (such as getting rid of drug activity in the rest of the neighborhood), short-term results are needed to help tenants see that change is possible.
- 9. Develop a communications system. This can be as elaborate as quarterly or monthly newsletters, complete with updates from management, articles from tenants, advertisements from local merchants, and referrals to local social service agencies. Or it may be as simple as use of a centrally located bulletin board where community announcements are posted. Whatever the process, the key lies in making sure

that your tenants are aware of the information source and that they find it useful enough to actually read it.

- **10. Implement basic crime prevention measures.** In addition to the general community-building techniques described, various traditional crime watch techniques can also be implemented. Apartment watch training should be provided to your involved tenants prior to getting underway. Contact a crime prevention officer in your area for more details. Crime prevention specialists can help facilitate the first apartment watch meeting and discuss the practices of local law enforcement. Examples include:
 - Make sure tenants have the manager's phone number readily accessible, and that they know to call if they suspect illegal activity. Of course, tenants should call 9-1-1 immediately if they witness a crime in progress or any life-threatening, emergency situation. They should also contact police non-emergency services to discuss illegal activity that is not immediate in nature. Encourage tenants to contact the manager *after* they have contacted 9-1-1, in the case of immediate and life-threatening situations, as well as to contact management any other time they suspect illegal activity in the complex. The sooner your tenants advise you of a problem, the more opportunity you have to solve it before the situation gets out of hand.
 - ▶ Encourage tenants to develop a list of phone numbers and e-mail addresses for each other. By sharing contact information, tenants will be able to contact each other with concerns, as well as organize reporting of crime problems by multiple tenants. Note that sharing contact information among tenants should be done on a voluntary basis only; those who do not want to participate should not be required to do so.
 - ▶ **Distribute a list of local resources.** The resource list should include numbers for police, fire, and medical emergency services (9-1-1 in most areas) as well as hotlines for local crime prevention, substance abuse problems, domestic violence assistance, employment assistance, and any number of other services and organizations that may be able to assist your tenants.
 - **Teach crime awareness/crime prevention.** You can help your rental community become a safer one by making sure tenants have information about such issues as:
 - ✓ How to contact police, both emergency and non-emergency numbers.
 - ✓ Recognizing and reporting domestic violence and child abuse/neglect.
 - ✓ Burglary prevention.

 - How to spot the warning signs of illegal drug activity and where to report such activity.
 - Purchase a property engraver for each complex. Encourage tenants to engrave their driver's license number on items of value computers, cameras, televisions, etc. Then post notices of the fact that tenants in the complex have marked their property for identification purposes. Burglars would rather steal property that can't be traced.
 - Apply "crime prevention through environmental design" changes. If tenants cannot see the problem, they cannot report it. The chapter on *Preparing to Rent* covers environmental design approaches in detail. Essentially, it is important that lighting, landscaping, and building design combine to create an environment where drug dealers, burglars, and other criminals don't want to be. Make it difficult to break in, close off escape routes, and make sure accessible areas can be easily observed by people throughout the community.
- **11. Encourage nearby neighbors and apartment complexes to get involved.** Solving the whole problem may require encouraging similar steps in adjacent apartment complexes or making sure neighbors in

nearby single-family homes also get involved. As a starting point, invite area neighbors to at least some of the community events held at the complex each year.

Many of the steps described in this chapter are not easy, and it is common for first-time organizers to become deeply discouraged when they discover, for example, how few people show up to the initial meetings that are called. Our main advice: Stick with it. The changes that these techniques can cause are very significant, but they happen only with repetition, over time.

WARNING SIGNS OF DRUG ACTIVITY

The sooner it is recognized, the faster it can be stopped.

COMPLAINTS WE HAVE HEARD:

"The neighbors tell me my tenants are dealing drugs. But I drove by three different times and didn't see a thing."

ADVICE WE WERE GIVEN:

"You've got to give up being naïve. We could stop a lot more of it if more people knew what to look for." — Narcotics detective

The Signs

The following list describes signs of drug activity that either you or neighbors may observe. As the list will show, many indicators are visible at times when the landlord is not present. This is one reason why a partnership with trusted neighbors is important. Also, while some of the indicators are reasonably conclusive in and of themselves, others should be considered significant only if multiple factors are present.

This list is primarily targeted to occupant activity. For information on signs of dishonest *applicants*, see the chapter on *Applicant Screening*.

DEALING

Dealing locations are like convenience stores; there is high customer traffic with each customer buying a small amount.

Neighbors may observe:

- **Heavy traffic.** Cars and pedestrians stopping at a home for only brief periods. Sometimes the traffic may be cyclical, increasing on weekends or late at night, or minimal for a few weeks and then intense for a period of a few days, particularly paydays. Other times traffic may be very consistent, even routine, such as daily morning purchases by heroin users from their dealers.
- Exchanges of money. Cash and packets traded through windows, mail slots, or under doorways.
- Lack of familiarity. Visitors appear to be acquaintances rather than friends.
- **People bring valuables into the unit.** Visitors regularly bring items such as televisions, bikes, appliances, computers, cameras, and leave empty-handed.
- Odd car behavior. Visitors may sit in the car for a while after leaving the residence or may leave one person in the car while the other visits. Visitors may also park around a corner or a few blocks away and approach on foot.
- "Lookouts." Frequently these will be younger people who tend to hang around the rental during heavy traffic hours.
- Regular activity at extremely late hours. For example, frequent commotion between midnight and 4:00 a.m. on weeknights. (Both cocaine and methamphetamine are stimulants. Users tend to stay up at night.)
- Various obvious signs. This may include people exchanging small packets for cash, people using drugs while sitting in their cars, syringes left in common areas or on neighboring property, or other paraphernalia lying about.

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Landlords may observe:

• Failure to meet responsibilities. Failure to pay utility bills or rent, failure to maintain the unit in appropriate condition, general damage to the property. Some dealers smoke or inject much of their profits. As they get more involved in the drugs, they are more likely to ignore bills, maintenance, and housekeeping.

DISTRIBUTION

Distributors are those who sell larger quantities of drugs to individual dealers or other, smaller distributors. They are the "wholesale" component, while dealers are the "retail" component. If distributors are not taking the drugs themselves, they can be difficult to identify. A combination of the following indicators may be significant:

- Expensive vehicles. Particularly when owned by people otherwise associated with a lower standard of living. Some distributors make it a practice to spend their money on items that are easily moved, so they might drive a \$50,000 car while renting a very inexpensive unit.
- A tendency to make frequent late-night trips. Many people work swing shifts or have other legitimate
 reasons to come and go at late hours. However, if you are seeing a number of other signs along with
 frequent late-night trips, this could be an indicator.
- Secretive loading of vehicles. Trucks, trailers, or cars being loaded and unloaded late at night in a hurried, clandestine manner. "Load and distribution houses" (most likely to be found in Border States) are essentially repackaging locations and involve moving large quantities of drugs.

ILLEGAL MARIJUANA GROW OPERATIONS

Illegal grow operations are hard to identify from the street. They are more likely to be found in single-family residential units than in apartments. In addition to the general signs of excessive fortifications or overly paranoid behavior, other signs are listed below.

Neighbors may observe:

- **Electrical wiring that has been tampered with.** For example, evidence of residents bypassing a meter and hooking directly into power lines.
- Powerful lights on all night in the attic or basement. Growers will be using powerful lights to speed the development of the plants.

Landlords may observe:

- A sudden jump in utility bills. Grow operations require strong lighting.
- A surprisingly high humidity level in the unit. Grow operations require a lot of moisture. In addition to feeling the humidity, landlords may observe peeling paint or mildewed walls or carpet.
- Rewiring efforts or bypassed circuitry. Again, grow operations require a lot of electricity some use 1,000-watt bulbs that require 220-volt circuits. The extra circuitry generally exceeds the power rating for the rental and can burn out the wiring, resulting in fires in some cases, or the need to rewire before you can rent the property again.
- Various obvious signs. For example, basements or attics filled with plants, lights, and highly reflective material (e.g., tinfoil) to speed growing.

METH LABS

Methamphetamine labs can do serious, and expensive, harm to property quickly. Once the operator has collected the chemicals and set up the equipment, it doesn't take long to cook the drugs. Depending on the method used, a batch can be "cooked" in as little as four hours. Clandestine labs have been set up in all manner of living quarters, from hotel rooms and RVs, to single-family rentals or apartment units. Lab operators favor units that are secluded. In rural settings it's barns or houses well away from other residences. In urban settings it might be houses with plenty of trees and shrubs blocking the views or apartment or hotel units that are well away from the easy view of management. However, while seclusion is preferred, clandestine labs have been found in virtually all types of rental units.

Neighbors may observe:

- Odd chemical odors. The smell of chemicals or solvents not typically associated with residential housing.
- Chemical containers. Chemical drums or other containers with their labels painted over.
- **Strong ammonia smell.** Sometimes similar to cat box odor. (This is associated with the amalgam process of methamphetamine production, which has fallen out of favor with meth cooks.)
- Smoke breaks. If other suspicious signs are present, people leaving the premises just long enough to smoke may also be an indicator. Ether, which is highly explosive, is used in meth production. Methamphetamine cooks need to get away from it before lighting up.

Landlords may observe:

- Many empty containers of over-the-counter cold or allergy medicines. Faster methods of cooking methamphetamine require the use of large quantities of over-the-counter cold medicines that contain the drug ephedrine. The average cold sufferer may leave one or two empty medicine containers in the trash. The presence of many such empty boxes, bottles, or blister packs is a warning sign.
- A large number of matchbooks in the units. Cooks may use hundreds, or even thousands, of matchbooks to get enough red phosphorus from their striker plates. As such, you may observe that someone has been purchasing matchbooks in surprisingly large quantities.
- A dark red residue on countertops, coffee filters, or aluminum foil in the unit. The red residue may be left from the use of red phosphorus in the manufacturing process. The cooks usually get the red phosphorus from the striker plates of matchbooks.
- Strong ammonia/chemical odors. A particularly strong cat box/ammonia smell within the house. May indicate usage of the amalgam process for methamphetamine production, though this process is infrequently used today. The odor of ether, chloroform, or other solvents may also be present.
- Chemistry equipment. The presence of flasks, beakers, and rubber tubing consistent with high school chemistry classes. Very few people practice chemistry as a hobby. If you see such articles, don't take it lightly.
- A maroon-colored residue on aluminum sashes or other aluminum in the unit. The ephedrine process of meth production does not give off the telltale ammonia odor. However the hydroiodic acid involved does eat metals and, in particular, leaves a maroon residue on aluminum.
- Equipment and chemicals in unusual places or quantities. Heat plates and propane torches in a bedroom or living room instead of stored in a garage or basement. Lye, iodine, solvents, gasoline additives, drain cleaners, or alcohol in unusual quantities or unusual places. Any one of these might not be significant, but a few together, especially in the presence of other signs, could be cause for concern.

- Bottles or jugs used extensively for secondary purposes. For example, milk jugs and screw-top beer bottles full of mysterious liquids.
- **Discarded chemistry equipment.** Garbage containing broken flasks, beakers, tubing, or other chemical paraphernalia.

Note: If you have reason to believe there is a meth lab on your property, leave immediately, wash your face and hands, and call the narcotics division of your local law enforcement agency to report what you know. If you have reason to believe your exposure has been extensive, contact your doctor because some of the chemicals involved are highly toxic.

GENERAL

The following may apply to dealing, distribution, or manufacturing.

Neighbors may observe:

- A drop in activity after police are called. If activity stops after police have been called, but before they arrive, this may indicate use of scanner technology, monitoring local police dispatch information.
- Unusually strong fortification of the unit. Blacked-out windows, window bars, extra deadbolts, surprising
 amounts spent on alarm systems. Grow operators and meth cooks, in particular, often emphasize
 fortifications; extra locks and thorough window coverings are typical.
- Firearms in a context inconsistent with responsible ownership. Responsible gun owners don't typically use the fact of their ownership to escalate community tensions or promote fear. If you are seeing behavior in relation to firearms that is not consistent with responsible ownership, take it seriously.

Landlords may observe:

- A willingness to pay rent months in advance, particularly in cash. If an applicant offers you six months' rent in advance, resist the urge to accept, and require the person to go through the application process.
 By accepting the cash without checking, you might have more money in the short run, but your rental may suffer damage, and you may also damage the livability of the neighborhood and the value of your long-term investment.
- A tendency to pay in cash combined with a lack of visible means of support. Some people simply don't like writing checks or making online payments, so cash payments by themselves certainly don't indicate illegal activity. However, if other signs are also noted, and there are large amounts of cash with no apparent source of income, get suspicious.
- Unusual fortification of individual rooms. For example, deadbolts or alarms on interior doors.
- Willingness to install expensive exterior fortifications. If your tenants offer to pay a surprising amount
 to install window bars and other exterior fortifications, they may be interested in more than prevention
 of the average burglary.
- Presence of any obvious evidence. Bags of white powder, syringes, marijuana plants, etc. Also note that
 very small plastic bags, the type that jewelry or beads are sometimes kept in, are not generally used in
 quantities by most people. The presence of such bags, combined with other factors, should cause
 suspicion.
- Unusually sophisticated weigh scales. The average home might have a food scale or a letter scale, perhaps accurate to an ounce. The scales typically used by drug dealers, distributors, and manufacturers are noticeably more sophisticated, accurate to gram weights and smaller. Of course, there are legitimate reasons to have such scales, so don't consider a scale by itself as an indicator.

• Large amounts of tinfoil, baking soda, or electrical cords. Tinfoil is used in grow operations and meth production. Baking soda is used in meth production and in the process of converting cocaine to crack. Electrical cords are used in meth labs and grow operations.

The Drugs

While many illegal drugs are sold on the street today, the following are most common:

1. Methamphetamine. Methamphetamine is a stimulant. Nicknames include: meth, crank, speed, crystal, STP, and others. Meth is usually ingested, snorted, or injected. A more dangerous form of methamphetamine, "crystal meth" or "ice," can be smoked. "Pharmaceutical" grade meth is a dry, white crystalline powder. While some methamphetamine sold on the street is white, much of it is yellowish, or even brown, and is sometimes of the consistency of damp powdered sugar. The drug has a strong medicinal smell. It is often sold in tiny, sealable plastic bags.

Hard-core meth addicts get very little sleep and they look it. Chronic users and "cooks" — those who manufacture the drug — may have open sores on their skin, bad teeth, and generally appear unclean. Paranoid behavior combined with regular late-night activity are potential indicators. Occasional users may not show obvious signs.

Because of the toxic waste dangers associated with methamphetamine production, we have included an additional section on dealing with methamphetamine labs. For more information, refer to that section at the end of this chapter.

2. Heroin. A derivative of the opium poppy plant, heroin is a powerful pain killer, both emotionally and physically. Nicknames include brown sugar, Mexican tar, chiva, horse, smack, "H," and various others. Heroin is most commonly injected.

Tar heroin has the look of creosote off a telephone pole, or instant coffee melted with only a few drops of water. The drug has a strong vinegar smell. It is typically sold in small amounts, wrapped in tinfoil or plastic. Paraphernalia that might be observed include hypodermic needles with a brown liquid residue, spoons that are blackened on the bottom, and blackened cotton balls.

According to the National Institute on Drug Abuse (www.drugabuse.gov) the rate of heroin use in the U.S., particularly among young adults, began a consistent year-over-year rise, starting in about 2007. This rise in heroin use appears associated with the increased use (and abuse) of prescription drugs that include related opioids such as OxyContin and Vicodin. Abusers of prescription drugs (a serious issue of its own) will sometimes transition to heroin for reasons of easier access or lower cost. The more recent trends in heroin abuse have also included a geographic move: The drug is no longer associated primarily with urban communities, but is becoming increasingly common in suburban and rural communities as well.

When heroin addicts are on the drug, they appear disconnected and sleepy. They can fade out, or even fall asleep, while having a conversation. Heroin addicts often don't care about very much but their next "fix," and their clothes and demeanor may reflect it. When they are not high, addicts can become quite aggressive. As with most needle users, you will rarely see a heroin user wearing a short-sleeved shirt.

3. Cocaine and Crack. Cocaine is a stimulant. Nicknames include coke, nose candy, blow, snow, and a variety of others. Cocaine in its powder form is usually taken nasally ("snorted"). Less frequently, it is injected.

"Crack," a derivative of cocaine, produces a more intense but shorter high. Among other nicknames, it is also known as "rock." Crack is manufactured from cocaine and baking soda. The process required

does not produce the toxic waste problems associated with methamphetamine production. Because crack delivers a high using less cocaine, it costs less per dose, making it particularly attractive to drug users with low incomes. Crack is typically smoked in small glass pipes.

Powdered cocaine has the look and consistency of baking soda and is often sold in small, folded paper packets. Crack has the look of a small piece of old, dried soap. Crack is often sold in tiny "Ziploc" bags, little glass vials, balloons, or even as is — with no container at all.

In general, signs of cocaine usage are not necessarily apparent to observers. Users might show a combination of the following: regular late-night activity (e.g., after midnight on weeknights), highly talkative behavior, paranoid behavior, constant sniffing or bloody noses (for intense users of powdered cocaine).

4. Cannabis. Also known as marijuana, hash, ganja, weed, reefer, joint, "J," "420," skunk and many others. The drug is commonly smoked from a pipe or rolled in cigarette paper or sometimes eaten — alone or baked into foods. While cannabis is known most commonly for producing a mellow high, the type and power of the high varies significantly with the strength and strain of the drug, ranging from a mild mellowing sensation to what are essentially hallucinogenic experiences.

The marijuana grown today is far more powerful than the drug that became popular in the 1960s and 1970s. Growers use more sophisticated ways to control growth of the plants that result in higher output of the resin that contains THC, the ingredient that gives cannabis its potency. Today's marijuana is often grown indoors to gain greater control over the crop and to prevent detection by competitors, animals, or law enforcement. It takes 90 to 180 days to bring the crops from seed to harvest.

Users generally appear disconnected and non-aggressive. The user's eyes may also appear bloodshot or dilated. Marijuana is generally sold in plastic bags, or rolled in cigarette paper.

If You Discover a Clandestine Lab

Because methamphetamine labs represent a potential health hazard greater than other types of drug activity, we have included this section to advise you on how to deal with the problem. This information is intended to help you through the initial period, immediately after discovering a meth lab on your property. For information about warning signs of methamphetamine labs and other drug activity, see the previous sections in this chapter.

THE DANGER: TOXIC CHEMICALS IN UNPREDICTABLE SITUATIONS

There is very little that is consistent or predictable about the safety level of a meth lab. Perhaps the only sure thing is that you will be better off if you leave the premises immediately. Consider:

- Cleanliness is usually a low priority. "Cooks" rarely pay attention to keeping the site clean or keeping dangerous chemicals away from household items. The chemicals are rarely stored in original containers.
 Often you will see plastic milk jugs, or screw-top beer bottles, containing unknown liquids. It is all too common to find bottles of lethal chemicals sitting open on the same table with the cook's bowl of breakfast cereal or even next to a baby's bottle or play toys.
- Toxic dump sites are common. As the glass cooking vessels become brittle with usage, they must be
 discarded. It is common to find small dump sites of contaminated broken glass, needles, and other
 paraphernalia on the grounds surrounding a meth lab, or even in a spare room.

- The chemicals present vary from lab to lab. While some chemicals can be found in any meth lab, others will vary. "Recipes" for cooking meth get handed around and each one has variations. So we cannot say with any certainty which combination of chemicals you will find in a lab you run across.
- "Booby traps" are a possibility. Other meth users and dealers may have an interest in stealing the
 product from a cook. Also, as drug usage increases, so does paranoia. Some cooks set booby traps to
 protect their product. A trap could be as innocent as a trip wire that sounds an alarm, or as lethal as a
 wire that pulls the trigger of a shotgun or causes the release of deadly chemical gases.
- The risk of explosion and fire is high. Ether, commonly used in some drug labs, is highly explosive. Its vapor can be ignited by the spark of a light switch. Under some conditions, a bottle could explode just by jarring it. Meth lab fires are generally the result of an ether explosion. The result can be destruction of the room, with the remainder of the structure in flames.
- Health effects are unpredictable. Before the law enforcement community learned of the dangers of meth labs, they walked into them without protective clothing and breathing apparatus. The results varied. In some cases officers experienced no ill effects or developed only "mild" symptoms such as intense headaches. In other cases, officers experienced burned lungs from breathing toxic vapors, burns on the skin from contact with various chemicals, and other more severe reactions.
- Many toxic chemicals are involved. The list of chemicals that have been found in methamphetamine
 labs is a long one. Some are standard household items, like baking soda. Others are extremely toxic or
 volatile like hydroiodic acid (it eats through metals), benzene (carcinogenic), ether (highly explosive), or
 even hydrogen cyanide (also used in gas chambers). For still others, like phenylacetic acid and phenyl-2propanone, while some adverse health effects have been observed, little is known about the long-term
 consequences of exposure.

WHAT TO DO IF YOU FIND A LAB

- **1. Leave.** Because you will not know which chemicals are present, whether or not the place is boobytrapped, or how clean the operation is, *don't stay around to figure it out*. Do not open any containers. Do not turn on, turn off, or unplug anything. Do not touch anything, much less put your hand where you cannot see what it is touching among other hazards, by groping inside a drawer or a box, you could be stabbed by the sharp end of a hypodermic needle.
 - Also, if you are not sure you have discovered a clandestine lab, but think you may have, don't stay to investigate. Make a mental note of what has made you suspicious and get out.
- 2. Check your health and wash up. As soon as possible after leaving the premises, wash your face and hands and check your physical symptoms. If you have concerns about symptoms you are experiencing, call your doctor, contact an emergency room, or call a poison control center for advice.
 - Even if you feel no adverse effects, as soon as is reasonably possible, change your clothes and take a shower. Whether or not you can smell them, the chemical dusts and vapors of an active meth lab can cling to your clothing the same way that cigarette smoke does. (In most cases, normal laundry cleaning not dry cleaning will decontaminate your clothes.)
- **3. Alert your local police.** If the situation is one where immediate response can stop a threat to life or property, call 9-1-1. Otherwise, contact the narcotics unit of your local law enforcement agency or your police department's non-emergency number. Because of the dangers associated with labs, such reports often receive priority and are investigated quickly. Typically, the law enforcement agency will coordinate with the local fire department's hazardous materials team to assist.

4. Arrange for cleanup. Before you can rent the property again, you will need to decontaminate it. Regulations on cleanup vary significantly from state to state. Start by getting any appropriate information from the law enforcement and hazardous materials officials who dealt with your unit. Ask for suggestions on whom to contact in your area. Generally county or state health officials will need to be involved and will have information on methods for decontamination.

Also, if there are remaining issues to be addressed with your tenants, do so. However, when a meth lab is discovered, your tenants will typically have either already left or will no longer have any interest in possessing the unit. In other words, while there may be other issues to resolve, physical removal of tenants is usually not one of them.

Depending on the level of contamination present, cleanup may be as simple as a thorough cleaning of all surfaces and removal of absorbent materials (e.g., stuffed furniture and carpets), or as complex as replacing flooring or drywall. On very rare occasions demolition of the entire structure may be required. Again, contact your local health officials for details.

Because of the range of chemicals involved, and the differing levels of contamination possible, we cannot accurately predict the length of time involved to get a contaminated property back into use.

HOW CAN THE COOKS LIVE THERE?

If lab sites are so toxic, how can meth lab "cooks" live there? The short answer: Because they are willing to accept the risks of the toxic effects of the chemicals around them. Meth cooks are often addicted to the drug and are often under its influence during the cooking process. This makes them less aware and more tolerant of the environment, as well as more careless with the chemicals they use and more dangerous to those around them.

Meth cooks are frequently recognized by such signs as rotting teeth, open sores on the skin, and a variety of other health problems. Some of the chemicals may cause cancer; what often isn't known is how much exposure it takes and how long after exposure the cancer may begin. Essentially, meth cooks have volunteered for an uncontrolled experiment on the long-term health effects of the chemicals involved. Also, there are occasions when meth cooks are forced to leave as well. For example, reports of explosions and fires are among the more common ways for local police and fire fighters to discover a lab.

Finally, you face a different set of risks in a meth lab than do the cooks. The cooks know which compounds they are storing in the unmarked containers. They know where the more dangerous chemicals are located and how volatile their makeshift setup is likely to be. When you enter the premises, you have none of this information; without it you face a greater risk.

CRISIS RESOLUTION

Stop the problem before it gets worse.

COMPLAINTS WE HAVE HEARD:1

"The problem is these landlord-tenant laws don't give us any room. The tenants have all the rights and we have hardly any. Our hands are tied."

"The system works primarily for the tenant — for-cause evictions are very difficult to do. The judges bend over backward to help the tenant."

ADVICE WE WERE GIVEN:

"Serving eviction papers on drug house tenants is not the time to cut costs. Unless you already know the process, you are better off paying for a little legal advice before you serve the papers than for a lot of it afterwards."

"Tell them to read a current copy of the landlord-tenant law.

Too many landlords haven't looked at it in years."

The Basics

Address problems quickly and fairly as soon as they come up. Know how to respond if a neighbor calls with a complaint. If eviction is required, do it efficiently. If you don't know, ask a skilled attorney.

Don't Wait — Act

Effective property management includes early recognition of noncompliance and prompt response. Don't wait for rumors of drug activity and don't wait for official action against you or the property (e.g., warning letters, fines, closure, or forfeiture). *Prevention* is the most effective way to deal with illegal activity in a rental. Many tenants involved in criminal activity have histories of other noncompliant behavior that the landlord ignored. If you give the consistent message that you are committed to keeping the property up to code and appropriately used, your property will not become an enabling environment for illegal activity. The more common reasons why landlords put off taking action include:

- Fear of the legal process. Many landlords don't take swift action because they are intimidated by the legal process. However, the penalty for indecision can be high. If you do not act, and then accept rent while knowing that a tenant is in noncompliance, you may compromise your ability to take any future action about the problem. Your position is strongest if you consistently apply the law whenever tenants are not in compliance with the rental agreement or your landlord-tenant laws.
- Fear of damage to the rental. Some landlords don't act for fear the tenant will damage the rental. Unfortunately, such inaction generally makes the situation worse. Problem tenants may see your inaction as a sign of acceptance. You will lose what control you have over the renter's noncompliant behavior; you will lose options to evict while allowing a renter to abuse your rights; and you will likely get a damaged rental anyway. If they are the type who will damage a rental, sooner or later they will.
- Misplaced belief in one's tenants. While developing this manual, we heard this story, and similar ones, with considerable frequency: "The people renting the property aren't dealing the drugs. We haven't had any problems with them. The drug dealers are their friends who often stay at the property. So what do we do? The tenants aren't making trouble; it's these other people." Ask yourself: Did your tenants contact you, or police, when the illegal activity first occurred? Or did they acknowledge the activity only

Note that some "complaints" contain inaccurate or incomplete assumptions about legal rights or procedure.

after you received phone calls from upset neighbors or a warning from the police? Also: Is your "innocent" tenant breaking your rental agreement by having long-term guests or subtenants?

To be sure, tenants can be victimized by friends or relations; for those tenants who seek you out and ask for assistance, help as best you can. But be wary of stories you hear from tenants who don't admit to problems until after you have received complaints from neighbors or police. Those who enable illegal activity on property they control may be held accountable for the behavior.

The Secret to Good, Low-Cost Legal Help

If you are not familiar with the process for eviction, contact a skilled landlord-tenant attorney *before* you begin. By paying for a small amount of legal advice up front, many landlords have avoided having to pay for a lot of legal help down the road. The law may look simple to apply, but as any landlord (or tenant) who has lost in court can attest, it is more complicated than it seems. While researching this manual, we repeatedly heard from both landlords and legal experts that the vast majority of successful eviction defenses are won because of incorrect procedures by the landlord and not because the landlord's case is shown to be without merit.

If you don't know a good landlord-tenant attorney, find one. If you think you "can't afford" an attorney, think again. Too often, out of fear of paying an attorney fee, landlords make mistakes in the eviction process that can cost them the equivalent of many months' rent. Yet many evictions, when done correctly, are simple procedures that cost a fraction of a month's rent in attorney's fees.

Finding a good landlord-tenant attorney is relatively easy. Search directories for those local attorneys who list themselves as specialists under a subcategory such as "landlord and tenant." Generally, you will find a very short list because few attorneys make landlord-tenant law a specialty. Call at least three and interview them. Ask about how many evictions they do per month and how often they are in court on eviction matters. In our experience, the safest bets are those attorneys who handle many such cases per month; they see it as a major part of their practice, not a sideline that they advise on infrequently. Once you find attorneys who have the necessary experience, pick the one you feel most comfortable working with and ask that person to help.

Choices for Ending a Tenancy

The following are examples of methods allowed in Pennsylvania law for a landlord to enforce the terms of a rental agreement or end a tenancy (tenants, of course, also have options for enforcing lease requirements or otherwise requiring landlords to meet legal responsibilities). The information described below is intended as only a brief overview. In virtually all cases, landlords who are not familiar with the lease enforcement/eviction process will be better off consulting an experienced landlord-tenant attorney prior to serving an enforcement notice.

Also, note that while Pennsylvania law is clear on the type, and timing, of notices that a landlord may serve, the law also allows for modification of the timing of various notices through the lease language. For that reason, it is important to inspect the rental agreement you use to ensure that your termination process is correct in your situation. If your lease doesn't otherwise specify different lengths of time for a Notice to Quit, then the following typically apply (with exceptions in certain situations that require different timing or limit the power to serve "no-cause" or "nonrenewal" notices to quit):

¹ See 68 P.S. §250.501(e) of Pennsylvania's Landlord and Tenant Act of 1951.

- ▶ For most breaches of the lease and shorter term leases: 15 days. As stated in the law "...in case of the expiration of a term or of a forfeiture for breach of the conditions of the lease where the lease is for any term of one year or less or for an indeterminate time, the notice shall specify that the tenant shall remove within fifteen days from the date of service thereof."
- For longer-term leases: 30 days. The same section of the law goes on to the specify that "...when the lease is for more than one year, then within thirty days from the date of service thereof."
- For nonpayment of rent: 10 days. One of the most common notices that landlords serve is described in Pennsylvania law this way: "In case of failure of the tenant, upon demand, to satisfy any rent reserved and due, the notice shall specify that the tenant shall remove within ten days from the date of the service thereof."
- Illegal use of drugs is considered a breach of lease. There are at least two places in Pennsylvania law that address termination of a tenancy for behavior associated with illegal drug activity:
 - ✓ 68 P.S. §250.505-A of The Landlord and Tenant Act of 1951 specifies that certain types of acts relating to illegal drugs shall be treated as a breach of the conditions of the lease and grounds for removal of the tenant (with a 10-day Notice to Quit). For example, "seizure by law enforcement officials of any illegal drugs on the leased premises..." qualifies as grounds for removal of a tenant under this section of the law. The phrasing of the law essentially makes prohibition against illegal drug use part of any lease, whether the language is expressly stated in it or not. Any time you are terminating a tenancy for behavior that is also criminal in nature, work with a competent landlord-tenant attorney to make sure you are taking the appropriate steps.
 - ✓ The Expedited Eviction of Drug Traffickers Act allows not just a landlord, but also a tenant organization, or a District Attorney (or the Attorney General if a District Attorney so requests) to take civil action in the Court of Common Pleas for removal of a tenant when:
 - (1) Drug-related criminal activity has occurred on or within the individual rental unit leased to the tenant.
 - (2) The individual rental unit leased to the tenant was used in any way in furtherance of or to promote drug-related criminal activity.
 - (3) The tenant, any member of the tenant's household or any guest has engaged in drug-related criminal activity on or in the immediate vicinity of the leased residential premises.
 - (4) The tenant, with knowledge that a person has been removed and barred from the leased residential premises under this act, has given permission to or invited a person to return or reenter any portion of the leased residential premises.
 - (5) The tenant has failed to notify law enforcement or public housing authorities immediately upon learning that a person who has been removed and barred from the tenant's individual rental unit under this act has returned to or reentered the tenant's individual rental unit.

Note that the Expedited Eviction of Drug Traffickers Act is explicit in specifying that civil standards of proofs, not criminal standards, apply and that criminal law enforcement proceedings (e.g., arrest, prosecution, conviction) are not required in order to apply the Act.

IMPORTANT VARIATIONS IN TIMING, "GOOD CAUSE" REQUIREMENTS

Two of the more common types of situations where the timing of notices may be different from that described above, or the ability to terminate an expiring lease without cause is not permitted, are the following:

- 1. A tenant living in a mobile home park as defined in Pennsylvania's "Manufactured Homes Community Rights Act" will have more protections, generally associated with the differences in the relationship (principally that the tenant owns the home and is paying lot rent). See 68 P.S. §250.501(c).
- 2. Various public, subsidized, or "affordable" housing situations. While all public, subsidized, and affordable housing programs are also subject to Pennsylvania landlord-tenant laws, additional HUD regulations for specific programs often do not allow termination of an expiring lease without cause (e.g., "a non-renewal" notice) and some require longer notification periods prior to termination of a lease. Otherwise, the causes for a Notice to Quit listed above apply as described.

If a Neighbor Calls with a Complaint

If a neighbor calls to report suspicion of criminal activity (or any other dangerous or nuisance activity) at your rental, take these steps:

1. With the initial call, stay objective and ask for details. Don't be defensive and, equally, don't jump to conclusions. Your goal is to get as much information as you can from the neighbor about what has been observed. You also want to avoid setting up an adversarial relationship — if it is illegal activity, you need to know about it.

Also, promise not to reveal the caller's name to the tenant without permission (unless subpoenaed to do so). Even if you have difficulty believing what is being reported about your tenants, you do little or no harm by protecting their names. In contrast, if your disbelief leads you to treat a dangerous situation too casually and tell criminals the names of neighbors who call to complain, very serious harm could be the result. Ask the caller for:

- A detailed description of what has been observed.
- A letter documenting what has been observed, sent to you and to your local law enforcement agency's narcotics division. If you have Section 8 tenants, have a copy sent to the local Public Housing Agency also.
- Name, address, and phone number, if willing to give it. If neighbors don't know you, they may be unwilling to give you their names on the first call. This is one reason why we recommend you meet neighbors and trade phone numbers before a crisis occurs. Consider: If the only thing neighbors know about you is that you have rented to irresponsible or dangerous tenants, they will have reason to be cautious when they call.
- Names of others you can call who could verify the complaint, or ask that they encourage other neighbors to contact you. You will need more evidence than the phone call of a single neighbor to take meaningful action. Explaining this need may help further encourage the neighbor to ask others to call. Also, having multiple complaints can help protect the caller by taking the focus off of a single complainant as the "cause" of the activity being discovered.

A single call from one neighbor doesn't necessarily mean your tenants are doing anything illegal. However, a single call *is* justification to pursue the matter further.

- **2. Find out more.** Go to other sources for additional information and assistance. Your goal is to collect enough information to verify any problems at the rental and then to take appropriate action.
 - Get in touch with other neighbors. Even if your tenant is running a high-volume dealing operation, it is likely that some neighbors will suspect nothing. Many people are unobservant or give their

- neighbors a very wide benefit of the doubt. However, while some neighbors may be unaware of the scope of the problem, it is also likely that others will have a lot to tell you.
- **Contact police.** Get in touch with an officer for your area and determine what, if anything, police may have on record that can be revealed (see separate chapter on *The Role of Police* for details).
- ▶ Call a crime prevention specialist. Call your local police department and ask for information about neighborhood crime prevention assistance. Reports from neighbors may have been called into local crime prevention staff as well. Crime prevention staff may also have additional information that can help you address the situation effectively.
- ▶ If you feel comfortable doing it, consider a property maintenance inspection. Again, few tenants involved in serious illegal activity are model renters. Discovery of maintenance violations may provide sufficient basis for serving notices without having to pursue the more difficult route of developing a civil level of proof that dangerous criminal behavior has occurred.
- 3. Once you've identified the problem, address it. If you discover that your tenant's behavior is not related to dangerous, threatening, or illegal activity, contact the neighbor who called and do your best to clear up the matter. If you discover no illegal activity but strong examples of disturbing the neighbors' peace or other violations, don't let the problem continue; serve the appropriate notices. Likewise, if you become confident your property is being used for illegal activity or other dangerous behavior, take action. (If you discover that problems reported are related to domestic violence or child abuse, consider approaches that will most effectively accomplish the twin goals of stopping the harm to the neighborhood and providing appropriate support for the victims. It is especially important to contact a competent attorney to address these types of situations.) The following are examples of options you might pursue. The specifics will be dependent on your local laws:
 - If the evidence allows it, serve a tenancy termination notice for the alleged criminal activity. Keep in mind that, if your tenant wishes to fight in court, you will need to establish a civil, not criminal, level of proof that criminal activity has occurred. This is a lower level of proof than local law enforcement would need to get a conviction. Nevertheless, allegations of criminal or other dangerous activity should be made with care. Given the seriousness of the charge, always contact an attorney before proceeding with this option.
 - Note also that your failure to act if you have grounds for serving such a notice may also put you at risk. If your tenants act on a threat, or continue to carry out extreme behaviors that endanger the community, you could face legal action by harmed neighbors or by the local government for not taking action once you had knowledge of the problem.
 - If you have the option, consider a "no-cause" or "nonrenewal" notice. In some rental situations, such as a month-to-month tenancy or at the expiration of a lease term, you may be able to terminate the rental agreement without giving a cause. This is not an option in every rental situation, but if it is in yours it can be a legal, less adversarial way to solve the problem.
 - Consider serving notice for other apparent causes. "Cause" in this case could be disturbance of the neighbors' peace, nonpayment of rent, or any other significant issue of noncompliance with the rental agreement that you have discovered recently. Again, if you have criminal activity, an inspection will likely reveal a failure to maintain the property as provided in the rental agreement, additional people living in the unit, or other noncompliant behavior.
 - Consider mutual agreement to dissolve the lease. A frequently overlooked method. Essentially, if both you and your tenant can agree that the tenant will move by a specific date, you may not need to pursue the court-ordered eviction process at all. In some instances, this can be beneficial to both

parties. Write the tenant a letter discussing the problem and offering whatever supporting evidence seems appropriate. Recommend dissolving the terms of the lease, thus allowing the tenant to search for other housing without going through the confrontation of a court-ordered eviction. If applicable, assure tenants who are receiving a rent subsidy that a mutual agreement to dissolve the lease will not threaten program eligibility.

Make sure the letter is evenhanded — present evidence, not accusations. Make no claims that you cannot support. Have the letter reviewed by an attorney familiar with landlord-tenant law. Done properly, this can be a useful way to resolve a problem to both your tenant's and your own satisfaction without dealing with the court process. Done improperly this will cause more problems than it will solve. Don't try this option without doing your homework first.

Finally, if you evict someone for criminal activity, *share the information*. Landlords who are screening tenants down the road may not find out about it unless the information is documented. For example, if the tenant received a rent subsidy of some type, make sure the program provider has the appropriate information. Also, contact the screening company or credit reporting service you use and advise them of the circumstances; they may also be able to keep track of the information.

How to Serve Notice

When a notice to terminate a lease or rental agreement is served, quite often the tenant moves out and the procedure is complete. However, in those cases where a tenant requests a trial, the details of the process will be analyzed. As one landlord puts it: "90% of the cases lost are not lost on the bottom-line issues, but on technicalities." Another points out: "Even if you have police testimony that the tenants are dealing drugs, you *still* have to serve the notice correctly."

Eviction options include a legal process that you must follow. In addition, the process may also be affected by the provisions of your rental agreement, Section 8, or other subsidized housing contract. Begin by reading your rental contract and landlord-tenant law. One of the best tools you can develop is a comfortable, working knowledge of the law. In any eviction, take the following steps:

- **1. Start with the right form.** The safest bet is to use a form provided by your attorney or a competent publisher of Pennsylvania landlord-tenant forms.
- 2. Fill it in correctly. If it is a for-cause notice for a lease violation, you must cite the specific breach of the lease and briefly describe the tenant's noncompliant behavior. You will need to have the correct timing of the notice recorded. There will be other elements to include. For example, if it is a Section 8 rental, you may need to note that a copy of the notice is being delivered to the local Public Housing Agency. If you are not experienced in filling out and servicing such notices, this would definitely be the point to get legal assistance.
- **3. Time it accurately.** Many cases are lost by landlords simply because they didn't count the required number of days for a lease termination notice correctly.
- 4. Serve it properly. Pennsylvania's Landlord and Tenant Act of 1951 specifies that a "Notice to Quit" "may be served personally on the tenant, or by leaving the same at the principal building upon the premises, or by posting the same conspicuously on the leased premises." In residential leases it makes sense to use personal service or to post conspicuously on the leased premises.
- 5. Don't guess; get help. As mentioned earlier, unless you are comfortable with the process, consult with an attorney who is well experienced in landlord-tenant law before you serve a rental termination notice. If you have criminal activity on your property, you already have a major problem. Now is not the time

to cut corners in order to save money. Using the correct legal process could save you thousands in damages, penalties, and legal fees down the road.

Levels of Evidence

An eviction trial is a civil proceeding. This means that civil levels of proof are typically all that are required to succeed. For example, in eviction court landlords have established a strong proof of criminal activity in a rental by providing the following:

- Credible testimony of neighbors who have observed related behavior (such as that described in the chapter on *Warning Signs of Drug Activity*).
- Their own testimony about additional signs that may have been observed on inspection of a unit.
- The subpoenaed testimony of a police officer who has made an undercover buy from a tenant or arrested a tenant for possession of drugs.

From a *criminal law* standpoint, this level of proof might not be enough for police to get a search warrant. But it can be enough to prove criminal behavior for a civil court. Of course, the actual level of proof required in your case will be determined by a combination of local law, court precedents, the magistrate, and the "trier of fact" (a magistrate or sometimes a jury) who hears the case. For more on the issues of criminal versus civil law, see the following chapter on *The Role of Police*.

The Court Process

The popular belief is that a Notice to Quit is sufficient to force a tenant to move out by the date specified on the notice. In fact, the notice is just the first step. Technically, the landlord's first notice to vacate means that, should the tenant not move out by the date specified (or remedy the issue by, for example, paying the rent due), then the landlord may file suit to regain possession of the property. While many tenants will move out before the initial notice expires, if the tenants do not, the landlord will need to start a legal action with the local courts to regain possession of the property.

In cases where a tenant wishes to contest an eviction, the tenant will be allowed to remain on the premises until a landlord has received a court judgment against the tenant. Then, if forced physical removal of the tenant is required, it will be done by the constable.

Landlords and property managers who are not familiar with the process should seek the services of a competent landlord-tenant attorney prior to attempting to navigate the eviction/ejectment process. Very generally, the process involves the following:

- After the Notice to Quit has expired, if your tenant has not complied by moving out (or for example, paid the rent), then you would file a complaint with the Magisterial District Judge (magistrate). The magistrate will schedule a hearing relatively quickly commonly 7-15 days after the landlord files the compliant. The Court will summon the tenant to appear.
- At the hearing, the magistrate will either render a judgment or issue one shortly thereafter (within 3 days). In cases where the landlord prevails, there will be a judgment against the tenant, typically for possession of the premises as well as damages or rent owed as may be applicable. Either party can appeal the judgment for possession within 10 days to the Court of Common Pleas, or the money judgment within 30 days, with a right to a "de novo" hearing (essentially the opportunity to retry the case anew in this case have the Court of Common Pleas redo the hearing).
- Should the tenant fail to move out, unless the tenant has started an appeal of the case, 10 days after the judgment is issued the landlord may file for an Order of Possession requiring the tenant to vacate

within 10 days of the date of service by the constable. Assuming the landlord has done the process correctly, after that 10 days expires, the landlord may notify the constable that the tenant has not moved out and request that the constable remove the tenant.

Again, the above is intended only as an overview. Seek the guidance of an experienced landlord-tenant attorney if you are not already familiar and comfortable with the process. Perhaps the most compelling point we can make about the entire eviction process, from service of notice to arguing in court, is this: Eviction is an expensive, time-consuming way to "screen" tenants. You will save much heartache and considerable expense if you screen your tenants carefully before you rent to them, instead of discovering problems after you are already committed.

If You Have a Problem with Neighboring Property

When chronic nuisance activity is present in a neighborhood, every affected person makes a conscious or unconscious choice about what kind of action to take. The choices are to move away, to do nothing and hope the problem will go away, or to take action to stop the problem. Doing nothing or moving away usually means the problem will remain and grow larger; somebody someday will have to cope with it. Taking action, especially when it involves many neighbors working together, can solve the problem and create a needed sense of community.

Many neighbors are under the impression that solutions to crime are the exclusive responsibility of police and the justice system, that there isn't much an individual neighbor can do. Actually, there is a lot neighbors can do, even must do, in order to ensure they live in a safe and healthy community. Getting more involved in your neighborhood isn't just a good idea; it is how our system of law and civic life was designed and the only way it can really work. With that in mind, the following is a list of proven community organizing techniques to help you begin.

- 1. Find others concerned about the problem and enlist their help. As you consider the steps described below, keep in mind that multiple neighbors following the same course of action will magnify the credibility and effectiveness of each step. In particular, several neighbors calling a government agency separately about the same problem will usually raise the seriousness of the problem in the eyes of the agency. Involvement of multiple neighbors also increases safety for everyone because retaliation is less likely to occur when perpetrators perceive that complaints are not all coming from a single person.
- 2. Make sure police are informed in detail. It doesn't matter how many police we have if people don't call and tell them where the crime is. Even if you have had the experience of calling without getting the results you expect, keep calling. As you also follow other recommendations of this section, keep working with police throughout the process. Establishing a connection with a particular officer who works the area regularly is often a key to success. Other strategies include:
 - ▶ **Report incidents when they occur**. Call 9-1-1 if it is an emergency or call police narcotics detectives, gang units, and other special enforcement units as appropriate.
 - **Keep activity logs or diaries** about the address when disturbances are frequent, and encourage neighbors to do the same. Share copies of these logs with an officer, in person if possible.
 - Encourage civil abatement action. When speaking with enforcement officials, be aware that, in addition to criminal investigation, police may also have the option of using civil law to help solve a problem, such as fining the owner or closing property that is associated with illegal drug activity. For example, Pennsylvania's Expedited Eviction of Drug Traffickers Act allows a District Attorney to abate a problem with drug activity at a rental property, if the owner is not willing to. Police working with the District Attorney may be able to help such an action happen if other steps are not solving the problem.

- 3. Consider direct contact with the property owner. Many concerned neighbors will contact the owner directly and ask for help in solving the problem. While police officers may do this for you, it is also an option available to any person directly. Understand that there may be a risk to your personal safety in contacting an irresponsible owner, so plan your approach carefully. In general, try a friendly, cooperative approach first; it usually works. If it doesn't, then move on to more adversarial tactics. Here are some tips for the friendly approach:
 - Use property tax records to find the owner. Local property tax assessment records generally will identify who owns the property.
 - Contact the owner. It is amazing how often this simple step is never taken. Discuss the problem and ask for assistance with stopping it.
 - Suggest this training. If the property is a rental, consider delivering a copy of this manual and encourage the owner to attend a Landlord Training Program in your area.
 - **Describe events**. Provide the owner with specific descriptions of events: Answer the questions who, what, where, when, and how about each event.
 - ▶ **Give police references**. Give the property owner the names of officers who have been called to the address. (Names of specific officers are far more useful than general statements like "The police have been out frequently.")
 - ▶ **Help locate criminal records if appropriate**. Learn how to access criminal background information, or how the property owner can.
 - **Share activity logs**. Give copies of activity logs to the landlord if it appears the landlord will use them to support lease enforcement actions.
- **4. Enlist the help of others**. If it becomes apparent that the problem will not get resolved without more effort, it may be time for more aggressive action. This may take a higher level of organization and structure for the neighborhood. Here are some approaches to apply more pressure:
 - Remind others to call. After any action you take, call several other neighbors and ask them to consider doing the same thing, whether it is reporting an incident to police, calling the landlord, or speaking to a local official. Do not ask neighbors to call and repeat your report. Do ask neighbors to make an independent assessment of the problem you have observed and, if they also consider it a problem, to report it as well.
 - **Call the Public Housing Authority.** If the residents are receiving public housing assistance, contact the local Housing Authority and report the problems observed.
 - Call code inspection. Call your local building maintenance code enforcement department to report maintenance code violations. Maintenance codes address building structure, sanitation, maintenance, safety, and appearance (e.g., peeling paint or graffiti), as well as nuisance conditions such as abandoned cars, trash, noxious weeds, or other indicators of unapproved use or general neglect. Most properties with problem residents will have many violations of maintenance codes as well.
 - Consider calling the mortgage holder. Sometimes the holder of the mortgage on a property can take action if the property is not in compliance with local law. Generally, if a financial institution is holding a mortgage on real property, the name of the institution will be listed on the title records, kept by the local assessor's office.
 - ▶ Write letters or e-mails. All community members have the power to write to anyone mayors, council members, chiefs of police, building inspectors, and others. Your written documentation can

add credibility and legitimacy to a problem that has not received required attention. The first letters should be to those in a position to take direct action: a police officer, code inspector or other person tasked with addressing problems like the one you are working on. Don't write letters to managerial or political authorities until you have given the "chain of command" a chance to work. Do write letters to such authorities if it becomes apparent that the help your neighborhood needs is not forthcoming. When necessary, follow up calls or letters with personal appointments.

- **5. Two strategies of last resort**. Generally, these activities should be undertaken only by a well-organized group, and only when consistent, diligent work with police, neighbors, and city officials has made little or no progress.
 - Consider getting the media involved. After making a concerted effort to get results through other means, discussing the problem with the media can be a way to focus more attention, and sometimes resources, on a problem. However, going to the media with your complaint before communicating clearly to the responsible organization can be counterproductive. It can cause justifiable resentment in public officials who feel blind-sided by the media attention on an issue about which they had no prior warning. Also, be aware that if the problem is associated with criminal drug or gang activity, attracting media attention that results in your being the featured interview subject can increase the risk to your personal safety.
 - Start legal action against the property owner. Neighbors harmed by a nuisance property can also pursue lawsuits directly. In the final analysis, even the most negligent property owners will take action when they fully realize it will cost more to ignore the problem than to stop it. In general, this is not an easy process to pursue and should be considered only as a last resort. The vast majority of neighborhood problems can be solved without having to go through the time and expense of legal action.

THE ROLE OF POLICE

Build an effective partnership.

COMPLAINTS WE HAVE HEARD:

"The problem is the police won't get rid of these people when we call. We've had dealers operating in one unit for four months. The other tenants are constantly kept up by the activity — even as late as 2:00 or 3:00 in the morning on weeknights."

"I called police about one of my properties. They wouldn't even confirm that anyone suspected activity at the place. A month later they raided the house. Now I'm stuck with repair bills from the raid. If they had just told me what they knew, I could have done something."

ADVICE WE WERE GIVEN:

"In almost every case, when the police raid a drug house, there is a history of compliance violations unrelated to the drug activity for which an active landlord would have evicted the tenant."

— Narcotics detective

The Basics

Know how to work with the system to ensure rapid problem resolution. Have a working knowledge of how your local law enforcement agency deals with drug problems in residential neighborhoods.

Defining the Roles: Landlords and Police

It is a common misconception that law enforcement agencies can evict tenants involved in illegal activity. In fact, only the landlord has the authority to evict; police do not. Police may arrest people for *criminal* activity. But arrest, by itself, has no bearing on a tenant's right to possess your property.

Eviction, on the other hand, is a civil process. The landlord sues the tenant for possession of the property. Note the differences in level of proof required: Victory in civil court requires "a preponderance of evidence;" the scales must tip, even slightly, in your favor. Criminal conviction requires proof "beyond a reasonable doubt," a much tougher standard. Therefore, you may find yourself in a position where you have enough evidence to evict your tenants, but the police and prosecutors do not have enough evidence to arrest and get a conviction. Further, even if the police arrest your tenants, and a court convicts them, you still must evict them through a separate process or, upon release, they have the right to return to and occupy your property.

Many landlords are surprised to discover the degree of power they have to stop illegal activity at their property and thus remove the threat to the neighborhood. As one police captain put it:

"Even our ultimate action against a drug operation in a rental, the raid and arrest of the people inside, will not solve a landlord's problem, because the tenants retain a legal right to occupy the property. It's still the tenants' home until they move out or the landlord evicts them. And, as is often the case, those people do not go to jail, or do not stay in jail long. It's surprising, but the person with the most power to stop the impact of an individual drug house operation in a neighborhood is the property owner, the landlord. Ultimately [the landlord] can make the people not be there anymore. The police can't do that."

The only time law enforcement may get involved in eviction is to enforce the outcome of your civil proceeding. For example, when a court issues a judgment requiring a tenant to move out and the tenant refuses, the landlord may take steps that result in the constable physically removing the tenant. But until that point law enforcement does not get directly involved in the eviction process. However, police may be

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able to provide information or other support appropriate to the situation, such as testifying at the trial, providing records of search warrant results, or standing by while you serve notice.

Again, criminal arrest and civil eviction are unrelated. The only connection being the possibility of subpoening an arresting officer or using conviction records as evidence in an eviction trial. No matter how serious a crime your tenants have committed, eviction remains your responsibility.

What to Expect

Police officers are trained to deal with dangerous criminal situations. They are experts in enforcing criminal law. They are not authorities in civil law. As such, if you have tenants involved in illegal activity, while you should inform police, do not make the common but inaccurate assumption that you can "turn the matter over to the authorities" and they will "take it from there." Because landlord-tenant laws are enforced only by the parties in the relationship, when it comes to removal of a tenant, landlords *are* the "authorities." With that in mind, you will get best results from police by providing any information you can for their criminal investigation, while requesting any supporting evidence you can use for your civil proceeding.

To get good cooperation, remember the rule of working with any bureaucracy: The best results can be achieved by working one-on-one with the same contact. Further, while this rule applies to working with any bureaucracy, it is especially important for working with a law enforcement agency where sharing information with the wrong person could ruin an investigation or even endanger an officer. If an officer doesn't know you, the officer may be hesitant to share information about suspected activity at your rental.

Your best approach, therefore, is to make an appointment to speak with an officer in person or to call your local station and arrange to speak directly with an officer who patrols the area where your rental is located. There can be a huge difference between the type of information available through a single, anonymous phone call and the amount of assistance possible if you arrange an in-person meeting.

The type of assistance possible will vary with the situation, from advice about what to look for on your property, to documentation and testimony in your eviction proceeding. But remember that it is not the obligation of the police to collect information necessary for you to evict problem tenants. While you can get valuable assistance from police, don't wait for police to develop a criminal case before taking action. If neighbors are complaining that you have criminal activity or other dangerous situations in your rental, investigate the problem and resolve it as quickly as possible (see the previous chapter on *Crisis Resolution*). Do not assume that the situation at your unit must be under control simply because the police have yet to serve a search warrant at the property.

Closure and Forfeiture

Versions of laws are on the books nationwide that allow such actions as heavy fines against owners who allow drug manufacturing or sale on their property, closure of such property for specified time periods, mandatory removal of tenants, or even forfeiture of property when the owner's complicity with the crime can be established.

While it is valuable for you to be aware of the specific laws that affect your area, it is a characteristic of most that they are rarely used on properties that are actively managed. If you are screening your tenants well, enforcing your rental agreements, and in apartments, encouraging a sense of healthy community among your good tenants, it is unlikely that such laws will ever be used against you or your property. While other Federal, State, and local laws could be used, one example of such a law, is Pennsylvania's Expedited Eviction of Drug Traffickers Act, described in the previous chapter on page 51.

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SECTION 8 HOUSING CHOICE VOUCHERS

ADVICE WE WERE GIVEN:

"Few landlords realize it, but you can screen a subsidized applicant the same way you screen any applicant. Most don't screen subsidized applicants for rental history — either because they don't know they can, or because they are too excited about the guaranteed rent check."

"For landlords the message is simple. Bottom line, if you screen your tenants, Section 8 is a very good program." — A Section 8 Program Director

The term "Section 8 Housing Choice Voucher" refers to a federal subsidy program that assists qualified low-income tenants in paying for rental housing. The tenant pays a portion of the rent, while the federal government pays the rest. The Section 8 program is under the control of the U.S. Department of Housing and Urban Development (HUD) and administered locally by Public Housing Agencies (PHAs).

The Basics

Understand the legal and practical differences between publicly subsidized and private renting. Have the same success rate as can be expected with private rentals.

Some Benefits

The most important benefit of participating in the Section 8 Housing Choice Voucher program is that, if done responsibly, it helps the entire community. Those landlords who meet their responsibilities and require Section 8 tenants to do the same provide a valuable service, by renting decent housing to good tenants who otherwise could not afford it. In addition to the satisfaction of serving the public good, landlords can enjoy additional direct benefits for their business:

- 1. Reliable rent. A large portion of the rent, and sometimes all of it, is guaranteed by the federal government. So, once the paperwork is processed, you'll get the subsidy portion on time, every month. Also, assuming you screen your applicants responsibly, your tenants should be able to pay *their* portion on time since the amount is predetermined to be within their means.
- 2. Payment standards based on "Fair Market Rents." HUD and local Public Housing Agencies work to ensure that vouchers are sufficient to help the tenant meet the cost of renting in the area and that voucher rents are reflective of local market rents. For landlords who are not aware that higher rents are more typical, it may be a pleasant surprise to discover that a voucher rent is higher than you have been charging. Those who are charging rates comparable to other nearby rentals will receive similar amounts under the Section 8 Housing Choice Voucher Program.

Some Misconceptions

Public Housing Agencies (PHAs) prescreen their participants along the same guidelines that a landlord should use.

False. The PHA screens primarily for program eligibility (e.g., income level). It is up to the landlord to screen tenants: Make sure they can pay the remainder of the rent, check their rental record through previous landlords, and run all other checks the same way you would with a private renter. You are not only permitted to, you are expected to. You may turn down Section 8 applicants who do not meet your screening criteria, and accept those who do, just as you would with any other applicant. As one program

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manager put it, "For landlords the message is simple. Bottom line, if you screen your tenants, as you should be doing anyway, Section 8 is a very good program."

Landlords who rent to Section 8 tenants must use the Public Housing Agency's model lease.

False. Revised HUD guidelines are designed to make it easier for the landlord to use the same lease that is used for nonsubsidized tenants. However, the landlord will generally be required to use an approved lease addendum, provided by the local housing agency that may override, add to, or modify some conditions of the lease that the landlord typically uses with nonsubsidized tenants. As should be obvious, it is important to read such paperwork before signing and to be aware of differences between the conditions of your Section 8 lease and/or lease addendum and the conditions under which you typically rent to non-subsidized tenants.

Tenants on Section 8 cannot be evicted.

False. This misconception arises primarily from a confusion about the types of notices that can be served on a subsidized tenant. While it is true that, during the initial term of the lease, a Section 8 lease will forbid the use of "no-cause" or "non-renewal" notices, in general, all "for-cause" notices still apply. So, for example, if a tenant is violating the terms of the lease or damaging the property, a landlord may serve the applicable for-cause notice as defined in landlord-tenant law. HUD regulations now permit landlords in many areas to use a lease that will permit "no-cause" terminations after the initial term of the lease.

Section 8 participants are bound by the same state and local landlord-tenant laws that govern non-subsidized rental relationships. In theory, the only difference should be the phrasing of the lease. However, there *are* instances when evictions can be more complicated with Section 8 tenants. Your best approach, as with any eviction, is to speak with an experienced landlord-tenant attorney before starting the process.

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Resources

Because many of the key resources available to landlords and property managers vary by city, county, and state, it is impractical to provide a resource list in a national manual. Therefore, the following are examples of the types of resources you may wish to use as you pursue your property management goals and suggestions for how to locate them.

Property Management Associations and Forms Suppliers

The service and type of support offered by each organization varies. Examples of services include: rental forms, continuing education, attorney referrals, answering landlord-tenant questions, legislative lobbying, running credit checks, monthly meetings to discuss topics of interest, and various other services. The level of service and ability to advise varies as well. Start with an online search for rental housing, apartment, multifamily, or landlord associations in your state. Note that some are associated with national organizations such as the National Apartment Association, the National Association of Home Builders, the National Association of Housing and Redevelopment Officials, the National Association of Residential Property Managers, the Institute of Real Estate Management, the National Multifamily Housing Council, and others. Three sources of local help that may be of benefit to Bethlehem-area landlords include the following organizations identified during the research for this project. The following names are provided for reference only — research was not conducted to independently verify the quality of materials or instruction each may provide:

- ▶ DIG: Diversified Real Estate Investor Group (digonline.org). DIG is a local chapter (serving Philadelphia, Montgomery, Bucks, Delaware, Chester, Lehigh, and Northampton Counties) of the Pennsylvania Residential Owners Association (proassoc.org). Note that It has a Lehigh Valley Subgroup that meets monthly. Go to: digonline.org/benefits/sub-groups for more information. Nonprofit.
- Donald Beck (DonaldPBeck.com), provides forms and education for landlords with particular focus on Pennsylvania rental management. Mr. Beck's website describes him as a real estate investor and past president of DIG. For-profit.
- Landlord Association of Pennsylvania (landlordassocpa.com). For profit.

Tenant Screening Services

Screening companies that serve your area well are often best found by joining a local property management association and asking other members who they use. Select an experienced screening company that specializes in landlord-tenant services; that is, they are in the tenant screening business and are not simply selling aggregate online searches of otherwise publicly available data.

While credit reports are standard, other services vary and may include: providing records of courthouse eviction proceedings; tracking landlord complaints on problem tenants; search of public records for judgments, tax liens, or lawsuits; criminal background checks; employment verification; verification of address; and reference checking with the present and previous landlords. Your best bet is to contact a few different companies, interview them about their level of service (and fees), and check *their* references and reputations with other landlords.

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City of Bethlehem Services

To access much more information about the City of Bethlehem, visit online at www.bethlehem-pa.gov/. While the main City Hall number is 610-865-7000, you may find it easier to call directly to the department or bureau that is responsible for the area of your concern. Among many other City resources, the following may be of particular use:

POLICE, FIRE, OR MEDICAL EMERGENCIES ONLY......9-1-1

BUREAU OF HOUSING INSPECTIONS, CONSTRUCTION & PERMITTING DEPARTMENT:

The Bureau of Housing deals with issues that includes landlord/property maintenance issues, abandoned vehicles, properties not being maintained, overcrowding, and vacant structures (go to www.vacantpropertyregistry.com for the last one)

General web site <u>www.bethlehem-pa.gov/construction/housing.html</u>
Permitswww.bethlehem-pa.gov/permits.html#code
General number
Fax610-865-7330
Alarm Registration610-865-7181
Building, Plumbing, Mechanical610-865-7091
Driveway610-865-7063
Electrical610-865-7093
Excavation
Garbage Haulers, list610-865-7083
Housing610-865-7097
Moving610-865-7125
Occupancy610-865-7091
Sewer Connection
Sidewalk
Street Opening
Street Tree Permits
Water Service Application610-865-7076
Plumbing Permit

CURBSIDE RECYCLING, RECYCLING DEPARTMENT:

All residents of the City of Bethlehem are required to recycle. The City of Bethlehem Recycling Department provides biweekly curbside recycling pickup for all residents

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CRIME PREVENTION OFFICE, POLICE DEPARTMENT:

Contact the Crime Prevention Office for property design, lighting, and landscaping suggestions based on the Crime Prevention Through Environmental Design concepts described in this manual. Also contact the Crime Prevention Office for fingerprint Identification for children, McGruff the Crime Dog visits, free gun locks, Blockwatch coordination and participation by police officers, Cops and Kids book program, and free brochures, posters, and presentations on a variety of topics.

Police, Fire, or Medical Emergency	9-1-1
Police, non-emergency	610-865-7187
Crime Prevention Office	610-865-7181

GRAFFITI REMOVAL:

Call the City's Graffiti Removal Hotline to report graffiti anywhere in the City and for information and assistance on removal:

HEALTH DEPARTMENT:

The Health Department deals with issues of garbage, rubbish and debris, high grass and weeds (May 1-October 31), vector control (e.g., rats), dog feces, and other unsanitary conditions that are detrimental to health.

Phone:	610-865-7083
General email:askbhb@	bethlehem-pa.gov

HISTORIC DISTRICT:

There are three historic districts in the City of Bethlehem where a Certificate of Appropriateness is required prior to issuance of a building permit in cases where the work is visible from the public right of way. These districts include areas of the central business districts found on each side of the Lehigh River and the Mount Airy Neighborhood in West Bethlehem.

Phone	610-865-7088
Website	www.bethlehem-pa.gov/planning/historicDistricts.html

ZONING:

New construction, additions, fences and other residential projects require zoning approval. Your first step is to call or visit the City of Bethlehem's Zoning Office to discuss your project with the Zoning Officer.

Website	www.bethlehem-pa.gov/planning/zoning.html
Phone	610-997-7640

Other Landlord Resources

Bethlehem Housing Authority. 645 Main Street - 4th Floor, Bethlehem PA 18018, 610-865-8300, TDD-(Hearing Impaired) 610-865-8333. Web site: bha645.homestead.com. Public Housing and Section 8 Housing Voucher Program Information.

North Penn Legal Services (northpennlegal.org) is a nonprofit organization providing civil legal aid to low-income residents of Northeastern Pennsylvania. Visit North Penn Legal Services to learn more about

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tenant's rights and Fair Housing education. From their home page, click on "Get Help" and then see the links under Housing, Landlord/Tenant Rights.

State and Federal Laws

The following are valuable places to start your search for state or federal landlord-tenant laws:

- Pennsylvania Laws: pa.gov, then click on "information" and then "laws and legal information." Note that the "Landlord and Tenant Act of 1951" (which, despite its name, has been revised significantly since 1951) is the cornerstone of landlord-tenant law in Pennsylvania.
- ▶ HUD Fair Housing Page: Enter "HUD Fair Housing" in your search engine and select options with a "hud.gov" related address.

City of Bethlehem Ordinances Included in this Manual

All Bethlehem Ordinances may be found online at: www.bethlehem-pa.gov/ordinance/index.html. The following Bethlehem ordinances have been included in this manual because they are of especially high importance for landlords to be familiar with. That is, if you own rental property in Bethlehem and are not familiar with local ordinances, these three are a very good place to start.

- ▶ Article 145: Bethlehem Human Relations Commission. Defines protected classes within the City of Bethlehem, which includes the classes already protected by Federal and State law as well as additional classes added by the City. (Caution: Article 145 is more comprehensive than Bethlehem's "Fair Housing Ordinance" Article 1737 which can cause confusion for those who are not aware of the existence of both Ordinances. Despite the confusing nomenclature, for landlords, the information in Article 145 is more complete.)
- ▶ Article 1731: Inspections. Defines rental registration and inspection requirements for properties in the City of Bethlehem. Requires, for example, that all rental dwelling units be inspected each time a unit becomes vacant, that all sororities and fraternities be inspected annually, and that all properties being offered for sale be inspected. Also requires all rental housing units to be registered with the Bureau of Inspections of the Department of Community and Economic Development.
- Article 1739: Regulated Rental Unit Occupancy (applies to rental dwellings with three to five unrelated occupants). A "Regulated Rental Unit" is a residential rental unit occupied by three or more, but not more than five, unrelated persons (see ordinance for specifics). If you have rentals that fit this description, this ordinance applies. Among various other provisions, annual licensing and inspections are required and specific minimum responsibilities for both landlords and tenants are described. In addition, the ordinance requires that every rental agreement for a Regulated Rental Unit include the lease addendum in the ordinance which begins on page 19 of Article 1739.

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Bethlehem Human Relations Commission

- 145.01 Purpose and Declaration of Policy.
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145.01 Purpose and Declaration of Policy.

- A. In order to ensure that all persons, regardless of actual or perceived race, color, sex, religion, ancestry, genetic information, national origin, sexual orientation, gender identity or expression, familial status, marital status, age, mental or physical disability, use of guide or support animals and/or mechanical aids enjoy the full benefits of citizenship and are afforded equal opportunities for employment, housing and the use of public accommodations, and to have equal access to post-secondary educational institutions, it is necessary that appropriate legislation be enacted.
- B. It is hereby declared to be the public policy of City of Bethlehem to foster the employment of all individuals in accordance with their fullest capacities regardless of actual or perceived race, color, sex, religion, ancestry, genetic information, national origin, sexual orientation, gender identity or expression, familial status, marital status, age, veteran status, mental or physical disability, use of guide or support animals and/or mechanical aids, and to safeguard their right to obtain and hold employment without such discrimination, to assure equal opportunities to all individuals and to safeguard their rights to public accommodation and to secure housing accommodation and commercial property without regard to actual or perceived race, color, sex, religion, ancestry, genetic information, national origin, sexual orientation, gender identity or expression, familial status, marital status, age, mental or physical disability, use of guide or support animals and/or mechanical aids, and to have equal access to post-secondary educational institutions without regard to actual or perceived race, color, sex, religion, ancestry, genetic information, national origin, sexual orientation, gender identity or expression, familial status, marital status, age, mental or physical disability, use of guide or support animals and/or mechanical aids.
- C. Nothing in this chapter shall be construed as supporting or advocating any particular doctrine, position, point of view, lifestyle or religious view. To the contrary, it is

the intention of this chapter that all persons be treated fairly and equally, and it is the express intent of this chapter to guarantee fair and equal treatment under the law to all people of the City of Bethlehem.

D. This chapter shall be deemed an exercise of the police power of the City of Bethlehem for the protection of the public welfare, prosperity, health and peace of the City.

145.02 Definitions.

The following words and phrases when used in this chapter shall have the meanings given to them in this subsection.

CITY: City of Bethlehem, Counties of Northampton and Lehigh, Commonwealth of Pennsylvania.

CITY COUNCIL: The City Council of Bethlehem.

DISCRIMINATION: Any discriminatory act(s) taken by any person, employer, landlord, employment agency, labor organization or public accommodation on the basis of actual or perceived race, color, sex, religion, ancestry, genetic information, national origin, sexual orientation, gender identity or expression, familial status, marital status, age, mental or physical disability, use of guide or support animals and/or mechanical aids.

DISCRIMINATORY ACTS: All acts defined in the Pennsylvania Human Relations Act as unlawful discriminatory practices. The fact that the Pennsylvania Human Relations Act would not define a practice as unlawful when that practice is taken on the basis of actual or perceived sexual orientation, gender identity or expression, genetic information, familial status, or marital status shall not exempt such practice from being considered a discriminatory act under this chapter.

EDUCATIONAL INSTITUTION: Those post-secondary programs defined as educational institutions pursuant to the Pennsylvania Fair Educational Opportunities Act, 24 P.S. § 5001, et seq.

GENDER IDENTITY OR EXPRESSION: Self perception, or perception by others, as male or female, and shall include an individual's appearance, behavior, or physical characteristics, that may be in accord with, or opposed to, one's physical anatomy, chromosomal sex, or sex assigned at birth, and shall include, but is not limited to, persons who are undergoing or have completed sex reassignment, are transgender or gender variant.

GENETIC INFORMATION: That information which is defined as genetic information in the Genetic Information Nondiscrimination Act of 2008, 42 U.S.C.A. § 2000ff.

EMPLOYEE: Does not include any individuals who, as a part of their employment, reside in the personal residence of the employer.

EMPLOYER: Any person who employs one or more employees, including the City, its departments, boards and commissions, and any other government agency within its jurisdiction.

ORDINANCE: This chapter, which shall also be known as the "Anti-Discrimination Ordinance."

PERSON: Any natural person, fraternal, civic or other membership organization, corporation, general or limited partnership, proprietorship, limited liability company, or similar business organization, including the City, its departments, boards and commissions, and other for-profit and nonprofit organizations.

PUBLIC ACCOMMODATION: Any accommodation, resort or amusement which is open to, accepts or solicits the patronage of the general public or offers goods or services, including loans, to the general public or is listed in Section 4(l) of the Pennsylvania Human Relations Act, 43 P.S. § 954(l), but shall not include any accommodations which are in their nature distinctly private.

SEXUAL ORIENTATION: Actual or perceived homosexuality, heterosexuality and/or bisexuality.

To the extent words and phrases appearing in this chapter are not expressly defined herein, the meaning of this chapter shall be construed consistently with the Pennsylvania Human Relations Act.

145.03 Unlawful Practices.

- A. Discrimination in housing, employment, public accommodations or access to educational institutions is prohibited under this chapter.
- B. Retaliation against any individual because such individual has opposed any practice forbidden by this chapter, or because such individual has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing under this chapter is prohibited under this chapter.
- C. Aiding, abetting, inciting, compelling or coercing the doing of any act declared by this chapter to be an unlawful practice, or obstructing or preventing any person from complying with the provisions of this chapter is prohibited under this chapter.

145.04 Exception.

Notwithstanding any other provision of this chapter, it shall not be an unlawful employment practice for a religious corporation or association, not supported in whole or in part by governmental appropriations, to refuse to hire or employ an individual on the basis of religion.

Nothing in this chapter shall be interpreted to prohibit a religious organization, religious denomination, or association of religious organizations or denominations that is exempt from Federal taxation under Section 501(c)(3) of the Internal Revenue Code, or any organization affiliated with that religious organization, religious denomination, or association of religious organizations or denominations, from engaging in any conduct or activity that is required by, or that implements or expresses its religious beliefs or tenets of faith. Nor shall anything in this chapter be interpreted to require any such religious organization, religious denomination, or association of religious organization or denominations, or any organization affiliated with that religious organization, religious denomination, or association of religious organizations or denominations to engage in any conduct or activity that is prohibited by its religious beliefs or tenets of faith. Nor shall any such religious organization, religious denomination, or association of religious organizations or denominations be required to engage in any conduct or activity that would violate its religious beliefs or tenets, as a condition of entering into any contract with any agency of this City.

145.05 Establishment of Human Relations Commission.

A. Pursuant to 43 P.S. § 962.1 of the Pennsylvania Human Relations Act, there is hereby established a Human Relations Commission in and for Bethlehem (hereinafter referred to as the "Bethlehem Human Relations Commission" or the "Commission").

B. The Bethlehem Human Relations Commission shall consist of no fewer than nine and no more than thirteen members, who shall serve overlapping terms of three years each. At all times there shall be an odd number of members. If the number of Commission members is nine, six Commission members shall be appointed by the Mayor with the approval of City Council and three of the Commission members shall be appointed by City Council. If the number of Commission members is eleven, seven Commission members shall be appointed by the Mayor with the approval of City Council and four of the Commission members shall be appointed by City Council. If the number of Commission members is thirteen, eight Commission members shall be appointed by the Mayor with the approval of City Council and five of the Commission members shall be appointed by City Council. The Commission may elect up to three nonvoting, ex officio members to broaden the diversity that serves on the Commission. Members shall be residents of the City or business owners who operate within the City. No voting member of the Bethlehem Human Relations Commission shall hold any office in any political party. Members of the Bethlehem Human Relations Commission shall serve without salary but may be paid expenses incurred in the performance of their duties, as approved by Bethlehem Council. Paid staff may be hired by the Mayor to assist in the performance of the duties of the Commission, and any compensation must be approved by City Council. The City of Bethlehem Human Resources Director shall be the liaison to the Bethlehem Human Relations Commission for matters or complaints related to employment that are presented to the Commission. Should the City of Bethlehem be designated as a respondent in an allegation considered by the Human Relations Commission, in that case the Solicitor to Bethlehem City Council shall be the liaison to the Bethlehem Human Relations Commission. (Ord. 2014-1. Passed 1/6/14.)

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C. The Commission shall select one of its members as the Chairperson of the Commission. The Chairperson will be responsible for setting Commission meetings, coordinating with the City Clerk regarding received complaints and answers, and generally ensuring that the duties of the Commission are fulfilled. The Chairperson may delegate responsibility for Commission duties to specific Commissioners or to paid staff, if applicable.

D. City Council hereby grants to the Bethlehem Human Relations Commission all of the powers necessary to the execution of its duties (as set forth below), provided that those powers shall not exceed those exercised by the Pennsylvania Human Relations Commission under the Pennsylvania Human Relations Act.

E. Duties

The Commission shall:

- a. Promote mutual understanding, respect and cooperation among all racial, cultural, religious, ethnic, nationality and other groups within the City
- b. Make studies into the status of human relations in the City
- c. Cooperate with and assist other organizations, public or private, to improve relationships among the citizens of the City
- d. Conduct an educational program for furtherance of the improvement of human relations in the City
- e. Act as a referral group for complaints of alleged discrimination within the City and, wherever possible, the Commission shall refer the complainants to appropriate social, civic or government agencies for further action.

145.06 Procedures; Expanded Procedures.

A. Filing a complaint.

- 1. Any person(s) claiming to be aggrieved by an unlawful practice may make, sign and file a verified complaint alleging violations of this chapter, which shall include the following information:
 - a. The name and address of the aggrieved person(s);
 - b. The name and address of the person(s) alleged to have committed the prohibited practice;
 - c. A concise statement of the facts, including pertinent dates, constituting

the alleged discriminatory practice;

d. If applicable, the address and a description of the dwelling unit which is involved; and

- e. Such other information as may be required by the City/Human Relations Commission.
- 2. Complaints may be filed in person at the City Clerk's office or by mailing such complaints to the City Clerk's office or to the Chairperson of the Human Relations Commission. All complaints must be received by the City Clerk's office or by the Human Relations Commission within 180 days of the alleged act of discrimination to be considered timely.
- 3. The City Clerk's office shall convey all original complaints received by that office to the Chairperson of the Human Relations Commission within 10 days of the office's receipt of such complaints.

B. Notification and answer.

- 1. Within 30 days of its receipt of a complaint, the Human Relations Commission shall:
 - a. Send a copy of the complaint to the person(s) charged with a discriminatory practice [the "respondent(s)"]; and
 - b. Send a notice to the person(s) aggrieved, informing them that the complaint has been received. If the complaint alleges discrimination on a basis prescribed under federal or state law, the notice sent to the person(s) aggrieved shall also inform them of the right to file with the state Human Relations Commission and/or with the federal Equal Employment Opportunity Commission.
- 2. The respondent(s) shall file a written verified answer to the complaint within 60 days of receipt of the complaint. An answer to a complaint may be filed in the same manner as an original complaint. If the answer is filed with the City Clerk's office, it shall be conveyed by the City Clerk to the Chairperson of the Human Relations Commission within 10 days of the City Clerk's office's receipt thereof. The Commission shall promptly send a copy of the answer to the person(s) aggrieved.

C. Fact finding conference.

1. After the answer has been received, the Commission shall, within 60 days, invite the parties to voluntarily participate in a fact finding conference concerning the dispute. The parties shall respond to the invitation to

- participate in a fact finding conference within 30 days of being invited to participate.
- 2. If the parties agree to participate in a fact finding conference, the parties shall meet with a Commission member at a location mutually agreeable to the parties within 30 days of the agreement to participate. Each party will be invited at the fact finding conference to present evidence and documents relevant to the complaint. The fact finding conference will not be a public event, and no record of the conference will be created, excepting the findings of fact detailed in Subsection C.3 of this Section.
- 3. The parties shall notify the Commission of whether the fact finding conference resulted in a resolution of the complaint. In the event the complaint is resolved, the Commission shall notify the parties that the complaint has been dismissed. In the event the complaint is not resolved through the fact finding conference, then the Commissioner, within 30 days, shall prepare findings of fact and a conclusion as to whether the Commissioner finds probable cause that an unlawful practice has occurred.
- D. Disposition of the complaint. Provided the Commission has not elected under Subsection E of this section to use expanded procedures, and if the complaint is not resolved through the fact finding conference, the Commission shall, at the second Commission meeting following the fact finding conference, consider the findings prepared by the Commissioner who conducted the fact finding conference. The Commission shall accept or reject the findings by public vote. The Commission shall provide the parties with the findings of fact and conclusion, shall notify the parties of the outcome of the vote, and this notice shall also indicate that the person aggrieved has a right to pursue the matter in court by filing a lawsuit.
- E. Option of the Commission to elect for expanded procedures. The Commission shall have the authority to elect to adopt expanded procedures as set forth in Subsection F of this section subject to approval by City Council and appropriation of funding by City Council for such procedures. A majority of Commission members must vote in favor of adopting expanded procedures in order for such procedures to be adopted. In the event that such procedures are adopted, they must, while in effect, be applied to all complaints that are not resolved through a fact finding conference. If the Commission has adopted expanded procedures, it may also, by majority vote and in its sole discretion, eliminate such procedures.

F. Expanded procedures:

1. Dismissal or nondismissal of the complaint. If the fact finding conference was successful in resolving the complaint, the Commission shall follow the procedures set forth in Subsection C.3 of this section.

2. Investigation. The Commission shall, in a timely fashion, investigate the allegations of discrimination set forth in the complaint. The Commission may, in the conduct of such investigation, issue subpoenas to any person charged with an unlawful practice to furnish information, records or other documents, or to give sworn testimony, as necessary to assist in its investigation. The Commission may seek enforcement of its subpoena by Petition to the Court of Common Pleas of Northampton and/or Lehigh County as appropriate.

- 3. Finding of no cause. If it shall be determined after the Commission's investigation that there is no basis for the allegations of the complaint, the Commission shall cause to be issued and served upon the parties written notice of such determination. This notice shall inform the person aggrieved that he/she has the right to pursue the matter in court by filing a lawsuit.
- 4. Conciliation. If the Commission, after investigation, determines that probable cause exists for the allegations of the complaint, the Commission shall immediately endeavor to eliminate the unlawful practice complained of by persuasion, conference and conciliation.

5. Public hearing.

- a. If the Commission, in its discretion, finds it is not possible to eliminate the unlawful practices by persuasion, conference or conciliation, the Commission shall cause to be issued and served a written notice, together with a copy of the complaint, which informs the respondent that the respondent must answer the charges of such complaint at a hearing before the Commission at a time and place to be specified in such notice.
- b. The Commission may designate one or more of its members to preside at such a hearing or it may, at its election, conduct such hearing with a panel of either 2 or 3 Commissioners.
- c. At the public hearing, the case in support of the complaint shall be presented to the Commission by pro bono counsel or by the City Solicitor's office. The case in support of the complaint may instead be presented by the complainant's attorney, if the complainant is represented. Both the complainant and the respondent may appear at the hearing with or without counsel and provide testimony. In addition, both the complainant and the respondent may introduce the testimony of additional witnesses and may submit documentary evidence. The Commission and the parties shall not be bound by the strict rules of evidence at the hearing.
- 6. Findings. If upon all the evidence at the hearing the Commission shall find that a respondent has engaged in or is engaging in any unlawful discriminatory practice as defined in this chapter, the Commission shall state its findings of fact and shall issue and cause to be served on such respondent an order requiring such respondent to cease and desist from such unlawful discriminatory practice and to take such additional action as the Commission deems appropriate. The Commission shall have the authority to order any

remedies available to the Pennsylvania Human Relations Commission under the Pennsylvania Human Relations Act.

7. Finding of No Discrimination. If upon all the evidence the Commission shall find that a respondent has not engaged in any unlawful discriminatory practice, the Commission shall state its findings of fact and shall issue and cause to be served on the parties an order dismissing the complaint as to such respondent.

145.07 Private Right of Action and Nonlimitation of Remedies.

- A. Any person(s) aggrieved by a violation of this chapter shall have a right of action in the appropriate Court of Common Pleas either Lehigh or Northampton or any other court of competent jurisdiction and may recover for each violation the following remedies:
 - 1. Back pay, front pay and other actual damages, as those remedies are defined in the Pennsylvania Human Relations Act and case law interpreting the same;
 - 2. Emotional distress damages;
 - 3. Exemplary damages;
 - 4. Reasonable attorney's fees and court costs; and
 - 5. Such other relief, including injunctive relief, as the court may deem appropriate.
- B. The right of action created by this chapter may be brought upon receipt by the aggrieved person(s) of notice that the Commission has dismissed the complaint or, if no such notice is received, after one year from the date of the filing of the complaint. If the person aggrieved has received notice that the Commission has dismissed the complaint, an action under this chapter must be brought by the aggrieved person within one year from the date of receipt of said notice or it will be barred. Equitable principles such as waiver, estoppel and equitable tolling shall apply to the time limitations for the filing of any complaint or other pleading under this chapter.
- C. Nothing in this chapter limits the right of an aggrieved person to recover under any other applicable law or legal theory.

145.08 Annual Report

The Bethlehem Human Relations Commission shall keep records of its meetings and activities. The Bethlehem Human Relations Commission shall provide advisory reports on a quarterly basis which shall be forwarded to Bethlehem City Council and the City of Bethlehem Administration.

145.09 Review of Ordinance

City Council retains the right to review the provisions of this Ordinance.

(Ord. 2011-13. Passed 7/1/11.)

EDITOR'S NOTE: Article 145 was previously repealed in its entirety by Ordinance 2988 which was passed on April 2, 1985.

Inspections

- 1731.01 Inspections Required.
- 1731.02 Fees.
- 1731.03 Registration.
- 1731.99 Violations and penalty.

1731.01 INSPECTIONS REQUIRED.

- (a) All properties being offered for sale shall be inspected under Article 119 titled Registration, Sale and Transfer of Real Estate and be subject to Section 119.07 titled Rules and Regulations where applicable. In addition, all properties being offered for sale shall be subject to Section 119.04(b), titled Duties of Title Holder and Seller, including the requirement that every seller or his agent to, within a reasonable time of offering for sale or listing for sale, but no later than ten (10) business days from the date on which the building or structure is offered or listed for sale, contact the Housing Inspections Officer for the City of Bethlehem to schedule an inspection of the building or structure.
- (b) Every dwelling, commercial unit and structure that is a rental, shall be inspected for purposes of ascertaining compliance with City codes, each time the unit becomes vacant.
- (c) All fraternities and sororities must be inspected annually.

Possession by the owner of a renewed certificate of occupancy is required to maintain occupancy and use of a dwelling unit.

The Department of Community and Economic Development shall establish rules and regulations to implement this requirement and violations of such rules and regulations shall be deemed a violation of this ordinance. The rules and regulations shall be as follows:

a) Where such properties are intended to be demolished and a valid demolition permit conforming to the Building Code of the City of Bethlehem has been obtained, the provisions set forth in this Article shall not be applicable.

- b) When such properties are being refinanced by the current owner, the certificate set forth in this Article shall not be required.
- "Agreement of Sale" means any agreement or written statement which provides the title to any property shall therefore be transferred from one owner to another owner. Additionally, written leases which provide that the lessee of the property acquire title after a predetermined number of payments or a predetermined period of time, the Certificate set forth in this Article shall be required.
- d) The Certificate of Occupancy report shall be valid for one (1) year from the date of the original inspection or until such time as the property has become vacant, in the case of a rental dwelling, whichever time period is greater.
- e) Where the inspection is incident to the property being sold or leased, the Department of Community and Economic Development will not be responsible for violations that occur between the inspection and settlement date and/or rental period.
- f) Transfer of ownership - Prior to transfer of ownership, the current owner of any dwelling unit or structure shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed statement from the grantee, transferee, mortgagee or lessee acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation. All violations shall be abated within 90 days of transfer. property is occupied as a rental property, violations must be abated within 30 days. only exception to the time limits would be if special arrangements are agreed upon with the code official.

Failure and/or refusal by the owner or his/her designated agent to secure the necessary certificate of occupancy, or failure and/or refusal to provide access for inspection upon reasonable notice, and/or any other violation of Article 1731 shall also be deemed a violation of this Ordinance.

(Ord. 2010-29 - Passed 12/21/10)

1731.02 FEES.

Fees for inspections shall be assessed against property owners and shall be determined as follows:

(a) Inspections made pursuant to the requirements of

Article 119 to be paid by the owner:

\$150.00 per dwelling unit \$200.00 per commercial unit

(b) Inspections of rental properties under 1731.01(b) above:

\$ 100.00 per dwelling unit

(c) Reinspections to verify correction of violations, second or additional reinspections:

\$ 75.00 per second reinspection; \$100.00 per third reinspection; \$125.00 additional reinspections.

- (d) For each commercial rental property containing 2,000 sq. ft. or less of floor area, the fee shall be \$200.00. For commercial rental property containing more than 2,000 sq. ft. the fee shall be \$200.00 plus \$100.00 for every additional 2,000 sq. ft. The owner/operator of a commercial rental property must acquire a certificate of occupancy each time that rental property space is vacant.
- (e) Fraternities and sororities shall be \$150.00 plus \$10.00 for each bedroom.
- (f) The City may double the inspection fee for anyone selling or renting a dwelling without obtaining an inspection for a certificate of occupancy.

All inspection fees shall be paid prior to the inspection regardless of the number of units. Failure to pay inspection fees shall be deemed a failure and/or refusal to comply with the

provisions contained herein, and will be subject to the penalty contained in 1731.99. (Ord. 3646 - Passed 11/1/94; Ord. 4236 - Passed 12/16/03; Ord. 4341 - Passed 9/20/05; Ord. 2010-29 - Passed 12/21/10; Ord. 2014-48-Passed 12/16/14.)

1731.03 REGISTRATION.

- (a) All property owners who have housing rental units in the City of Bethlehem shall be required to have the units registered with the Bureau of Inspections of the Department of Community and Economic Development.
- (b) The registration form shall list the name, address and telephone number of the property owner, the location of the rental property, and the number of units that are provided.
- (c) Failure to register the units with the Bureau of Inspections within ninety days from the date of the passage of the Ordinance or within thirty days following the purchase or conversion of a structure to a rental property shall constitute a violation of this ordinance. (Ord. 3546. Passed 4/20/93.)

1731.99 PENALTY.

Any person, firm or corporation which violates the provisions of this Article shall be subject to the following penalties:

(a) A fine not exceeding one thousand dollars (\$1,000.00) or a term of imprisonment not exceeding ninety days or both.

(Ord. 3290-Passed 10/17/89; Ord. 2014-48-Passed 12/16/14.)

Regulated Rental Unit Occupancy

1739.01	General
1739.02	Owner's Duties
1739.03	Occupant Duties
1739.04	Licenses and Inspection
1739.05	Grounds for Non-Renewal, Suspension or Revocation of License
1739.06	Violations and Penalties
1739.07	Miscellaneous Provisions

CROSS REFERENCES

BOCA National Property Maintenance Code – Article 1733
Inspections – Article 1731
Codes Board of Appeals – Article 150.03(b)
Pennsylvania Crimes Code – 18 Pa.C.S.A. Sec. 101, et seq
Liquor Code – 47 P.S. Sec. 1-101 et seq
The Controlled Substance, Drug, Device and Cosmetic Act – 35 P.S. Sec. 780-101 et seq

1739.01 GENERAL

A. <u>Purpose/Scope/Declaration of Policy and Findings.</u>

It is the purpose of this Ordinance and the policy of the City of Bethlehem, 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 dwelling units in the City of Bethlehem 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 means to those ends, this Ordinance provides for a system of inspections; issuance and renewal of occupancy license; 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 Bethlehem makes the following findings:

1. There is a greater incidence of violations of various Codes of the City at 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 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 properties or family-occupied residential rental 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.

B. Definitions.

- 1. City The City of Bethlehem, Lehigh and Northampton Counties, Pennsylvania.
- 2. Code Any CODE or ordinance adopted, enacted, and/or in effect in and for the City of Bethlehem concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any PREMISES or DWELLING UNIT.
- 3. Code Enforcement Officer The duly appointed CODE ENFORCEMENT OFFICER(S) having charge of Code Enforcement for the City of Bethlehem, and any assistants or deputies thereof.
- 4. Common Area In MULTIPLE UNIT DWELLINGS, space which is not part of a REGULATED RENTAL UNIT and which is shared with other OCCUPANTS of the DWELLING whether they reside in REGULATED DWELLING UNITS or not. COMMON AREAS shall be considered as part of the PREMISES for purposes of this Ordinance.
- 5. Disruptive Conduct Any form of conduct, action, incident or behavior perpetrated, caused or permitted, by any OCCUPANT or visitor of a REGULATED DWELLING UNIT that is a violation of existing Ordinances of the City of Bethlehem or statutes of the Commonwealth of Pennsylvania. In order for such Disruptive Conduct to constitute an offense under this Ordinance, a Citation must be issued by the POLICE and successfully prosecuted or a guilty plea entered before a District Justice. If an appeal is filed from a decision of a district justice, the matter shall not be deemed to constitute Disruptive Conduct, unless a finding of guilty is affirmed by a final decision on appeal. In addition, the POLICE shall file a DISRUPTIVE CONDUCT REPORT with the CODE ENFORCEMENT OFFICER who will keep a written record of such DISRUPTIVE CONDUCT.
- 6. Disruptive Conduct Report A written report of DISRUPTIVE CONDUCT on a form to be prescribed therefor, to be completed by the POLICE, who actually investigate an alleged incident of DISRUPTIVE CONDUCT and which shall be delivered and maintained by the CODE ENFORCEMENT OFFICER.
 - 7. Dwelling A building having one or more DWELLING UNITS.

8. Dwelling Unit - A room or group of rooms within a DWELLING and forming a single unit and used for living and sleeping purposes, having its own cooking facilities, and a bathroom with a toilet and a bathtub or shower.

- 9. Guest A PERSON on the PREMISES with the actual or implied consent of an OCCUPANT.
- 10. Landlord One or more PERSONS, jointly or severally, in whom is vested all or part of the legal title to the PREMISES, or all or part of the beneficial ownership and a right to present use and enjoyment of the PREMISES, including a mortgage holder in possession of a REGULATED RENTAL UNIT. (Same as OWNER).
- 11. Manager An adult individual designated by the OWNER of a REGULATED RENTAL UNIT under Section 3.C. The MANAGER shall be the agent of the OWNER for service of process and receiving notices or demands and to perform the obligation of the OWNER under this Ordinance and under RENTAL AGREEMENTS with OCCUPANTS.
- 12. Multiple-Unit Dwelling A building containing two (2) or more independent DWELLING UNITS, including, but not limited to, double houses, row houses, town houses, condominiums, apartment houses, and conversion apartments.
- 13. 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.
- 14. 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] other legally enforceable agreement under the laws of the Commonwealth of Pennsylvania.
- 15. Owner One or more PERSONS, jointly or severally, in whom is vested all or part of the legal title to the PREMISES, or all or part of the beneficial Ownership and a right to present use and enjoyment of the PREMISES, including a mortgage holder in possession of a REGULATED RENTAL UNIT.
- 16. Owner-Occupied Dwelling Unit A DWELLING UNIT in which the OWNER [resides on a regular, permanent basis] is domiciled.
- 17. Person A natural PERSON, partnership, corporation, unincorporated association, limited partnership, trust, or any other entity.
- 18. Police The POLICE Department of the City of Bethlehem, or any properly authorized member or officer thereof or any other law enforcement agency having jurisdiction within the City of Bethlehem.
- 19. Premises Any parcel of real property in the City, including the land and all buildings and appurtenant structures or appurtenant elements, on which one or more REGULATED RENTAL UNITS is located.

20. Regulated Rental Unit - A DWELLING UNIT occupied by three or more, but not more than five, unrelated PERSONS under a RENTAL AGREEMENT.

- 21. Rental Agreement A written agreement or other legally enforceable agreement between OWNER/LANDLORD and OCCUPANT/TENANT supplemented by the Addendum required under Article II, Section E of this Ordinance, embodying the terms and conditions concerning the use and occupancy of a specified REGULATED RENTAL UNIT or PREMISES.
- 22. Tenant An individual who resides in a REGULATED RENTAL UNIT, whether or not he or she is the OWNER thereof with whom a legal relationship with the OWNER/LANDLORD is established by a [written] lease or by the laws of the Commonwealth of Pennsylvania. (Same as OCCUPANT)
- 23. Unrelated Of or pertaining to two (2) or more PERSONS not related to one another through blood, adoption or marriage.

1739.02 <u>OWNER'S DUTIES</u>

A. General.

- 2.1 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.
- 2.2 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 which he, she or it owns in the CITY, which conduct or activity takes place at such REGULATED RENTAL UNIT or its PREMISES.
- 2.3 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.
- 2.4 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.

2.5 This Ordinance is not intended to, nor shall its effect be, to limit any other enforcement remedies which may be available to the CITY against an OWNER, OCCUPANT, or GUEST thereof.

B. <u>Designation of Manager</u>.

2.6 Every OWNER who is not a full-time resident of the City of Bethlehem, or elsewhere in an area that is not within a twenty (20) mile radius of the City of Bethlehem, shall designate a MANAGER who shall reside in an area that is within a twenty (20) mile radius of the City of Bethlehem. If the OWNER is a corporation, a MANAGER shall be required if an officer of the corporation does not reside within the aforesaid 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 within the aforesaid area. Said partner shall perform the same function as a MANAGER. The MANAGER shall be the agent of the OWNER for service of process and receiving of notices and demands, as well as for performing the obligations of the OWNER under this 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 MANAGER to the CITY, and such information shall be kept current and updated as it changes.

C. Disclosure.

- 2.7 The OWNER or MANAGER shall disclose to the OCCUPANT in writing on or before the commencement of the tenancy:
 - a. the name, address and telephone number of the MANAGER; if applicable; and
 - b. the name, address and telephone number of the OWNER of the PREMISES.
- 2.8 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. <u>Maintenance of Premises</u>.

- 2.9 The OWNER shall maintain the PREMISES in compliance with the applicable CODES of the CITY and shall regularly perform all routine maintenance, including lawn mowing and ice and snow removal, and shall promptly make any and all repairs necessary to fulfill this obligation.
- 2.10 The OWNER and OCCUPANT may agree that the OCCUPANT is to perform specified repairs, maintenance tasks, alterations, or remodeling. In such case, however, such agreement between the OWNER and OCCUPANT must be in writing. Such an agreement may be entered into between the OWNER and OCCUPANT only if:

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.
- 2.11 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.

E. Written Rental Agreement.

- 2.12 All RENTAL AGREEMENTS for REGULATED DWELLING UNITS shall be in writing or otherwise legally enforceable and shall be supplemented with the Addendum attached hereto as Appendix A. All disclosures and information required to be given to OCCUPANTS by the OWNER shall be furnished before the signing or other finalization of the RENTAL AGREEMENT. The OWNER shall provide OCCUPANT with copies of the RENTAL AGREEMENT and Addendum before commencement of the lease.
- 2.13 <u>Terms and Conditions</u>. OWNER and OCCUPANT may include in a RENTAL AGREEMENT terms and conditions not prohibited by this Ordinance or other applicable ordinances, regulations, and laws, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.
- 2.14 <u>Prohibited Provisions</u>. Except as otherwise provided by this Ordinance, no RENTAL AGREEMENT may provide that the OCCUPANT or OWNER agrees to waive or to forego rights or remedies under this Ordinance. A provision prohibited by this subsection included in RENTAL AGREEMENT is unenforceable.
- 2.15 Attachment of Ordinance to Rental Agreement. Following the effective date of this Ordinance, a summary hereof in a form provided to OWNER by the CITY, at the time of licensing, shall be attached or otherwise delivered with each RENTAL AGREEMENT delivered by or on behalf of an OWNER when any such agreement is presented for signing to any OCCUPANT, or is otherwise finalized with such occupant. If a summary has been provided when the RENTAL AGREEMENT was first executed, a summary does not have to be provided upon renewal. Where a RENTAL AGREEMENT has been entered into prior to the effective date of this Ordinance, the OWNER shall provide the OCCUPANTS with a copy of the summary within sixty days after enactment of this Ordinance.
- 2.16 The OWNER shall secure a written acknowledgment from OCCUPANTS that the OCCUPANTS have received the disclosures and information required by this Ordinance.
- 2.17 Upon oral or written request by the City of Bethlehem, the OWNER, within ten days of the request, shall furnish to the City, copies of the acknowledgment

that the OCCUPANTS received the disclosures and information required by this Ordinance.

2.18 Upon oral or written request by the City of Bethlehem, the OWNER, within ten days of the request, shall furnish to the City for inspection purposes only, copies of the leases the OWNER has entered into for regulated rental units.

F. Complaints.

2.19 The OWNER or MANAGER shall reply promptly to reasonable complaints and inquiries from OCCUPANTS.

G. Landlord/Tenant Act.

2.20 The OWNER shall comply with all provisions of the LANDLORD-TENANT Act of the Commonwealth of Pennsylvania.

H. Common Areas.

2.21 Where an OWNER does not regulate the use of COMMON AREAS and the behavior of OCCUPANTS and GUESTS in the COMMON AREAS, the OWNER shall be directly responsible for the behavior of OCCUPANTS and GUESTS in the COMMON AREA as if the OWNER were an OCCUPANT.

I. <u>Enforcement</u>

2.22 In the event that the same occupant is convicted of a third DISRUPTIVE CONDUCT violation within a license year, the CODE ENFORCEMENT OFFICER shall direct the OWNER to evict the OCCUPANT who violated the Ordinance and not to permit the OCCUPANT to occupy the PREMISES during the subsequent licensing.

J. Code Violations.

2.26 Upon receiving notice of any code violations from the CODE ENFORCEMENT OFFICER, the OWNER shall promptly take action, or cause the necessary action to be taken, to abate the offending condition and eliminate the violation.

K. <u>City Can Make Repairs</u>.

2.27 In case the OWNER of PREMISES shall neglect, fail or refuse to comply with any notice from the CITY or its CODE ENFORCEMENT OFFICER to correct a violation relating to maintenance and repair of the PREMISES under any CODE within the period of time stated in such notice, the CITY may cause the violation to be corrected. There shall be imposed upon the OWNER a charge of the actual costs involved, plus ten percent (10%) of said costs for each time the CITY shall cause a violation to be corrected; and the OWNER of the PREMISES shall be billed after same has been completed. Any such bill which remains unpaid and outstanding after the time specified therein for payment shall be grounds for the imposition of a municipal lien upon the PREMISES as provided by law. Such a lien may be reduced to judgment and enforced

and collected as provided by law, together with interest at the legal rate and court costs. The remedies provided by this paragraph are not exclusive and the CITY and its CODE ENFORCEMENT OFFICER may invoke such other remedies available under this Ordinance or other applicable codes, ordinances or statutes, including where appropriate, condemnation proceedings or declaration of PREMISES as unfit for habitation; or suspension, revocation, or non-renewal of the License issued hereunder.

L. 2.28 The OWNER shall permit inspections of any PREMISES by the CODE ENFORCEMENT OFFICER at reasonable times upon reasonable notice.

1739.03 OCCUPANT DUTIES

A. General.

3.1 The OCCUPANT shall comply with all obligations imposed upon OCCUPANTS by this Ordinance, all applicable Codes and ordinances of the CITY and all applicable provisions of state law.

B. Health and Safety Regulations.

- 3.2 The maximum number of persons permitted <u>to reside</u> in any REGULATED RENTAL UNIT at any time shall not exceed five (5) occupants. Occupancy limitations can be found in the International Property Maintenance Code, Section PM 404.0 titled "Occupancy Limitations". (Ord. 2010-38 Passed 12/21/10.)
- 3.3 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 submitted by the OWNER to the CITY under Bethlehem's Solid Waste and Recycling Ordinance; or, if there is no Recycling Plan for the PREMISES, then in compliance with Bethlehem's Solid Waste and Recycling Ordinance and all other applicable ordinances, laws and regulations.
- 3.4 The OWNER of the REGULATED RENTAL UNIT shall supply one solid trash container per OCCUPANT with a minimum size of 32 gallons or the equivalent to the number of TENANTS. This container must be an approved outside container which is leak proof and has a secured solid lid. (Ord. 2012-25. Passed 9/19/12.)

C. Peaceful Enjoyment.

3.5 The OCCUPANT shall conduct himself or herself and require other PERSONS, including, but not limited to, GUESTS on the PREMISES and within his or her REGULATED RENTAL UNIT with his or her consent, to conduct themselves in a manner compliant with the Ordinances and regulations of the City of Bethlehem that will not disturb the peaceful enjoyment of the PREMISES by others, and that will not disturb the peaceful enjoyment of adjacent or nearby DWELLINGS by the PERSONS occupying same.

D. Residential Use.

3.6 The OCCUPANT shall, unless otherwise permitted by applicable law or ordinance; occupy or use his or her REGULATED RENTAL UNIT for no other purpose than as a residence.

E. <u>Illegal Activities</u>.

3.7 The OCCUPANT shall not engage in, nor tolerate nor permit others on the PREMISES to engage in, any conduct declared illegal under any federal criminal statute, and/or under the Pennsylvania Crimes Code (18 Pa.C.S.A. § 101, et seq) or Liquor Code (47 P.S. § 1-101 et seq), or The Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. § 780-101 et seq).

F. <u>Disruptive Conduct.</u>

- 3.8 The OCCUPANT shall not engage in, nor tolerate nor permit others on the PREMISES to engage in, DISRUPTIVE CONDUCT, or other violations of the Ordinance.
- 3.9 When POLICE investigate an alleged incident of DISRUPTIVE CONDUCT, he or she shall complete a DISRUPTIVE CONDUCT REPORT upon a finding that the reported incident did, in his or her judgment, constitute "DISRUPTIVE CONDUCT" as defined herein. 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. In all cases, the CODE ENFORCEMENT OFFICER shall mail a copy of the DISRUPTIVE CONDUCT REPORT to the OWNER or MANAGER within three working days of the occurrence of the alleged DISRUPTIVE CONDUCT.

G. Compliance with Rental Agreement.

3.10 The OCCUPANT shall comply with all lawful provisions of the RENTAL AGREEMENT entered into between OWNER and OCCUPANT. Failure to comply may result in the eviction of the OCCUPANT by the OWNER.

H. Damage to Premises.

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

I. Inspection of Premises.

3.12 The OCCUPANT shall permit inspections by the CODE ENFORCEMENT OFFICER of the PREMISES at reasonable times (during business

hours of the Bureau of Inspections), upon reasonable notice (twenty-four hours notice, either written or oral, by the Bureau of Inspections).

1739.04 <u>LICENSES AND INSPECTION</u>

A. <u>License Requirement</u>.

- 4.1 As a prerequisite to entering into a RENTAL AGREEMENT or permitting the occupancy of any REGULATED RENTAL UNIT (except as provided in subparagraph C, below), the OWNER of every such REGULATED RENTAL UNIT shall be required to apply for and obtain a License for each REGULATED RENTAL UNIT.
 - 4.2 A License shall be required for all REGULATED RENTAL UNITS.
- 4.3 The following categories of rental properties shall not require Licenses, and shall not, therefore, be subject to the permitting provision of this Ordinance:
 - a. OWNER-occupied DWELLING UNITS provided that not more than two UNRELATED individuals, in addition to the immediate members of the OWNER'S family, occupy the DWELLING UNIT at any given time.
 - b. Hotels and motels.
 - c. Hospitals and nursing homes.
 - d. Bed and Breakfast Homes as defined in the CITY'S Zoning Ordinance.
- 4.4 A License shall not be required for MULTIPLE-UNIT DWELLINGS, although a License shall be required for each REGULATED RENTAL UNIT within the structure. The foregoing notwithstanding, all other provisions of this Ordinance shall apply to the COMMON AREAS of the structure.
- 4.5 The application for the License shall be in a form as determined by the CITY.
- 4.6 The OWNER shall maintain a current list of OCCUPANTS in each REGULATED DWELLING UNIT which shall include their name, permanent address and permanent telephone number. The OWNER shall furnish the list to the CITY upon request and shall notify the CITY of any changes in the number of OCCUPANTS so that revisions can be made to the License.
- 4.7 The OWNER shall furnish with his or her application for license a copy of the written lease form or detailed written summary of the terms and conditions of any lease agreement the OWNER intends to have the OCCUPANTS of each licensed dwelling unit execute or otherwise agree to. If the OWNER uses more than one form of lease, the OWNER shall furnish a copy of each form. The license will not be issued if

the lease form does not meet the requirements of 1739.02, Section E. of this Ordinance.

4.8 The OWNER shall furnish with his or her application, for inspection purposes only, the leases that have been entered into that will cover all or part of the license term. The license will not be issued if such leases are not furnished for inspection. Leases shall be furnished for all persons who have paid a downpayment at the time that the OWNER applies for a license or who have committed to residing in the premises.

B. Annual License Term, Fee and Occupancy Limit.

- 4.9 Each License shall have an annual term and each Regulated Rental Unit shall be subject to a minimum of one annual inspection based on the following schedule:
 - a.) Properties in Wards 6-15 of the City shall be inspected and licensed during the months of January, February and March, April, May and June.
 - b.) Properties in Wards 1-5, 16 and 17 of the City shall be inspected and licensed during the months of July, August and September, October, November and December.

(Ord. 4131; Passed 5/22/02)

- 4.10 Upon application for a License and prior to issuance or renewal thereof, each applicant shall pay to the CITY an annual License and inspection fee.
 - a.) Registration The fee for a Residential Rental Registration shall be sixty dollars (\$60.00) per residential rental unit plus ten dollars (\$10.00) per occupant with a maximum of five (5) occupants per year due and payable at the time of the scheduling of the original inspection. (Ord. 2010-38 Passed 12/21/10.)
 - b.) Licensure (Certificate of Occupancy) See Article 1731, Inspections, of the Codified Ordinances of the City of Bethlehem.
 - c.) Reinspection See Article 1731.02(c) of the Codified Ordinances of the City of Bethlehem.
 - d.) Reinstatement The fee to reinstate a revoked Residential Rental Registration or a Residential Rental License shall be one hundred dollars (\$100.00) per residential rental unit and ten dollars (\$10.00) per occupant with a maximum of five (5) occupants.
 - e.) Transfer See Article 1731.02(c) of the Codified Ordinances of the City of Bethlehem.

For inspection fees, see Article 1731.02 of the Codified Ordinances of the City of Bethlehem.

4.11 The License shall indicate thereon the maximum number of OCCUPANTS in each REGULATED RENTAL UNIT.

4.12 No license shall be issued if the OWNER has not paid any fines and costs arising from enforcement of this Ordinance or any of the ordinances of the City of Bethlehem relating to land use and/or code enforcement or if any licensing fees under this Ordinance are due and owing the City.

C. Inspection.

- 4.13 All PREMISES shall be subject to periodic inspection by the CODE ENFORCEMENT OFFICER or another duly authorized agent of the CITY as outlined in Section 1739.04 B. 4.9. Such inspection may take place when an application is submitted for a License or at any time during the year when a property becomes subject to this Article. The fee for inspections are contained in Article 1731 of the Codified Ordinances of the City of Bethlehem, Section 1731.02. (Ord. 4131; Passed 5/22/02)
- 4.14 The CODE ENFORCEMENT OFFICER is hereby designated as the official authorized to enforce this Ordinance and to take appropriate measures to abate violations hereof, for and on behalf of the City of Bethlehem.
- 4.15 This section shall not be construed so as to limit or restrict the CODE ENFORCEMENT OFFICER'S authority to conduct inspections of PREMISES, whether or not subject to the permitting and inspection requirements of this Ordinance, pursuant to any other ordinance or Code.

D. Search Warrant.

4.16 Upon a showing of probable cause that a violation of this Ordinance or any other ordinance of the City of Bethlehem has occurred, the CODE ENFORCEMENT OFFICER may apply to the District Justice having jurisdiction in the City of Bethlehem for a search warrant to enter and inspect the PREMISES.

1739.05 <u>GROUNDS FOR NON-RENEWAL, SUSPENSION OR</u> REVOCATION OF LICENSE.

A. General.

5.1 The CODE ENFORCEMENT OFFICER may initiate disciplinary action against an OWNER that may result in a formal warning, non-renewal, suspension or revocation of the OWNER'S License, for violating any provision of this Ordinance that imposes a duty upon the OWNER and/or for failing to regulate the breach of duties by OCCUPANTS as provided for herein.

B. Definitions of Options to the Code Enforcement Officer.

5.2 Formal Warning - Formal written notification of at least one violation of this Ordinance. Upon satisfactory compliance with this Ordinance and any conditions

imposed by the CODE ENFORCEMENT OFFICER and/or the City of Bethlehem, the formal warning shall be removed when the OWNER applies for License renewal at a time set by the CODE ENFORCEMENT OFFICER or by City of Bethlehem.

- 5.3 Non-Renewal The denial of the privilege to apply for License renewal after expiration of the License term. The CITY will permit the OWNER to maintain OCCUPANTS in the PREMISES until the end of the license term but will not accept applications for renewal of the License until a time set by the CODE ENFORCEMENT OFFICER or by City of Bethlehem such time not to exceed one year from the renewal date
- 5.4 Suspension The immediate loss of the privilege to rent REGULATED RENTAL UNITS for a period of time set by the CODE ENFORCEMENT OFFICER or City of Bethlehem such time not to exceed one year from the date of suspension. The OWNER, after the expiration of the suspension period, may apply for License renewal without the need to show cause why the OWNER'S privilege to apply for a License should be reinstated. Upon suspension, the OWNER shall take immediate steps to evict the OCCUPANTS.
- 5.5 Revocation The immediate loss of the privilege to rent REGULATED RENTAL UNITS for a period of time set by the CODE ENFORCEMENT OFFICER or the City of Bethlehem and the loss of the privilege to apply for renewal of the License at the expiration of the time period such time not to exceed one year from the date of revocation. Upon the loss of the privilege to rent, the OWNER shall take immediate steps to evict the OCCUPANTS.
- 5.6. Reinstatement A Residential Rental Registration shall be reinstated if the owner or operator of a REGULATED RENTAL UNIT corrects the reason for the revocation of the Residential Rental Registration and has paid the Residential Rental Registration reinstatement fee.

C. Criteria for Applying Sanctions.

- 5.7 The CODE ENFORCEMENT OFFICER, when recommending sanctions, and the City of Bethlehem, when applying sanctions, shall consider the following:
- (A) The effect of the violation on the health, safety and welfare of the OCCUPANTS of the REGULATED RENTAL UNIT and other residents of the PREMISES.
 - (B) The effect of the violation on the neighborhood.
- (C) Whether the OWNER has prior violations of this Ordinance and other ordinances of the CITY or has received notices of violations as provided for in this Ordinance.
- (D) Whether the OWNER has been subject to sanctions under this Ordinance.

- (E) The effect of sanctions against the OWNER on the OCCUPANTS.
- (F) The action taken by the OWNER to remedy the violation and to prevent future violations, including any written plan submitted by the OWNER.
- (G) The policies and lease language employed by the OWNER to manage the REGULATED DWELLING UNIT to enable the OWNER to comply with the provisions of this Ordinance.
- (H) In addition to enforcing sanctions as set forth above, the CODE ENFORCEMENT OFFICER may recommend and City of Bethlehem may impose upon the existing or subsequent licenses reasonable conditions related to fulfilling the purposes of this Ordinance.

D. <u>Grounds for Imposing Sanctions</u>.

- 5.8 Any of the following may subject an OWNER to sanctions as provided for in this Article:
- (A) Failure to abate a violation of CITY Codes and ordinances that apply to the PREMISES within the time directed by the CODE ENFORCEMENT OFFICER.
- (B) Refusal to permit the inspection of the PREMISES by the CODE ENFORCEMENT OFFICER as required by 1739.04, Section C of this Ordinance.
- (C) Failure to take steps to remedy and prevent violations of this Ordinance by OCCUPANTS of REGULATED RENTAL UNITS as required by 1739.02, Section A of this Ordinance.
- (D) Failure to evict OCCUPANTS after having been directed to do so by the CODE ENFORCEMENT OFFICER of the CITY as provided for in 1739.02, Section I of this Ordinance.
- (E) Three violations of this Ordinance or other ordinances of the CITY that apply to the PREMISES within a License term. For purposes of this Ordinance, there need be no criminal conviction before a violation can be found to exist. Before a prior violation can be considered under this Section, the OWNER must have received notice in writing of this violation within thirty days after the CODE ENFORCEMENT OFFICER received notice of the violation.

E. Procedure for Non-Renewal, Suspension or Revocation of License and Appeal.

5.9 <u>Notification</u>. Following a determination that grounds for non-renewal, suspension or revocation of a License exist, the CODE ENFORCEMENT OFFICER shall notify the OWNER of the action to be taken and the reason therefor. Such notification shall be in writing. addressed to the OWNER in question, and shall contain the following information:

(A) The address of the PREMISES in question and identification of the particular REGULATED RENTAL UNIT(S) affected.

- (B) A description of the violation which has been found to exist.
- (C) A statement that the License for said REGULATED RENTAL UNIT(S) shall be either suspended or revoked, or will not be renewed for the next License or that the OWNER will receive a formal warning. In the case of a suspension or revocation, the notice shall state the date upon which such suspension or revocation will commence, and in the case of a suspension shall also state the duration of said suspension.
- (D) A statement that, due to the non-renewal, suspension or revocation (as the case may be), the OWNER or any PERSON acting on his, her or its behalf is prohibited from renting, letting, or permitting occupancy of the DWELLING UNIT(S) by more than two UNRELATED individuals subject to said enforcement action, from and during the period said action is in effect.
- (E) Any person affected by a decision of the CODE ENFORCEMENT OFFICER or a notice or order issued by the CODE ENFORCEMENT OFFICER shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 10 days after the day the decision, notice or order was served. An application for appeal may be made when it is claimed that: the true intent of the Codes or rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better method can be used. See BOCA National Property Maintenance Code, Section PM 111.0, Titled "Means of Appeal". See also Article 150.03 (b) "Codes Board of Appeals", of the Codified Ordinances of the City of Bethlehem.

5.10 Delivery of Notification.

- (A) All notices shall be sent to the OWNER and MANAGER, if applicable, by certified mail. In the event that the notice is returned by the postal authorities marked "unclaimed" or "refused", then the CODE ENFORCEMENT OFFICER shall attempt delivery by personal service on the OWNER or MANAGER, if applicable. The CODE ENFORCEMENT OFFICER shall also post the notice at a conspicuous place on the PREMISES.
- (B) If personal service cannot be accomplished after a reasonable attempt to do so, then the notice may be sent to the OWNER or MANAGER at the address stated on the most current License application for the PREMISES in question, by regular first class mail, postage prepaid. If such notice is not returned by the postal authorities within five days of its deposit in the U.S. mail, then it shall be deemed to have been delivered to and received by the addressee on the fifth day following its deposit in the U.S. mail, and

all time periods set forth under Section 1 above, shall thereupon be calculated from said fifth day.

1739.06 <u>VIOLATIONS AND PENALTIES</u>

6.1 Basis for Violation.

It shall be unlawful for any PERSON, as either OWNER or MANAGER of a REGULATED RENTAL UNIT for which a License is required, to operate without a valid, current License issued by the CITY authorizing such operation. It shall also be unlawful for any PERSON, either OWNER or MANAGER, to allow the number of OCCUPANTS of a REGULATED RENTAL UNIT to exceed the maximum limit as set forth on the License, or to violate any other provision of this Ordinance. IT SHALL BE UNLAWFUL FOR ANY OCCUPANT TO VIOLATE THIS ORDINANCE.

6.2 Penalties.

Any person who shall violate a provision of this Ordinance or shall fail to comply with any of the requirements hereof, or the Building Code of the City, or shall be in violation of an approved plan or directive of the Code Enforcement Officer shall, upon conviction thereof before the district Magistrate of the City of Bethlehem, Pennsylvania, be liable to pay the following penalties:

- a) First Violation A fine of \$200.00, or thirty days imprisonment, or both;
- b) Second Violation A fine of \$500.00, or sixty days imprisonment, or both;
- c) Third and each subsequent violation A fine of \$1,000.00, or ninety days imprisonment, or both.

Upon conviction of a third offense, the OWNER of the property will be required to begin eviction of the tenants/occupants of the property.

6.3 Non-exclusive Remedies.

The penalty provisions of this Article and the License non-renewal, suspension and revocation procedures provided in this Ordinance 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 Ordinance. The remedies and procedures provided in this Ordinance 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 Ordinance 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 Ordinance.

1739.07 MISCELLANEOUS PROVISIONS

7.1 Notices.

(A) For purposes of this Ordinance, any notice required hereunder to be given to a MANAGER shall be deemed as notice given to the OWNER.

- (B) There shall be a rebuttable presumption that any notice required to be given to the OWNER under this Ordinance shall have been received by such OWNER if the notice was given to the OWNER in the manner provided by this Ordinance.
- (C) A claimed lack of knowledge by the OWNER 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 Ordinance.

7.2 Changes in Ownership/Occupancy.

It shall be the duty of each OWNER of a REGULATED RENTAL UNIT to notify the CODE ENFORCEMENT OFFICER in writing within five (5) days of any change in Ownership of the PREMISES or of the number of REGULATED RENTAL UNITS on the PREMISES. It shall also be the duty of the OWNER to notify the CODE ENFORCEMENT OFFICER in writing within five (5) days of any increase in the number of OCCUPANTS in any REGULATED RENTAL UNIT or of the changing of a DWELLING UNIT from OWNER-OCCUPIED to nonowner-occupied, which thereby transforms the DWELLING into a REGULATED RENTAL UNIT for purposes of this Ordinance. Failure to so notify the CODE ENFORCEMENT OFFICER shall be considered a violation of this Ordinance.

7.3 Owners Severally Responsible.

If any REGULATED RENTAL UNIT is owned by more than one PERSON, in any form of joint tenancy, as a partnership, or otherwise, each PERSON shall be jointly and severally responsible for the duties imposed under the terms of this Ordinance, and shall be severally subject to prosecution for the violation of this Ordinance.

7.4 <u>Severability</u>.

If any provision of this Ordinance or the application thereof to any PERSON or circumstances is held invalid, such holding shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared severable.

7.5 Repealer.

All ordinances or parts of ordinances, which are inconsistent herewith, are hereby repealed to the extent of such inconsistency.

7.6 Effective date.

Pursuant to 53 P.S. 41608(b), this Ordinance shall take effect twenty days after its final passage by City Council and approval by the Mayor. (Ord. 4038; Passed 11/8/00.)

ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

This Addendum to Residential Rental Agreement is made this _____ day of

	,, and is incorporated into and shall be deemed to amend
and supp	lement the Residential Rental Agreement made by the undersigned Tenant and
Landlord	their heirs, successors and assigns, dated The
Residenti	al Rental Agreement and this Addendum pertain to the premises described in
	ement and located at This
Addendu	m is required by Article II, Section E. of the Regulated Rental Unit Occupancy
Ordinanc	e of the City of Bethlehem.
	ADDITIONAL COVENANTS AND OBLIGATIONS
т	
	addition to the covenants and obligations set forth in the aforementioned
follows:	al Rental Agreement, Tenant and Landlord hereby covenant and agree as
ionows.	
A. L	andlord's Covenants and Obligations:
1.	Landlord shall keep and maintain the leased premises in compliance with
all applic	able Codes and Ordinances of the City of Bethlehem and all applicable state
laws and	shall keep the leased premises in good and safe condition.
_	
2.	The manager for the leased premises shall be as follows:
	Name
	Name
	Address
	Talankana Nyyakan
	Telephone Number
3.	The Landlord shall be responsible for regularly performing all routine
	nce, including lawn mowing and ice and snow removal, and for making any and
	sary repairs in and around the leased premises, except for any specific tasks
	e parties hereby agree shall be delegated to the Tenant and which are identified
as follow	

- 4. The Landlord shall promptly respond to reasonable complaints and inquiries from the Tenant.
- 5. The Landlord shall comply with all applicable provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.
- B. Tenant's Covenants and Obligations:

1. Tenant shall comply with all applicable Codes and Ordinances of the City of Bethlehem and all applicable state laws.

2.	Tenant agrees that the maximu	im number of persons permitted within the
regulated rer	ntal unit at any time shall be	and the maximum number of persons
permitted wi	thin the common areas of the least	sed premises at any time shall be

- 3. Tenant shall dispose of all rubbish, garbage and other waste from the leased premises in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with City of Bethlehem's Solid Waste and Recycling Ordinance.
- 4. Tenant shall not engage in any conduct on the leased premises which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Tenant permit others on the premises to engage in such conduct.
- 5. Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.
- 6. Tenant shall not cause, nor permit nor tolerate to be caused, damage to the leased premises, except for ordinary wear and tear.
- 7. Tenant shall not engage in, nor tolerate nor permit others on the leased premises to engage in, "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a regulated rental unit that is so loud, untimely, offensive, riotous or that otherwise unreasonably disturbs other persons in their peaceful enjoyment of their premises such that a report is made to the police and/or to the Code Enforcement Officer. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for a person to have perpetrated, caused or permitted the commission of disruptive conduct as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless the Code Enforcement Officer or police shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report of such occurrence."
- 8. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Regulated Rental Unit Occupancy Ordinance of the City of Bethlehem and that the issuance by any municipal officer of the City of Bethlehem of a Certificate of Non-compliance with said Ordinance relating to the leased premises shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, Landlord shall have the right and option to pursue any and all of the following remedies:
 - a. Termination of the rental agreement without prior notice;

b. Bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs;

- c. Bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney's fees and costs;
- d. Bring an action for damages caused by Tenant's breach, including reasonable attorney's fees and costs.

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

Witness	Tenant
Witness	Tenant
Witness	Tenant
Witness	Tenant
Witness	Landlord