

NO. 3 of 2017

**AN ORDINANCE OF THE BOROUGH OF  
LUZERNE, PENNSYLVANIA CONCERNING LANDLORD  
RESPONSIBILITY FOR NUISANCE VIOLATIONS  
AT RENTAL PROPERTIES**

BE IT ORDAINED AND ENACTED, and its hereby enacted and ordained by the Mayor and Council of Luzerne, Luzerne County, Pennsylvania, as follows:

**SECTION 1. GENERAL.**

It is the purpose of this Ordinance and the policy of the Council of the Borough of Luzerne, in order to protect and promote the public health, safety and welfare of its citizens, to promote the rules and regulations contained herein for the enforcement of all nuisance ordinances and to hold Landlords accountable for such nuisance violations.

**SECTION 2. DEFINITIONS.**

For the purposes of this Ordinance, the following terms shall have the meanings respectively ascribed to them:

**LANDLORD** – One or more persons, as defined by this section, jointly or severally, in whom all or part of the legal title to the premises is vested or all or part of the beneficial ownership and a right to the present use and enjoyment of the premises. This definition includes a mortgage holder in possession of a residential rental unit.

**OCCUPANT** – An individual who resides in a residential or commercial rental unit, with whom a legal relationship with the owner/landlord is established by a lease or by the laws of the Commonwealth of Pennsylvania.

**PERSON** – A natural person, partnership, corporation, unincorporated association, limited partnership, trust or any other entity.

**PROPERTY MANAGER** – A natural person, partnership, corporation, unincorporated association, limited partnership, trust or any other entity appointed by a Landlord to take care of rental property within the Borough of Luzerne and be the agent for said Landlord.

**RESIDENTIAL OR COMMERCIAL RENTAL UNIT** – Any structure within the Borough of Luzerne occupied by someone other than the owner of the real estate as determined

by the most current deed and for which the owner of the said parcel of real estate receives any value, including but not limited to money, or the exchange of services. Each rental unit within a building is a separate unit requiring licensing.

### SECTION 3. NUISANCE VIOLATIONS

In the event a Residential or Commercial Rental Unit has been cited by the Luzerne Borough Police or the Luzerne Borough Code Enforcement Officer, for any Code, Ordinance, or Nuisance Violation, for three (3) separate events, then, in that event, the Landlord shall be cited under this Ordinance for failure to properly police and control the Rental Unit.

### SECTION 4. NOTICE OF VIOLATIONS

A. Upon the occurrence of the first violation at the Residential or Commercial Rental Unit, the Landlord shall be notified by the Borough, in writing, that the violation has occurred and the potential for the imposition of fines and penalties under this Ordinance if additional violations occur.

B. Upon the occurrence of a second violation at the Residential or Commercial Rental Unit, the Landlord shall be notified by the Borough, in writing, that a second violation has occurred and shall be further warned that a third violation will result in the issuance of a Citation by the Borough.

C. Upon the occurrence of the third violation at the Residential or Commercial Rental Unit, the Landlord shall be cited under this Ordinance for his/her/its failure to control the nuisances emanating from the Landlord's property.

### SECTION 5. PENALTIES.

A. Any Landlord of a Residential or Commercial Rental Unit that violates any provisions of this Ordinance, shall, upon conviction thereof, be sentenced to pay a fine no less than \$100.00 after the issuance of a third nuisance violation at the Rental Unit.

B. Any Landlord of a Residential or Commercial Rental Unit that violates any provisions of this Ordinance, shall, upon conviction thereof, be sentenced to pay a fine no less than \$200.00 after the issuance of a fourth nuisance violation at the Rental Unit.

C. Any Landlord of a Residential or Commercial Rental Unit that violates any provisions of this Ordinance, shall, upon conviction thereof, be sentenced to pay a fine no less than \$300.00 after the issuance of a fifth nuisance violation at the Rental Unit.

D. Any Landlord of a Residential or Commercial Rental Unit that violates any provisions of this Ordinance, shall, upon conviction thereof, be sentenced to pay a fine no less than \$300.00 after the issuance of any further nuisance violations at the Rental Unit.

E. Fines imposed through this Ordinance shall be collected by any means allowable by law.

F. This Ordinance and the foregoing penalties shall not be construed to limit or deny the right of the Borough of Luzerne, its agents and representatives from seeking any other equitable or legal remedies that may otherwise exist under applicable law.

G. In addition to the fines set forth herein, the Borough of Luzerne shall be entitled to reasonable attorney's fees and costs of collection incurred in enforcing this Ordinance. Said fees shall be added to any penalties set forth above.

#### SECTION 6. GOOD FAITH EFFORT BY LANDLORD.

Upon the production by Landlord to the Borough of legally sufficient and credible evidence that Landlord has undertaken efforts to eliminate the nuisance violations and/or violators from the Rental Property or by way of forcible eviction of the violating Occupants, or by any other means, the violations against Landlord contemplated within this Ordinance shall be held in abeyance at the discretion of the Code Enforcement Officer or Borough Council.

#### SECTION 7. SEVERABILITY.

If any section or provision of this Ordinance is adjudicated, by a court of competent jurisdiction, as unlawful, void, or unenforceable, all remaining sections and provisions of this Ordinance shall remain in full force and effect.

ENACTED AND ORDAINED this 8TH day of November, 2017, at a regular meeting of the Council of the Borough of Luzerne, held on the 8th day of November, 2017.

Attest:

Kinda Booth  
Secretary

Anthony Perzia  
MICHAEL JANCUSKA  
Council Chairman

APPROVED, this 8<sup>TH</sup> day  
of November, 2017.

James Keller  
JAMES KELLER, Mayor