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ORDINANCE ESTABLISHING PROPERTY MAINTENANCE STANDARDS

Sample Ordinance

§___.1 Short Title. This section shall be known and cited as the (Insert name of municipality) "Property Maintenance Standards."

§___. 2 Preface. Recognizing the need within the (Insert name of municipality)) to establish certain minimum health and safety requirements for those buildings, structures, or properties which are used or associated with human occupancy; this Section hereby establishes standards and procedures which the (Insert name of municipality) considers to be fair and effective in meeting those minimum requirements.

§___.3 Responsibility. The owner of the premises shall maintain the structures, lot and yard in compliance with these requirements, except as otherwise provided for in this section. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this section. Occupants of a building, dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the building, dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

§___. 4 Definitions.

BUILDING – a roofed structure, enclosed by one (1) or more walls, for the shelter, housing, storage or enclosure of persons, goods, materials, equipment or animals.

COURT – an open and unoccupied space on a lot enclosed on at least three (3) sides by the walls of a building.

GARBAGE – putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

INFESTATION – the presence of insects, rodents, vermin and/or other pests.

LOT – plot, tract, premises or parcel of land, with or without improvements thereto.

OWNER – any person or persons, jointly or severally, firm, corporation or other entity which, either by conveyance or inheritance or otherwise, is vested with the title to a lot and/or improvements thereto in his capacity as a legal representative, such as an administrator, trustee, executor, etc.

REFUSE – all putrescible and nonputrescible solid wastes, including garbage, rubbish, ashes, dead animals and commercial and industrial wastes.

UNOCCUPIED HAZARD – any building, or part thereof, or manmade structure, which remains unoccupied for a period of more than six (6) months, with either doors, windows or other openings broken, removed, boarded or sealed up, or any building under construction upon which little or no construction work has been performed for a period of more than six (6) months.

YARD – any open space on the same lot with a building and, for the most part, unobstructed from the ground up.

§___. 5 Application. The provisions of this section shall supplement local laws, ordinances or regulations existing in the (Insert name of municipality) or those of the Commonwealth of Pennsylvania. Where a provision of this Section is found to be in conflict with any provision of a local law, ordinance, code or regulation or those of the Commonwealth of Pennsylvania, the provision which is more restrictive or which establishes the higher standard shall prevail.

§___.6 Buildings and Structures.

A. No owner of any building or structure shall fail to take such steps and perform such maintenance with respect thereto, as may be required from time to time, to ensure that the property is safe, sound, sanitary and secure and does not present a health and/or safety hazard to surrounding properties or to the general populace.

B. No owner of any unoccupied building or structure shall fail to take such steps as may be required to insure that the same are securely closed so as to prohibit and

deter entry thereto and to insure that no health and/or safety hazard, or threat thereof, is precipitated due to a lack of maintenance or due to neglect.

C. Owners of any and all unoccupied buildings and/or structures which, through neglect, have deteriorated to the point of being classified as unoccupied hazards, and therefore constitute a severe health and/or safety hazard, upon direction of the (Insert name of municipality, or other authorized official or body, remove, or cause the removal of, the building and/or structure.

D. All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

E. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests

F. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

G. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

H. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

I. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

J. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

K. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of

metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

L. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

M. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

N. All glazing materials shall be maintained free from cracks and holes.

O. All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units shall tightly secure the door.

P. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

§___. 7 Yards, Open Lots, Parking Areas.

A. Fences and/or minor structures shall not be constructed and maintained so as to present a safety or health hazard to persons and/or property.

B. No person shall permit the development or accumulation of hazards, rodent harborage and/or infestation upon yards, courts, lots.

C. With the exception of approved storm water retention areas, all lots and yards shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

D. No person shall permit the accumulation of heavy undergrowth and/or vegetation which would impair the heath and/or safety of the neighborhood; nor shall they permit any trees, plants or shrubbery, or any portion thereof, to grow on their property and which constitute a safety hazard to pedestrian and/or vehicular traffic.

E. All premises and exterior property shall be maintained free from weeds or plant growth in excess of eight inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

§___. 8 Infestation, Prevention and Correction.

A. All structures, lots and yards shall be kept free from rodents and other wild and feral animal harborage and infestation. Where rodents or wild or feral animals are found, they shall be promptly exterminated or removed by processes which will not be injurious to human health. After extermination or removal, proper precautions shall be taken to eliminate such harborage and prevent reinfestation.

B. Adequate sanitary facilities and methods shall be used for the collection, storage, handling and disposal of garbage and refuse in accordance with the (Insert name of municipality) Solid Waste Ordinance.

C. Where there exists rodent and vermin infestation, corrective measures shall be undertaken by the property owner and/or occupant to alleviate the existing problems (s), to include screening, extermination and/or garbage and refuse control. Methods employed for extermination shall conform with generally accepted practices.

§**___. 9 Miscellaneous Provisions**. No person shall permit:

A. Roof, surface and/or sanitary drainage to create a safety and/or health hazard to persons and/or property by reason of inadequate and/or improper construction, or maintenance or manner of discharge.

B. Roof gutters, drains or any other system designed and constructed to transport storm water, to be discharged into any sanitary sewage system and/or any part thereof.

C. Any refrigerator, freezer and/or other similar storage chest to be discarded, abandoned or stored in any place or location which is accessible to the general public without first completely removing any and all locking devices and/or doors; provided, that nothing herein shall be construed so as to permit any act or practice otherwise prohibited by the (Insert name of municipality) Solid Waste Ordinance.

D. The maintenance or storage by an owner or lessee of a motor vehicle which is unable to move under its own power and· which motor vehicle has rusted, broken or sharp edges; missing tires or other components resulting in unsafe suspension of the motor vehicle; ripped upholstery or other conditions which could permit vermin harborage; has leaking or damaged oil pan, gas tank or other fluid container; or such other defects which the Enforcement Officer may upon investigation determine threaten the health, safety and welfare of the citizens of the (Insert name of municipality).

§___**.10 Responsibilities of Owners.** Any occupant of a premises shall be responsible for
compliance with the provisions of this Part with respect to the maintenance of that part of the premises which he occupies and/or controls pursuant to the terms of the contract/agreement under which he occupancies and/or controls thereof.

A. Owner (s) of premises shall comply with the provisions of this Section, as well as operators and occupants, regardless of any agreements between owners and operators or occupants as to which party shall assume such responsibility.

B. In instances where an occupant is responsible, or shares responsibility with an owner, for the existence of one (1) or more violations of this Section, said occupant shall be deemed responsible and treated as if an owner within the true intent and meaning of this Part.

§___**. 11 Notice of Violation.** If in the opinion of the Enforcement Officer the owner and/or occupant is out of compliance with the standards in this section, the owner and/or occupant shall receive a warning letter from the Enforcement Officer, or other authorized representative describing the violation(s). If the owner and/or occupant does not resolve the problem to the satisfaction of the Enforcement Officer at this stage, the Enforcement Officer shall move ahead with the formal citation process. The owner and/or occupant shall be notified by certified mail or through personal service, of said violation or violations. The citation shall be in writing and shall identify the premises and shall cite the specific violation or violations. The notice shall direct the owner and/or occupant to correct the deficiency and/or deficiencies within a reasonable period of time as specified in the said notice, and shall inform the owner and/or occupant of the fines and penalties which may accrue upon the failure to comply. The notice shall also specify that, in lieu of or in addition to fines and penalties, and subsequent to the period of time specified in the said notice, the (Insert name of municipality) may itself correct the deficiencies or contract for the correction thereof and assess the cost thereof as a lien against the premises and/or recover the expenses so incurred in a manner as prescribed by law. A copy of the said notice shall be posted in a conspicuous place on the subject premises and at the (Insert name of municipality) building.

§___.12 Compliance. The owner and/or occupant shall correct any and all noted deficiencies within such period of time as may be specified in the notice. Extension of such specified period of time may be granted by the (Insert name of municipality), in its sole discretion upon good cause shown. Failure to comply with any such notice within the time specified shall constitute a violation of this Section, with each separate day during which a violation continues to exist constituting a separate violation.

§___.13 Penalties. Any person, firm or corporation who shall violate any of the provisions of this section shall, upon conviction, be sentenced to pay a fine not exceeding one

thousand dollars ($300.00), together with costs of prosecution, or to undergo imprisonment for a term not to exceed thirty (30) days, or both.

§___.14 Owners Severally Responsible. If the premises are owned by more than one (1) owner, each owner shall severally be subject to prosecution for the violation of this section.

§___.15 Inspection. The Enforcement Officer may enter, or may cause, through an authorized representative of the (Insert name of municipality), entry onto premises for the purpose of inspection of any and all premises, properties, buildings and/or structures located within the (Insert name of municipality), upon reasonable (i.e., 24 hour) advance notice, for the purpose of ascertaining the existence of violations. In those matters where the nature of an alleged violation is such that an inspection of the interior of a building or structure is necessitated, prior arrangements must be made with the owner, or his agent, to secure access thereto.