

Borough of Mount Carmel

Bryan Polifka, Code Enforcement Officer
50 West Third Street– Mount Carmel, PA 17851-2077
e-mail: codeenforcement@mountcarmelborough.org
Phone: 570.339.4486 EXT 19 Fax: 570.339.6022

Rental Property Registration Form As Per Ord. 2-2008, Section 5

Date: _____

Rental Property

Address: _____

Number of Units: _____

Owner

Name: _____ Phone #: _____

Address: _____

If Owner does not Reside Within a 30 Mile Radius of the Borough an Agent is Required

Agent

Name: _____ Phone #: _____

Address: _____

*******OFFICE USE ONLY*******

Copy of Paid Property Tax Bill: Yes () No () If Paid, Date of Payment: _____

Copy of Fire Insurance Certificate: Yes () No () Expiration Date: _____

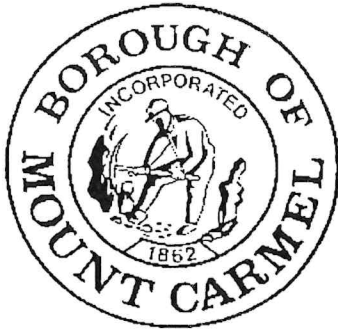
Copy of Paid Sewer Fees: Yes () No () If Paid, Date of Payment: _____

Outstanding Code Violations: Yes () No ()

Registration Fee Paid: Yes () No ()

**All of the above requested information is required in order to register a rental property;
any information left blank or not submitted may subject the rental property to closure.
Any occupied rental property that is not registered is subject immediate closure.**

Owner / Agent's Signature: _____



Borough of Mount Carmel

Bryan Polifka Code Enforcement Officer
50 West Third Street- Mount Carmel, PA 17851-2077
E-mail: codeenforcement@mountcarmelborough.org
Phone: 570-339-6024 Fax: 570-339-6022

APPLICATION FOR CERTIFICATE OF OCCUPANCY AS PER ORD. 2013-03

DATE: _____

Address of rental property: _____ Apt. # _____

<u>Tenant(s) Name / Occupation</u>	<u>Date of Birth</u>	<u>D.L # or Other form of ID</u>	<u>Contact Phone#</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Tenants Former Address: _____

Prospective Date of Occupancy: _____

Property Owner Name: _____ Property Owner Phone#: _____

Property Owner Address: _____

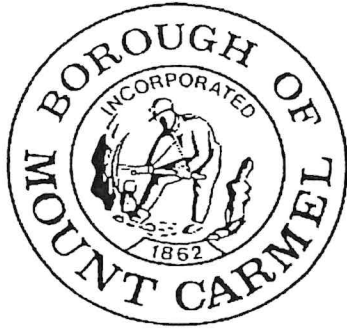
Local Agent Name: _____ Local Agent Phone # _____

Local Agent Address: _____

Number of units in registered property: _____

**ALL INFORMATION REQUEST FIELDS ARE REQUIRED TO BE FILLED OUT, ANY
AREAS LEFT BLANK MAY RESULT IN DENIAL OF APPLICATION AND PERMIT.**

Signature of Owner/Agent: _____



Borough of Mount Carmel
Code Enforcement Office
- Mount Carmel, PA 17851-2083
Phone: 570-339-6024 Fax: 570-339-6022

ACKNOWLEDGEMENT OF RECEIPT OF OCC. INSPECTION REPORT

I have received the current Occupancy Inspection Report for the address listed below and have read and understand the material covered.

Your receipt of this document and signature on this page is acknowledgment that signifies your receipt of the Occupancy Inspection Report mentioned.

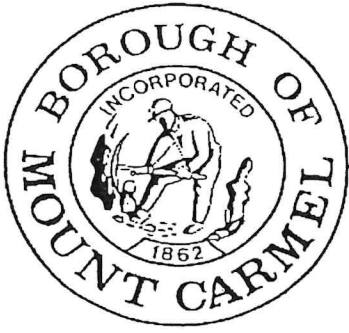
Rental Unit Address: _____

Landlords Name: _____

Tenants Signature

Date

Note: A signed copy of this Acknowledgement form is to be returned to the Code Enforcement Department by the Owner or Manager.



Borough of Mount Carmel
Code Enforcement Office
– Mount Carmel, PA 17851-2083
Phone: 570-339-6024 Fax: 570-339-6022

ACKNOWLEDGEMENT OF RECEIPT OF APPENDIX A

I have received the current Ordinance 2013-03 Appendix A form and have read and understand the material covered. I understand that any questions that I may have about Appendix A or its contents will be answered by the Code Enforcement Officer or his or her designated representative upon request. I agree to and will comply with the guidelines set forth in Appendix A.

Your receipt of this document and signature on this page is acknowledgment that signifies your agreement to comply with this policy.

Rental Unit Address: _____

Landlords Name: _____

Tenants Signature

Date

APPENDIX A

TENANT'S COVENANTS AND OBLIGATIONS

1. Tenant shall comply with all applicable Codes and Ordinances of the Borough of Mount Carmel and all applicable State laws.
2. Tenant agrees that the maximum number of persons permitted within the residential rental unit at any time shall be _____ and the maximum number of persons permitted within the common areas of the rented premises at any time shall be _____.
3. Tenant shall deposit all rubbish, garbage and other waste from the rented premises into containers provided by the owner or landlord in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with the recycling plan submitted by the owner to the Borough under Mount Carmel's Ordinance or if there is no recycling plan for the premises, then in compliance with Mount Carmel's Ordinance and all other applicable ordinances, laws and regulations.
4. Tenant shall not engage in any conduct on the rented 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 rented 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 rented premises, except for ordinary wear and tear.
7. Tenant shall not engage in, nor tolerate nor permit others on the rented premises to engage in, "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior including any and all Borough Ordinances violations perpetrated, caused or permitted by any occupant or visitor of a residential 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 Residential Rental Unit Occupancy Ordinance of the Borough of Mount Carmel and that the issuance by any municipal officer of the Borough of Mount Carmel of a Certificate of Noncompliance with said Ordinance relating to the rented premises shall constitute a breach of the rental agreement of which this addendum is an Ordinance. 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 rented 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.

Fee Table for Rental Properties in Accordance with Mount Carmel Borough Ordinance 2013-03

License Fee per Rental Unit is \$25.00 per year to be paid by the 1st day of January

Every unit has to be inspected for every change of tenant

Inspection Fee's will be as follows

Rental House – Initial inspection fee will be \$40.00, if needed 1 return inspection will be with no additional fees. Anything after the 2nd inspection will be a fee of \$20.00 per return inspection.

Rental Apartments – Initial inspection fee will be \$20.00, if needed 1 return inspection will be with no additional fees. Anything after the 2nd inspection will be a fee of \$15.00 per return inspection.