

**Agenda  
Work Session  
December 19, 2016  
7:00 pm**

**Executive Session (6:15 p.m. – 7:00 p.m.)**

**Regular Meeting**

**1. Announcements**

**2. Minutes**

- Nov. 21, Dec. 5 WS

**3. Department Reports/ Citizen Comments**

**4. Action Items**

- Call-a-bus MOU

**5. Discussion Items**

- Ordinance 120 proposed amendments
- Income tax letter from State Comptroller
- Budget calendar

**6. Upcoming Town Council Schedule**

- January: 9<sup>th</sup> Worksession, 11<sup>th</sup> Town Meeting, 23<sup>rd</sup> Worksession
- Holiday closings: January 2, 16
- Four Cities Meeting: January 25, 7:30 p.m., College Park.
- Re-gifting Party: January 21, 2:00 p.m., Town Center



# Town of Berwyn Heights

5700 Berwyn Road  
Berwyn Heights, MD 20740  
Tel. (301) 474-5000  
Fax (301) 474-5002

## Draft Minutes Worksession November 21, 2016

The meeting was called to order at 7:00 p.m. Present were Mayor Cheryl Jewitt, Mayor Pro Tem (MPT) Jodie Kulpa-Eddy and Councilmembers (CMs) Patricia Dennison, Christopher Rasmussen and Gerald Shields. Also present were Town Administrator (TA) Jessica Cowles, and Clerk Kerstin Harper.

### 1. Announcements

Happy Thanksgiving.

### 2. Audit

Lindsey & Associates Vice President Bob Diss presented the FY 2016 financial report for the Town of Berwyn Heights. He gave the Town a clean report with no findings that need to be addressed. The Town continues to be debt free and has a very healthy fund balance of \$2.4 million, which includes a number of special reserves. The only liability is the Town's pension fund through the Maryland State Retirement System. The Town also compares well to other municipalities in terms of cash reserves.

### 3. Minutes

There were none.

### 4. Department Reports & Citizen Comments

Mayor Jewitt reported that Public Works responded to a couple of water main leaks and notified Pepco about street lights that came on ~~during~~ at the wrong time. Those issues have been corrected. CM Shields reported ~~that a citizen~~ comment from a citizen on Goucher Avenue and highlighted upcoming Town office closings.

MPT Kulpa-Eddy said the Prince George's County Municipal Association did not discuss its legislative initiatives at its last meeting, but will send out an email list of them shortly. PGCMA members were asked to vote on a resolution promoting bike trail safety measures including lights, cameras and call boxes, to make bike trails a more viable commuter alternative. MPT Kulpa-Eddy abstained from the vote because she did not know how Berwyn Heights residents living close to the Indian Creek trail feel about this. PGCMA is also drafting a resolution declaring its support for diversity and inclusiveness. Upcoming meetings include an MML conflict resolution workshop "Time to Talk" on December 13, Senator Pinsky's annual Town Hall meeting on December 3, and the State delegation's legislative forum on December 5.

MPT Kulpa-Eddy participated in the Town-wide cleanup on November 12, with most trash retrieved along Ballew Avenue, Greenbelt Road and Edmonston Road, and attended the Historical Committee's oral history highlights reel presentation. She also received a citizen comment on curbside leaf pickup. In response to Mayor Jewitt, MPT Kulpa-Eddy said that it is not possible for the Council to determine how to vote on PGCMA initiatives beforehand when an agenda is not distributed.

CM Rasmussen asked if PGCMA is serious about lobbying for greater zoning and permitting authority. MPT Kulpa-Eddy said that several of the larger communities, such as College Park and Greenbelt, would like to have zoning authority. Only Laurel currently has independent zoning authority. CM Rasmussen also had a citizen comment about opening a dog park at the Indian Creek T-ball field. CM Shields announced the December 3 tree lighting celebration.

##### 5. Action Items

**Video streaming proposals:** TA Cowles said that Clerk Harper has researched options for streaming video recordings currently shown on the Town's public access channels to the web. This would support the Council's strategic priority to improve communication with residents, as it would make available recordings of Council meetings to residents who do not subscribe to cable TV.

Clerk Harper gave an overview of 3 proposals she received from video streaming vendors:

- Granicus' annual video streaming fee is \$4,500, plus \$3,000 for an encoder. Granicus is a leading government vendor in the field of video streaming, used by a number of neighboring municipalities. Granicus offers additional modules, such as *ilegislare*, a tablet-based agenda management application, and *speakup*, an online citizen survey and engagement application the Town may be interested in adding later. *Ilegislare* would be offered free of charge as part of this package, but may go up in price after a promotional period expires.
- Leightronix annual video streaming fee is \$4,338, plus \$3,546 for an encoder. Leightronix is the Town's current vendor for cable TV programming, but has an overall smaller customer base centered in the north-east. It offers high quality video streaming that ties in with an agenda management application, but does not offer the same broad range of add-ons as Granicus.
- Swagit's annual video streaming fee is \$5,400, plus \$4,600 for an encoder. Swagit's selling point is "hands-free-streaming," where Swagit staff indexes the video and posts it to the web, with no Town staff time required. This is reflected in the higher price of the encoder. The quoted price is for a self-indexed and posted video stream. Swagit has no add-on applications like Granicus but is compatible with Granicus and other digital agenda management vendors.

In response to questions, TA Cowles said, although Granicus' quote may increase after the promotional period expires, it would not increase dramatically. Granicus is known for a high customer retention. The purchase price and future operating costs can be financed ~~with~~ through the cable TV reserve, including some of the staff time that goes into producing TV recordings and indexed videos. The Council expressed interest in the Granicus package but asked to clarify costs outside a promotional period.

##### 6. Discussion Items

**Legislative Dinner agenda:** Mayor Jewitt proposed to shorten the very detailed agenda for the upcoming legislative dinner to focus on Council priorities. The following priorities were agreed upon:

- Improving Greenbelt Road functionality and aesthetics: SHA plans and coordination
- Stormwater system upgrades: status of engineering study;
- Protecting the health, safety and welfare for tenants of rental homes, including Airbnbs;
- Infrastructure and facility capital improvement plan: funding assistance
- Restoring PGC municipal tax differential
- Municipal role in rewriting PGC zoning code;
- Better coordination with SHA, and utilities on projects in municipal right-of-ways, including tree removals and replanting;
- Police body cameras: guidelines for use

It was noted that MPT Kulpa-Eddy, CM Rasmussen and CM Shields will not be able to attend.

**Ordinance 120 proposed amendments:** CM Rasmussen proposed that the Council attempt to answer several key policy questions that will facilitate the process of revising the Rental Housing Ordinance:

- Whether to adopt the Prince George's County Housing Code. This would result in the deletion of large sections of Ordinance 120 establishing a Berwyn Heights housing code, and relieve Town staff of the responsibility to stay on top of new housing regulations.

In discussions, the Council agreed to adopt selected sections of the PGC Housing Code dealing with structural, mechanical, plumbing and electrical standards with which rental units must comply, and strike from Ordinance 120 all that is covered by the PGC code, with possible carve-outs.

- Whether to require a rental license ~~for when~~ renting to family members, or ~~and~~ to just one tenant in an owner-occupied home. Requiring a license in these situations would remove the difficulty of verifying how tenants are related to the homeowner and whether a home owner actually lives at a rented property.

In discussions, the Council was inclined to continue allowing home owners to rent to family members without a license, but to narrow the definition of family. Renting was defined as a financial transaction specified in a formal contract, or lease. The Council did not reach a conclusion on whether to stop allowing resident home owners to rent to just one tenant without a license. This is a loop hole for some landlords, who do not live at the property they are renting, to avoid paying for a rental license. It is difficult for the Town to verify whether an owner lives at the property he or she rents. The Council tentatively agreed to require a license when rooms or apartments are rented, regardless of whether the home owner lives on the premises, but potentially carve out exceptions for renting to family members and/ or to just one tenant in an owner-occupied home.

- Whether to continue to allow ~~at least 3~~ or more households within 500<sup>2</sup> feet of a rental property to petition the Council for a hearing regarding violations at the rental property.

In discussions, the Council was inclined to drop this provision. The situations demanding this type of redress may have been addressed by the recently adopted Noise Ordinance and the recently amended Clean Lot Ordinance, which make landlords accountable for nuisances and code violations, such as loud parties and littering the surroundings. It was noted that residents already have the option to contact the Code Department or Councilmembers about problems with neighbors.

- Whether to approve the proposed simplified rental license application process. It is proposed to require only a Rental License Application form and stop requiring a floor plan, Housing Disclosure Form and the Tenants' Rights & Responsibilities Form.

The Council tentatively agreed to require fewer forms. Instead of submitting a Housing Disclosure



form signed by all tenants, a landlord might be asked to certify that he provided information about Town ordinances to his tenants. Tenants might be allowed to confirm receipt via email. It was also agreed to stop requiring the Tenants' Rights & Responsibilities form signed by all tenants because this type of information should be provided in a lease. Any violation of tenants' rights would be addressed by the District Court or landlord-tenant mediation offices. The form could be handed out as a courtesy without requiring signatures. It was tentatively agreed to stop requiring a floor plan because it is not used by Code officers during inspections. However, it may be useful to require some kind of description of the rented rooms and facilities to guide the inspecting officer.

The Council briefly considered whether reasons for revoking a rental license need to be spelled out in a separate section. Currently, being a persistent public nuisance or being an unfit rental property are covered by the Ordinance. In conclusion, TA Cowles was asked to produce a revised version of Ordinance 120 for discussion at the next worksession.

**Charter amendment update:** TA Cowles said she has consulted with the Town Attorney on how to proceed with updating the boundaries in the Berwyn Heights Charter. He advised that it is permissible to reference annexation maps filed with the State's Department of Legislative Reference and the County District Court to document the revised boundary along Branchville Road, instead of producing new metes and bounds for the entire Town. However, a disputed section of the boundary with Greenbelt along Route 193 will require new metes and bounds, which will cost \$2,000. MPT Kulpa-Eddy moved to appropriate \$2,000 to update the Town boundaries, with funds coming from the unrestricted fund balance. CM Shields seconded. The motion passed 5 to 0.

**Strategic planning workshop debriefing:** Mayor Jewitt explained that the Town Council and senior staff completed a second strategic planning workshop, at which both a vision and mission statement were developed. MPT Kulpa-Eddy proposed, and the Council agreed, to formally adopt the vision and mission statements by resolution at the next Town meeting. At the workshop, the Council also adopted several long term goals and established steps to implement them. The goals include:

- Acquire improved facilities for Town departments;
- Encourage local community building;
- Create a system to bring roads up to standards.

CM Rasmussen added that the Council also identified Town aesthetics and economic development as goals but did not work out a step-by-step plan for implementation. He hopes the Council will flesh them out before the budget season begins. MPT Kulpa-Eddy ~~expressed skepticism that questioned whether these goals can~~ could be worked on simultaneously with the first 3 goals and suggested tackling them later.

**Banner City accreditation:** CM Shields explained that he checked with several municipalities about the benefits of the acquiring Banner City status, a certification conferred by the Maryland Municipal League (MML) for being an active participant, and showcasing how municipal government works. He said there are no tangible benefits, but rather it is a way to show that Berwyn Heights is a good place to live. MPT Kulpa-Eddy added it also shows that the Town is making an effort to improve its government by participating in MML training and attending meetings.

CM Shields provided a list of required activities the Town must perform to obtain Banner City status. Most of them have already been fulfilled and the remainder are easy to complete. The Council pledged to continue to attend PGCMA meetings to fulfill the 50% attendance requirement by May 2017.

**6. Town Council Schedule**

The Council reviewed the calendar for the upcoming month. No changes were made.

| The meeting was adjourned at 10:09 p.m.

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Kerstin Harper, Town Clerk



# Town of Berwyn Heights

5700 Berwyn Road  
Berwyn Heights, MD 20740  
Tel. (301) 474-5000  
Fax (301) 474-5002

## Draft Minutes Worksession December 5, 2016

The meeting was called to order at 7:00 p.m. Present were Mayor Cheryl Jewitt, Mayor Pro Tem (MPT) Jodie Kulpa-Eddy and Councilmembers (CMs) Patricia Dennison, Christopher Rasmussen and Gerald Shields. Also present were Town Administrator (TA) Jessica Cowles, Clerk Kerstin Harper, and Green Team Outreach Coordinator Therese Forbes.

### 1. **Announcements**

The Tree Lighting celebration was a big success. Many residents came out to sing Christmas carols, greet Santa and enjoy hot chocolate together. Musical entertainment was provided by Phil Ventura. Santa Hank Becker was assisted by Chris Brittan Powell as his helper.

The Town was informed that it will have to return excess income tax revenues totaling \$159,000 that it had received between 2010-2014, due to an accounting error by the State Comptroller's Office. This problem was discovered during a recent audit of the Comptroller's Office and affects municipalities throughout Maryland. The Maryland Municipal League has taken up the matter and is exploring whether the State may forgive these debts. The Council will discuss the issue at the next worksession.

The Federal Railway Administration and Maryland Department of Transportation are preparing an environmental impact statement for constructing a high-speed Maglev train between Baltimore and D.C. A public hearing on the scope of the project is scheduled for December 15 at the West Lanham Hills fire hall.

### 2. **Minutes**

On a motion by CM Dennison, seconded by CM Shields, the November 7 worksession minutes were approved 5 to 0. The November 9 Town meeting minutes were distributed.

### 3. **Department Reports & Citizen Comments**

Mayor Jewitt reported that there continue to be many thefts from unlocked cars, and urged residents to lock their vehicles. MPT Kulpa-Eddy reported that she attended Senator Pinsky's Town Hall meeting on December 3. PGCPs CEO Kevin Maxwell and DPIE Director Adam Ortiz were present. Maxwell gave a presentation on the FY 2018 budget, which will request increases to fund a full day pre-k program and re-integrate arts and music into the curriculum. Ortiz reported on the County's "Zero Waste Initiative." Pinsky briefed attendees on legislative priorities he will support in the session starting in January 2017, including clean energy, reduction of antibiotics in farm animal feed, and

mandating sick leave eligibility at 6 months of employment. Among possible County legislative priorities discussed was municipal authority to regulate fences.

CM Rasmussen reported that the Code Department is following up on a complaint about a construction trailer parked at a Ruatan Street residence, improperly stored construction waste, and improperly covered unregistered cars. He raised the issue of parking on driveways that cross a sidewalk, and completion of Pepco's vegetation management cycle. CM Dennison reported that Public Works is busy vacuuming leaves.

CM Shields reported that the Green Team is seeking recertification of the Town's Sustainable Maryland status, and is planning workshops on rain gardens and weatherization, as well as a dog "meet and greet" on how to handle pet waste. The PTA had a successful walk-a-thon fundraiser, will hold a membership drive on December 5 and 12, and is developing plans bringing arts into the classroom. The judging of the best decorated house, best yard, and best overall property will take place December 20 through 31. CM Shields also reported he received a number of kudos for the volunteers who organized the Tree Lighting event.

#### 4. Action Items

**Vision and Mission statement resolution:** MPT Kulpa-Eddy proposed to formally adopt the vision and the mission statements the Council developed during their strategic planning workshop, and asked if the Council had any changes to the prepared draft resolution. CM Rasmussen suggested revising the sub-header of the resolution to add the Town Council as the author of the resolution. After some discussion, the Council agreed to adopt the amended resolution at the December Town meeting.

**Video streaming vendor selection:** TA Cowles said she has followed up with Granicus, the low bidder for video streaming the Town's cable TV broadcasts, Granicus, to clarify the long term costs of the service. Granicus offered to reduce the price of the encoder to \$2,800 and to provide the first 3 months of the service for free. This reduces the initial investment in the first year to \$6,200 and the operating cost in subsequent years to \$4,500 for the life of the contract. Granicus also has add-on applications that may be of interest to the Council, such as *ilegislare* and *speakup*.

In response to questions, it was explained that the streamed video would be accessible on the Town's website, thereby available to people who do not subscribe to cable TV. The Town's revenues in cable TV Public, Educational & Government (PEG) fees of \$30,000 per year could be used to pay for the service. The PEG fees could also be used to cover staff costs associated with PEG channel programming. The Town Clerk is estimated to be spending up to 8 hours per week to support the traditional cable TV broadcasting and the additional video streaming capabilities.

CM Rasmussen moved to enter into a 2-year video streaming contract with Granicus at the above quoted price. CM Dennison seconded. The motion passed 5 to 0.

#### 5. Discussion Items

**Charter amendment update:** MPT Kulpa Eddy said she requested an update on the Charter amendment regarding the Town's boundaries to ensure it is adopted before the development of the Greenbelt Station north core, which may bring the new FBI headquarters to the location. TA Cowles explained the Charter amendment has been drafted and the Town Attorney has reviewed it for legal sufficiency. It is recommended to wait until the Town engineer has completed new metes and bounds for a disputed section of the Town's boundary with Greenbelt in along the 6300 block of Greenbelt Road. The Town

engineer hopes to have the metes and bounds completed in December. The Town Council may be able to review it at the December 19 or January 9 worksession.

In response to further questions, TA Cowles said that she will check the Town's records to ensure that deletion of the Section 202 of the Town Charter does not result in reference problems within any Town Ordinances. It is increasingly common for municipalities to reference maps and boundary descriptions on file in the Department of Legislative Services and the County's District Court because it ensures continuously updated boundary information.

**Legislative dinner debriefing:** Mayor Jewitt said that she, CM Dennison, State, County and school district delegates were in attendance at the dinner. However, many delegates had other commitments and came in late, making for a low-key and relatively short meeting. She suggested that the Town might want to rethink holding one big dinner for the delegates in favor of more frequent one-on-one meetings. The delegates highlighted items for the upcoming legislative session, including a mandated increase in the share of clean energy from 20% to 25% in the State's overall energy production, continued prohibition of fracking, and a revised format for the Uniform Crime Report (UCR).

Mayor Jewitt continued that the Town's priority items were discussed and some answers provided. On Greenbelt Road improvement plans, the Town was advised to check with Greenbelt and College Park to see what their plans look like. On short-term rental regulations, the Town may want to consult with cities that have already adopted such legislation. County Councilwoman Glaros will follow up with the Department of Public Works & Transportation (DPW&T) about the timing of timeline for a feasibility study to upgrade the Town's stormwater system. On financing Town facility upgrades, it was learned that not many grants are available, although the State's Department of Housing & Community Development (DHCD) offers help with low-cost bonds issueds through a Local Government Infrastructure Financing program.

CM Rasmussen asked whether the impact of the proposed new regulations on the business climate were discussed. They were not. MPT Kulpa-Eddy suggested that the Town follow up with State delegates about the income tax over-payment issue.

**Green Team inquiry (added item):** Therese Forbes, Green Team Outreach Coordinator, was present to seek clarification on how the Green Team should ~~seek to~~ interact with the Town regarding renewal of the *Sustainable Maryland* certification. Mayor Jewitt advised the Green Team contact CM Shields as liaison for Town organizations, or TA Cowles to request being placed on a worksession agenda for a more in-depth discussion. A memo explaining what is to be discussed should also be submitted beforehand.

Ms. Forbes said that recertification is based on activities that require coordination with the Town. One such activity would be to establish a website, or a web page on the Town's website, to make Green Team information more widely available to residents. CM Rasmussen suggested the Green Team provide the Council with a list of activities that qualify for recertification. Further, he suggested that a public education campaign about tree preservation, an initiative to amend RM 43 establishing vegetation management standards for utilities, or creation of a "pollinator mile" might be considered as qualifying activities.

Ms. Forbes said the Green Team, in coordination with the BHES Garden Team, already has a pollinator program. Other planned activities include a dog "meet and greet", a watershed improvement



discussion event, and a green purchasing plan for the Town. In February they will hold a raingarden workshop.

**Ordinance 120 proposed amendments:** CM Rasmussen gave a recap of the proposed changes to the Ordinance, some of which were approved at the last meeting:

- Adoption of the Prince George's County Housing Code, Division 1, Subdivisions 1 and 2. This replaces the housing code provisions currently in Ordinance 120 and ensures that the ~~code~~ ordinance is always has up-to-date property maintenance standards.
- References to County Building, Electrical, Mechanical and Plumbing Code and Town Ordinances were adopted in place of spelling out these standards.
- Definition of "immediate family" was added, to include a property owner's spouse, children, step-children and foster children; parents, step-parents and foster parents.
- Provision clarifying that a rental license is required for all rental properties, regardless of duration of lease period. This includes short term rentals.
- Exception to rental license requirement in the current Ordinance--when resident property owner rents to an immediate family member--was approved.
- Exception to rental license requirement in the current Ordinance--when resident property owner rents only a single room or apartment--was left open for discussion.
- Provision limiting rentals to 5 unrelated tenants needs to be moved from Housing Disclosure Form into the Ordinance.
- Provision allowing 3 or more households within 500<sup>2</sup>feet of a rental property to petition the Council about code violations at the rental property was left open to further discussion.
- Changes to the rental license application forms need to be finalized.

The Council discussed the current exception to the rental license requirement if a property owner rents a room or apartment in his house to just one tenant. CM Rasmussen argued that the Town has the right to oversee and license the activity, if money is exchanged, to ensure that the dwelling unit meets health and safety standards. CM Shields argued that an owner, who lives at the property in which he rents a room(s) to only one tenant, has a vested interest in keeping it in good condition, and therefore is less likely to have code violations. He would charge a lower rental license fee of \$50, as opposed to the regular \$300 per year. Other points made in favor of imposing a license fee included 1) the difficulty of verifying that an owner lives at the rental property; 2) creation of a loophole for operating short term rentals, or Airbnbs; and 3) cost shifting of the Town's licensing and inspections program to rental owners who pay the license fees. It was the sense of the Council to discontinue the exception.

The Council began a line-by-line review of the Ordinance.

Section 2 – Definitions: proposed changes to definitions A – U were discussed and a couple minor changes made.

Section 2 H – Crashing: the proposed deletion of the "crashing" definition was tentatively approved because the practice of allowing acquaintances of registered tenants to sleep in areas not approved as sleeping areas, i.e., bedrooms, is unenforceable.

Section 2 J - Domestic Partner: This definition may need to be clarified, or could be deleted as if it is not mentioned in any subsequent provisions of the Ordinance.

Section 2 L and M – Dwelling, Dwelling Unit: Distinctions between dwelling, dwelling unit and habitable room should be clarified.

Section 2 R – Family: This definition might be deleted, as there is a narrower definition of "immediate family," which will be considered exempt from the rental license requirement if living in an owner occupied house.



Section 2 T- Gross Floor Area: Proposed for deletion, as if it is not used in subsequent sections of the Ordinance.

The Council skipped the remainder of Section 2 to review subsequent sections of the Ordinance.

Section 3 – Scope: No changes were proposed to this section, which provides that “every portion of a dwelling used or intended to be used for renting” is subject to the Ordinance.

Section 4 – Rental Property Licensing and Renewal

Section 4 A - Rental License Required: “Year,” the term of a rental license, should be clarified as meaning 12 months, regardless of starting date.

Section 4 B (1) - No Rental License Required When: The rental property tenant is an immediate family member of the property owner. Mayor Jewitt proposed to strike the exemption and make family members subject to the rental license requirement if a financial transaction takes place. MPT Kulpa-Eddy objected, saying that this would probably lead the parties involved to hide the financial transaction. She proposed to keep the exemption, unless there is a compelling reason to change it. In a straw poll, the Council voted 2 to 2, with 1 abstention to keep the provision.

Section 4 B (2) - No Rental License Required When: The property owner/-occupant rents to only 1 tenant, who is not an immediate family member. In a straw poll, the Council voted 4 to 1 to strike this exemption.

Section 4 E - License Application: It is proposed to change the due date for submitting a license application and license fee from 30 days to 15 days prior to the license renewal date, or the effective date of a lease, as recommended by the Code Supervisor. It is further proposed to no longer require a floor plan, which is not used to issue a license. No changes were made.

Section 4 F - Lead Free Certification: New provision added based on state legislation enacted in 2015 to require a certification that a house built before 1977 is lead free for purposes of issuing a rental license. It was suggested to move the provision next to provisions dealing with other building code issues. The question was raised ~~weather~~ whether the Town or the State needs to enforce this provision.

Section 4 G – Housing Disclosure Form, 4 H – Tenants’ Rights & Responsibilities Form: It is proposed to strike these provisions and no longer require these forms as part of the license application. Parts of these forms were incorporated into the license application form.

Section 4 I – Rental License Issuance: Requires property owner/ manager to satisfy the requirements of the Ordinance before a license is issued. Council struck a provision requiring a Code officer to state the maximum number of tenants allowed for a particular rental property.

Section 4 J – Inspections: States that all rental units are subject to periodic inspections to determine compliance with this Ordinance. It is proposed to add a requirement for a property owner/ manager to come into compliance within 15 business days of an inspection instead of the previous 30 days. The Council had no objection.

Section 4 K – Revocation or Denial of License: It is proposed to authorize the Town Administrator instead of the Town Council the ability to revoke a rental license, if the property owner/ manager fails to initiate good faith efforts to eliminate violations of the Ordinance within 5, instead of 10 business days of notice. The Town Administrator may also revoke a license, if a rental property or its occupants are deemed to be a public nuisance. The Council suggested ~~to~~ establishing criteria for what constitutes a public nuisance, ~~i.e.~~ e.g., number of police calls, missed inspections or other violations.

Section 4 L – License Renewal: The Council sought confirmation that applications for license renewal are due 30 days prior to expiration of the license. A license application per Section 4 E is due 15 days prior to renewal or effective date of lease.

Section 4 N – Change of Address: Mandates that property owners/ managers notify the town of changes

in their address. The Council asked to add e-mail addresses.

Section 4 O – Transfer of License: Provides that, if a rental home is sold, the new property owner/manager must apply for a new rental license within 5 instead of 30 business days of closing on the property. The Council did not object.

It was suggested to arrange all sections and sub-sections of the Ordinance in chronological order.

#### Section 5 – Authority to Inspect Rental Units

Section 5 A: Provides that rental inspections are conducted annually to ensure compliance with the Ordinance. The Council changed the provision to require inspections *at least* once a year, and more often, if circumstances warrant. Further, for purposes of inspection, the inspector must be given access to the entire rental property, not just the rental unit, or rented space.

Section 5 B: Provides that preventing a Code officer from entering a rental property is ~~is~~ may be grounds for revocation of a rental license. The Council did not object.

Section 5 C: Authorizes Code officers to enter ~~upon exterior and interior of~~ any rental property for purposes of inspection to ensure compliance with this and other Town Ordinances, as well as County and the State regulations, and to ensure the health, safety and welfare of the occupants. The Council replaced the terms “rental dwelling, dwelling unit, rooming unit, rental unit” with “rental property.”

#### Section 6 – Adoption of Selected Prince George’s County Codes

Section 6 A (1) – Adoption of PGC Housing Code: It is proposed to adopt the current PGC Housing Code, Division 1, and Sub-divisions 1 and 2, as may be amended from time to time... The Council questioned whether this is sufficient to identify the relevant sections of the PGC Housing Code if it is revised. TA Cowles will check with the Town attorney.

#### Section 7 – Standards

Section 7 A and 7 B: Reference relevant Town Ordinances and Prince George’s County Codes in setting applicable standards for rental units while deleting the current standards sections. The Council added Ordinance 118 – Roads & Public Right-of-Ways to the reference list.

Section 7 C (6): Retains prohibition to rent outbuildings, unless such a dwelling unit complies with the PGC zoning code. This provision may be struck if the future PGC Zoning Code permits use of outbuildings.

Section 7 C (7): ~~Places~~ Retains a limit on renting to 5 or fewer unrelated tenants within the Ordinance. No changes were made.

Section 7 I (4) (c), (d), (e): Requires that rental properties have smoke and carbon monoxide detectors for each floor of the rental property, have 10-year smoke detectors and provide fire extinguishers. TA Cowles explained the provisions were added to draw attention to these new mandates. However, they could be deleted as they are covered by the NFPA Fire Code adopted in the Ordinance. No decision was made.

Review of the remainder of the Ordinance will continue at the next worksession.

### **6. Town Council Schedule**

The Council reviewed the calendar for upcoming month. January 9 and 23 were set as worksession dates.

The meeting was adjourned at 10:07 p.m.

Kerstin Harper, Town Clerk

## MEMORANDUM

**DATE:** December 12, 2016  
**TO:** Mayor and Town Council  
**FROM:** Jessica Cowles, Town Administrator  
**SUBJECT:** **Call-a-Bus Agreement with Joe's Movement Emporium**

Joe's Movement offers programs in art education, production and artist services, including after school programs and summer programs located in Mt. Rainier. Joe's Movement needs transportation for its students to and from its facility and to and from its after school and summer programs. Joe's Movement uses the Call-a-Bus vehicles from other surrounding municipalities to transport students in after-school and summer programs. I have encouraged Joe's Movement to reach out to Berwyn Heights Elementary School to consider offering their programs to students in Town.

Joe's Movement has approached the Town about an agreement to use the Town's Call-a-Bus from 1:00 p.m. – 3:00 p.m. Monday through Friday. Joe's Movement will pay the Town \$40 per day, or \$800 per month for use of the Call-a-Bus. Joe's Movement will provide a properly licensed and insured driver for the Call-a-Bus.

The Town's annual general liability and property insurance cost for the Call-a-Bus is \$1,000. The Town will monitor gas usage during the year should the agreement go into effect to see if the cost per day should be adjusted to reflect actual usage.

The Prince George's County Department of Public Works and Transportation (DPW&T) administers the municipal Call-a-Bus program. The Town has asked DPW&T about the possibility of a new Call-a-Bus, and DPW&T has responded that the Town's usage of the Call-a-Bus does not seem to indicate the Town needs a new Call-a-Bus. The Code Office coordinates Call-a-Bus requests for service. The Code Officer will generally handle the pick-up and drop-off in the Code car instead of the Call-a-Bus unless a large group is requesting service. The agreement with Joe's Movement would provide a consistent use for the Call-a-Bus so the Town will be in a better position to detect and resolve issues related to vehicle maintenance and repair.

**CALL-A-BUS TRANSPORTATION AGREEMENT**

**(Town of Berwyn Heights and World Arts Focus, Inc., d.b.a. Joe's Movement Emporium)**

**THIS CALL-A-BUS TRANSPORTATION AGREEMENT** is made as of the \_\_\_ day of \_\_\_\_\_, 2017, by and between the Town of Berwyn Heights, , a municipal corporation of the State of Maryland, whose address is 5700 Berwyn Road, Berwyn Heights, MD, 20740 (hereinafter referred to as "Town"), and World Arts Focus, Inc., doing business as Joe's Movement Emporium, a Maryland non-profit corporation, whose principal place of business is located at 3309 Bunker Hill Road, Mount Rainier, MD 20712 (hereinafter referred to as the "Joe's Movement").

**RECITALS**

**WHEREAS**, the Town operates a twelve passenger bus for curb-to-curb "Call-a-Bus" service within the Town; and

**WHEREAS**, Joe's Movement operates a business that offers programs in art education, production and artist services, including after school programs and summer programs, at 3309 Bunker Hill Road - Mt. Rainier, MD 20712; and

**WHEREAS**, Joe's Movement is in need of transportation for its students to and from its facility and to and from its after school and summer programs; and

**WHEREAS**, Joe's Movement would like to use the Town's Call-a-Bus to provide the requisite transportation for its students under the terms and conditions set forth herein; and

**WHEREAS**, the Town desires to assist Joe's Movement by providing transportation services to its students by way of the Town's Call-a-Bus under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the above Recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Town and Joe's Movement agree as follows:

1. **Call-a-Bus Services.** The Town will provide the twelve passenger Call-a-Bus to transport Joe's Movement students to and from its facility at 3309 Bunker Hill Road, Mount Rainier, Maryland, to and from designated points within a 4-mile radius of Joe's Movement Emporium after school and during the summer. Transportation service will be provided for Joe's Movement students Monday through Friday (no weekend service) for up to two hours per day between the hours of 1:00 p.m. and 3:00 p.m.

2. **Scheduling Call-a-Bus Services.** Joe's Movement must schedule Call-a-Bus services for its students one week in advance of the needed dates. Scheduling should specify the

number of students to be carried, the times and places at which students are to be picked up and dropped off, and any special needs (such as a handicapped lift for students with disabilities). Necessary changes to the transportation schedule shall be made with 48 hours of the reservation, except in the case of an emergency. The accommodation of scheduling changes is subject to the availability of the Call-a-Bus. Call-a-Bus scheduling is arranged through Freddie Glass, the Town's Code Compliance Supervisor at (240) 508-9948.

3. **Term.** The term of this Agreement shall be for a period of one-year beginning 12:01 a.m. on \_\_\_\_\_, 2017, and ending at 11:59 p.m. on \_\_\_\_\_, 2017. By agreement of both parties, this Agreement may be renewed or extended for an additional period of \_\_\_\_\_ months/year upon such terms and conditions as the parties agree following the expiration of the initial term.

4. **Payment.** Joe's Movement shall pay the Town the sum of \$40.00 per day for each day that the Town provides the Call-a-bus to Joe's Movement students, which sum shall be remitted within 30 days of the Town invoice for the Call-a-Bus. Late payments are subject to a 5% late charge. If payment is more than 15 business days in arrears, the Town has the right to immediately suspend transportation services under this Agreement upon written notice to Joe's Movement.

5. **Limitations.** The provision of the Call-a-Bus to Joe's Movement students is subject to Joe's ability to obtain a properly licensed and insured driver. Call-a-Bus service is limited to use of the Town's Call-a-Bus twelve passenger bus. Call-a-Bus service is not available on days that Prince George's County public schools are closed. The Town is not liable for any damages arising out of the inability to provide the Call-a-Bus due to the non-availability of a Joe's Movement Call-a-Bus driver or vehicle, inclement weather, mechanical or electrical problems or vehicle breakdowns, delays due to any type of traffic conditions, or any unforeseen events beyond the reasonable control of the Town. Joe's Movement further recognizes that the "schedule of service" times are an estimate of approximate pick-up and drop-off times and that operating conditions, such as traffic congestion and weather, may vary those times.

6. **Insurance.** Joe's Movement shall provide general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to agreement approval:

- A. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, where insurance aggregates apply.
- B. Property damage liability insurance with limits of \$500,000.00 for each occurrence and \$2,000,000.00 aggregate, where aggregates apply.
- C. Automobile Liability Insurance. Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:
  - i. Bodily injury liability with limits of \$500,000.00 each person and \$5,000,000.00 each accident; and



ii. Property damage liability with a limit of \$500,000 each accident. The Certificate of Insurance must name the Town as an additional insured.

7. **Emergency Notifications.** If the Call-a-Bus is not available for a scheduled transportation service or there will be a delay or potential delay in providing a pick-up or drop off, then the Town will inform Joe's Movement as soon as possible. If Joe's Movement needs to cancel or change a scheduled Call-a-Bus pick-up or drop off or there will be a delay or potential delay, then Joe's Movement will inform the Town as soon as possible. All parties agree that communication of any delay, cancellation, or change of a scheduled service is very important and to promptly notify the other party if a delay is occurring or is likely to occur or if a scheduled transport needs to be cancelled or changed.

8. **Student Conduct.** Students are expected to conduct themselves in a safe and orderly manner whenever riding the Call-a-Bus. Students must follow the driver's instructions. Drivers have the authority to immediately address student behavior issues by assigning seats and reporting situations to Joe's Movement and/or to parents. Continued behavior issues may result in the student's suspension or dismissal from the Call-a-Bus. Joe's Movement agrees that the Town's only responsibility is to provide the Call-a-Bus vehicle and the Town is not responsible for students prior to entering the bus at the pick-up location or after departing the bus at the drop-off point. The Town further is not responsible or liable for items left in any Call-a-Bus.

9. **Indemnification.** Joe's Movement hereby acknowledges and agrees that it shall be responsible for and indemnify, defend and hold the Town harmless against any and all claims for loss, personal injury and/or damage that may be suffered as a result of Joe's Movement driving the Call-a-Bus as set forth herein and for any failure by Joe's Movement to perform the obligations of this Agreement, including but not limited to, attorneys' fees and any cost incurred by the Town in defending any such claim. Joe's Movement shall be responsible for and shall indemnify and hold the Town harmless against any claim for loss, howsoever arising or incurred, for damage that may occur to Joe Movement's property or property of third parties that is left or stored and/or maintained or used by Joe's Movement in driving the Call-a-Bus.

10. **Termination.** Either party has the right to terminate this Agreement for any reason upon 30 days prior written notice to the other.

11. **Breach.** The violation of any of the provisions of this Agreement constitutes a breach of contract. In such event, the non-breaching party may terminate this Agreement, in whole or in part, at any time and from time to time, by written notice to the other party specifying the cause. The non-breaching party may either: (a) provide an opportunity for the other party to cure the breach or end the violation and terminate the Agreement if the other party does not cure the breach or end the violation within such time and upon such terms and conditions as the non-breaching party deems advisable; or (b) immediately terminate this Agreement if the breach is material and cure is not possible.

12. **Notices.** Any required notices under this Agreement shall be in writing and personally delivered, mailed by United States postal service, delivered by a reputable overnight delivery service (such as FedEx or UPS), or emailed. Notice via email may be considered official notice only if the receiving party acknowledges receipt via return email or email read receipt. Notices shall be deemed given when received or, for notices by email, the notice shall be deemed given on the day the recipient acknowledges receipt of the notice via return email or email read receipt.

If to Joe's Movement:                   Attn: Brooke Kidd  
World Arts Focus, Inc./Joe's Movement Emporium  
3309 Bunker Hill Road, Mount Rainier, MD 20712  
Telephone: \_\_\_\_\_  
Email: Brooke@joesmovement.org

If to the Town:                           Jessica Cowles  
Town Administrator  
Town of Berwyn Heights  
5700 Berwyn-Road, Berwyn Heights, MD 20740  
Telephone:   (301) 474-5000  
Email: jcowles@berwynheightmd.gov

**NOTE:** All communications regarding Call-a-Bus scheduling and delays, cancellations, or changes in transportation services should be done as set forth in paragraph 2 of this Agreement.

**13. Miscellaneous.**

a. **Assignment.** This Agreement and any rights or obligations under this Agreement may not be assigned or subcontracted by Joe's Movement without the prior written consent of the Town and any attempted assignment or subcontracting without such prior written consent is void.

b. **Entire Agreement; Binding Effect; and Severability.** This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement is binding upon the parties, their heirs, personal representatives, successors, and assigns. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

c. **Amendments or Modifications to be in Writing.** This Agreement may only be amended or modified by a writing signed by both parties.

d. **Governing Law.** This Agreement shall be governed by, construed, and enforced under the laws of the State of Maryland.

[SIGNATURE PAGE FOLLOWS.]

**IN WITNESS WHEREOF**, the Town and Joe's Movement have signed this Call-a-Bus Transportation Agreement under seal.

**Town of Berwyn Heights, Berwyn Heights, MD**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_

Town Attorney

**WORLD ARTS FOCUS, INC.  
d.b.a. JOE'S MOVEMENT EMPORIUM**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_



**Peter Franchot**  
*Comptroller*

**Andrew M. Schaufele**  
*Director, Bureau of Revenue Estimates*

Berwyn Heights  
Town Office  
5700 Berwyn Road  
Berwyn Heights, MD 20740

Dear Michelle Rodriguez,

As you may know, the Office of the Comptroller is tasked with collecting the local income tax revenue and distributing it to local jurisdictions. In late 2015, our Office became aware that certain elements of Maryland's processing of tax returns – including software issues associated with old technology – resulted in the misallocation of tax returns, specifically within Montgomery County. The Comptroller's Office immediately took steps to address the situation, launching an internal review and bringing in an outside, independent auditor to look statewide at the issues that were identified in Montgomery County. The internal review and the work of the independent auditor are now complete.

While this effort showed a 99.9 percent rate of effectiveness, the relatively minimal rate of revenue misallocation statewide was not evenly distributed across the taxing jurisdictions. As a result, certain areas are affected to a greater degree than others. In total, \$159,253 was over-distributed to your jurisdiction for the tax years 2010 through 2014, cumulatively. We fully understand the challenges this presents to your jurisdiction, and, in order to mitigate the financial impact and allow for budget planning, you will not be required to begin repayment of this revenue until 2024, at which point a ten-year, interest-free repayment period will be initiated.

The Office of the Comptroller, which is also tasked with estimating Maryland's revenues, fully appreciates the challenges that this information represents to affected localities, especially when coupled with underperforming revenues and the recent local income tax changes following the Wynne decision. The resolution has been aimed at minimizing the financial burden on local governments and maximizing faith in both the accuracy of the local income tax distributions as well as the review process and remediation strategy.

To ensure that all concerned parties are satisfied with the thoroughness of our internal review, the Office of the Comptroller employed a third-party contractor, ASR Analytics, that is recognized as a national leader in the geo-location of tax returns. To guarantee that the accuracy rate of the revenue distributions remains consistent moving forward, the Office of the Comptroller will undergo biennial third-party audits. Furthermore, to maximize transparency, the

Comptroller's executive team will be available to review the process and remediation strategy with representatives of your local government.

This review has been an instructive process for us in the Comptroller's Office, providing an opportunity to redouble our commitment to improve the way we deliver results on behalf of Maryland's taxpayers.

As you know, Maryland is unique in the country in the way our Comptroller's Office collects local income taxes on behalf of every one of the State's counties, municipalities and special taxing districts. I truly appreciate the continued collaboration we share with you and all of our local government partners – including the Maryland Municipal League and the Maryland Association of Counties – whose effective partnership allows us to carry out this complex taxing structure to benefit our state's taxpayers.

If you would like to request additional information or to schedule a general educational session, please do not hesitate to contact Andrew M. Schaufele at 410-260-7450 or [aschaufele@comp.state.md.us](mailto:aschaufele@comp.state.md.us). Documentation which summarizes the audit process and findings is currently being compiled and will be made available once completed.

Sincerely,

A handwritten signature in black ink, appearing to read 'ASCHAUFELE', with a long horizontal flourish extending to the right.

Andrew Schaufele

Comptroller of Maryland

Director, Bureau of Revenue Estimates

## **Budget Calendar**

### **Fiscal Year 2018**

December 21	Town Administrator submits Budget Calendar to Town Council
December 2016 - January 16, 2017	Town Administrator meets with Senior Staff for budget discussions covering Departmental goals, objectives, and priorities; capital equipment, projects, and purchases; and identifying unmet needs and possible funding sources
January 9	Town Administrator distributes actual revenue-expenditure report for the fiscal year ending June 30, 2016 (Memo #1), and current expenditures through December 31, 2016 (Memo #2) to Senior Staff
January 22	Town Administrator distributes salary spreadsheet with projected salaries for FY 2018 (Memo #3) to Senior Staff
March 3	Town Administrator submits Town-wide FY 2018 budget to Town Council
March 6	Town Administrator presents Town-wide FY 2018 budget to Town Council at Work Session
March 20	Work Session, tentative Police and PRECA Presentations
April 3	Work Session, tentative Public Works and Code Presentations
April 13	Introduction and public hearing on FY 2018 Budget at April Town Meeting
April 17	Work Session
May 1	Work Session with final consideration of FY 2018 Budget
May 10	Final public hearing and adoption of FY 2018 Budget at May Town Meeting Introduction of amendments to FY 2017 Budget
May 15	Work Session
June 5	Work Session with final consideration of FY 2017 Budget Amendment
June 14	Public hearing and adoption of FY 2017 Budget Amendment at June Town Meeting

Options for the Council's Budget Discussion and Staff Departmental Presentation

1. Use scheduled Work Session dates
2. Hold a special Work Session in March – a Monday evening(s), or a Saturday



## Memorandum

**DATE:** December 12, 2016  
**TO:** Mayor and Town Council  
**FROM:** Jessica Cowles, Town Administrator  
**SUBJECT:** Revisions to Ordinance 120 and Related Documents

As a summary from previous Work Sessions:

- The Council decided to adopt the Prince George's County Housing Code, Division 1, Subdivisions 1 and 2. The County Housing Code adopts the International Property Maintenance Code with local modifications. The standards in the 2005 version of Ordinance 120 were based on the International Property Maintenance Code in effect at the time.
- References to the applicable Town Ordinances and County Building, Electrical, Mechanical, and Plumbing Codes have been incorporated into Section 7, Standards.
- Definitions were added for immediate family and rental property. Terminology for rental property, rental unit, rental dwelling, etc. has been clarified throughout.
- The number of calendar and business days have been specified appropriately.
- The State's lead paint certifications have been moved to Section 7, Standards and follow terminology from the State.
- The provision requiring a rental license for all rental properties, regardless of the duration of the lease period, means short-term rental properties would need to be licensed.
- Not requiring a rental license when the tenant(s) are an immediate family member of the property owner. This exception is the same as in College Park.
- The Housing Disclosure Form stated the limit of 5 unrelated tenants. This provision has been codified in the Ordinance in Section 7, C, 7.
- Three or more households within 500 feet of a rental property have the opportunity to petition the Council for a hearing on violations at the rental property (page 27). Alternate language is any resident is entitled to make a verbal or written complaint about any rental property to the Code Compliance Office for investigation and resolution.
- Many municipalities require a property owner to have an agent when the property owner resides out of state. Requiring an agent helps provide a local contact when there are violations that need to be resolved and gives tenants a person to contact when there are maintenance or other issues. The agent can be a property manager if the property manager resides within the State.
- Changes to the Rental License Application to add a description of the property and the number of tenants, as well as certify the property owner acknowledges the provisions in the Property Owner/Tenant Rights and Responsibilities Form, and has provided the Form to the tenant(s). Section 12 of Ordinance 120 listed landlord responsibilities and these have been folded into the Property Owner/Tenant Rights and Responsibilities Form.
- A rental property inspection covers all rooms within the property.

**Town of Berwyn Heights  
Application for a Rental Housing License**

**Code Compliance Office  
5700 Berwyn Road  
Berwyn Heights, Maryland 20740  
301-474-9331  
Code@BerwynHeightsMD.gov**

\_\_\_\_\_  
Owner(s) Name (not Property Manager)

\_\_\_\_\_  
Owner(s) Physical Address (if different from  
Rental Property address – No P.O. Boxes)

\_\_\_\_\_  
Owner(s) Phone Number:

\_\_\_\_\_  
Owner(s) E-mail

*If the property owner does not reside within the State of Maryland, an agent is required. The agent can be the property manager if the property manager resides within the State of Maryland.*

\_\_\_\_\_  
Agent/Property Management Company

\_\_\_\_\_  
Agent/Property Manager Phone Number

\_\_\_\_\_  
Agent Contact Name:

\_\_\_\_\_  
Agent/Property Manager Cell Number

\_\_\_\_\_  
Address City, State, ZIP

\_\_\_\_\_  
Agent/Property Manager E-mail

\_\_\_\_\_  
Description of Property

\_\_\_\_\_  
Number of Unrelated Tenants

All rental properties are subject to periodic inspection to determine compliance with the Town of Berwyn Heights' Ordinances. These inspections are a condition of the rental license pursuant to Ordinance 120. The applicant acknowledges and agrees that by conducting inspections of rental properties, the Town does not assume any responsibility to individual property owners or tenants to ensure or warrant the suitability or fitness of a rental property for habitation or its compliance with any particular housing standards or regulations, nor does the Town assume any liability for any failure of the rental property to meet such standards or regulations. The Town will provide at least ten (10) business days' notice prior to any scheduled interior inspection, unless the inspection is necessary to prevent or resolve an emergency. Failure to allow entry for such inspections or to prohibit any tenant to allow entry for such inspections shall constitute sufficient reason for the denial or revocation of a rental license.

All property owners are responsible for compliance with all applicable Town Ordinances and any expenses the Town may incur as a result of violations of any Town ordinance. Any unpaid fines or fees the property owner incurs, or fines or fees associated with the property owner's failure to assume responsibility for any ordinance violations, will be collected in the same manner as delinquent Town taxes.

I acknowledge the provisions in the Landlord/Tenant Rights and Responsibilities Form, and I have made this Form available to the tenants.

\_\_\_\_\_  
Property Owner/Agent/Property Manager Signature:

\_\_\_\_\_  
Date:

Please sign and send payment of \$300 application fee by Check or Money Order to the Code Compliance Office  
*Credit card payments are accepted when payment is made in person at the Code Compliance Office Monday-Friday 8:30 a.m.-5:00 p.m. Credit card payments are subject to applicable service fees posted at the time of payment.*

# ORDINANCE 120 – RENTAL HOUSING

~~Strikethrough~~ indicates deleted text  
CAPITAL LETTERS indicate added text

## Section 1. Purpose and Authority

- A. Purpose – It is the intent of the Town Council of Berwyn Heights to maintain the single family residential integrity of the Town by monitoring Rental Units to ensure compliance with ~~the R-55 PRINCE GEORGE'S County Zoning requirements as defined in Article 27 of the Prince George's County Code~~ and to ensure compliance with all safety, health and housing requirements of the Town of Berwyn Heights, Prince George's County and the State of Maryland. This Ordinance shall be applied equally and justly to ensure the public health, safety and welfare of citizens of Berwyn Heights.
- B. Authority – The authority is provided for in Sections 311 and 401 of the Berwyn Heights Town Charter.

## Section 2. Definitions

In this Ordinance, the following words have the meanings indicated. Where terms are not defined, they shall have their ordinarily accepted meanings such as the context may imply. Words used in the present tense include the future; words used in the masculine gender include feminine and neuter, the singular includes the plural and the plural the singular.

- A. Agent – ~~Any person/company authorized to act for the owner.~~ A MARYLAND RESIDENT THE PROPERTY OWNER HAS APPOINTED TO CARE FOR THE RENTAL PROPERTY AND TO RESPOND TO ANY VIOLATIONS CONCERNING THE RENTAL PROPERTY.
- B. ACCESSORY STRUCTURE - A BUILDING OR STRUCTURE, RETAINING WALL, WALL OR FENCE THAT IS INCIDENTAL TO THE MAIN BUILDING LOCATED ON THE PROPERTY.
- C. Basement – Any portion of the building located wholly or partially underground having any portion or all of its clear floor-to-ceiling height below the average grade of the adjoining ground.
- D. Bathroom – A room separate from habitable rooms, which affords privacy to a person in said room, with a toilet with cold running water, a bathtub or shower with hot and cold running water, and a lavatory or basin with hot and cold running water.
- E. Building Code – The ~~basic~~ PRINCE GEORGE'S COUNTY building code, ~~latest edition, and current cumulative supplement officially adopted by Prince George's County~~ for the regulation of construction, alteration, addition, installation, repair, removal, demolition, use, location, occupancy and maintenance of premises, buildings and structures AS MAY BE AMENDED FROM TIME TO TIME.

- F. Central Heating – The heating system permanently installed and adjusted so as to provide the distribution of heat to all habitable rooms, bathrooms, AND KITCHENS ~~and water closet compartments~~ from a source outside of these rooms.
- G. Code Enforcement COMPLIANCE Official – A person or persons appointed or designated by the Town ADMINISTRATOR ~~Council~~ to enforce the Rental Housing Ordinance or a portion thereof. THE CODE COMPLIANCE OFFICIAL SHALL BE THE SAME AS THE CODE ENFORCEMENT OFFICER AS NAMED IN THE TOWN CHARTER AND ORDINANCES.
- H. Condemn – To declare a structure or part thereof, premises or equipment, unsafe, UNINHABITABLE, or unfit for use or occupation.
- I. ~~Crashing—A custom, practice or pattern of permitting an individual, individuals or persons to sleep in areas of the dwelling, dwelling unit or rooming unit not designated and approved by the Code Enforcement Official as areas for sleeping purposes; areas not considered for sleeping purposes such as dining room, family room, hallways, or living room; or permitting the number of persons to sleep in an approved, designated sleeping areas that exceed the standards set forth in Section VI. A of this Ordinance.~~
- J. Designee – A person or persons appointed or designated by the Town ADMINISTRATOR ~~Council~~ to enforce the Rental Housing Ordinance or a portion thereof.
- K. Domestic Partner – A RELATIONSHIP BETWEEN TWO INDIVIDUALS WHO ARE NOT MARRIED, ARE NOT IN A CIVIL UNION OR DOMESTIC PARTNERSHIP WITH ANOTHER INDIVIDUAL, AND WHO SHARE A PRIMARY PLACE OF RESIDENCE AND ARE FINANCIALLY INTERDEPENDENT. ~~An individual living with another as the functional equivalent of a spouse where the partners may share living expenses, chores, eat meals together in a close relationship with social, economic and psychological commitments to each other. Domestic partners may be required to show proof of domestic partner relationship.~~
- L. ~~Dormitory—A building or space in a building in which group sleeping accommodations are provided for more than five (5) persons who are not members of the same family in one room or a series of closely associated rooms under joint occupancy and single management, with or without meals, without individual cooking facilities, but including access to and use of a bathroom.~~
- M. ~~Dwelling—Any building that is wholly or partly used or intended to be used for living, sleeping, cooking or eating by human inhabitants., provided that temporary housing, as hereinafter defined, shall not be regarded as a “dwelling.”~~
- N. ~~Dwelling Unit—Any room or group of rooms located within a dwelling and forming a single habitable unit with facilities, including a bathroom and a kitchen, which are used or intended to be used for living, sleeping, cooking or eating.~~
- O. Electrical Code – The basic PRINCE GEORGE’S COUNTY electrical code, ~~latest edition, and current cumulative supplement officially adopted by Prince George’s County~~ for the regulation of construction, alteration, addition, installation, repair, removal, demolition, use, location, occupancy and maintenance of electrical wiring of premises, buildings, structures and electrically operated or controlled appliances, devices, lights and heating, air conditioning and ventilation systems, AS MAY BE AMENDED FROM TIME TO TIME.
- P. Emergency –An unforeseen occurrence or condition, or a rapid deterioration of circumstances, necessitating immediate action to avert imminent danger to HEALTH, SAFETY, WELFARE,

~~life, liberty~~ or property.

- Q. Exterior Property Areas – All areas external to a RENTAL PROPERTY ~~dwelling or a lot.~~
- R. Extermination – The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating or trapping; or by any other recognized and legal pest elimination methods as allowed by law ~~and approved by the Code Enforcement Official.~~
- S. Family – The spouse, child, parent, grandparent, grandchild, sibling, son in-law, daughter in-law, parent in-law, niece or nephew of the owner; a minor under the age 18; or the domestic partner or legal dependent of the PROPERTY owner or a family member as defined by this Ordinance. Needed?
- T. Garbage – Human or animal feces; or the animal, mineral or vegetable waste resulting from the handling, preparing, cooking and serving of foods.
- U. ~~Gross Floor Area – The total area of all habitable rooms in a building or structure.~~
- V. Habitable Room or Space – A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, ~~water closet compartments,~~ laundries, pantries, foyers or communicating corridors, closets and storage spaces, workshops and other rooms used only occasionally. Two sleeping rooms connected by a doorway cannot be used as a communicating corridor. An area or room considered to be a dining room, living room or family room shall not be considered a habitable room for sleeping purposes. The Code ~~Enforcement~~ COMPLIANCE Official shall determine if a room can be designated as a room for sleeping purposes. ~~“Crashing” is prohibited under this Ordinance.~~
- W. HOUSING CODE – THE PRINCE GEORGE’S COUNTY HOUSING CODE AS MAY BE AMENDED FROM TIME TO TIME.
- X. Household Items – Items intended for use within a RENTAL PROPERTY ~~dwelling~~ but not limited to clothing, storage boxes containing household goods, appliances, ELECTRONICS ~~television sets,~~ and entertainment items or devices intended for indoor use and household cleaning materials.
- Y. ~~Housing Code – See Rental Housing Code definition.~~
- Z. IMMEDIATE FAMILY MEMBER – THE PROPERTY OWNER’S PARENTS, CHILD OR CHILDREN, SPOUSE, STEP-CHILD AND CHILDREN, FOSTER CHILD AND CHILDREN, STEP-PARENTS, AND FOSTER PARENTS.
- AA. Infestation – The presence, within or around a RENTAL PROPERTY ~~dwelling,~~ of insects, rodents, vermin or other pests.
- BB. Kitchen – A room separate from habitable rooms with a refrigerator for the temporary preservation of perishable foods, a cooking and baking facility for the purpose preparing foods, and a sink with hot and cold running water.
- CC. Maintenance – Acts of repair and other acts to prevent a decline in the condition of grounds, structures, other appurtenances and equipment such that the condition does not fall below the standards established by this Ordinance and other applicable statutes, codes and ordinances.



DD. Meaning of certain words – Whenever the words RENTAL PROPERTY, ~~dwelling, dwelling unit, rooming unit, sleeping room,~~ premises or property are used in this Ordinance, they are construed as though they were followed by the words “or any part thereof.” Whenever the words Code Enforcement COMPLIANCE Official are used in this Ordinance, they are construed as though they were followed by the words “or designee(s) of the Town Council ADMINISTRATOR.

EE. MECHANICAL CODE – THE PRINCE GEORGE’S COUNTY MECHANICAL CODE AS MAY BE AMENDED FROM TIME TO TIME.

FF. ~~Multiple dwelling – Any dwelling containing two or more dwelling units.~~

GG. ~~Nuisance Behavior – Nuisance behavior is behavior of any individual or person or persons who are part of a party or other social gathering conducted in the Town of Berwyn Heights, which, by reason of the conduct of the person or persons, results in any one or more of the following conditions or occurrences: public drinking or drunkenness; public urination or defecation; unlawful sale, furnishing, or consumption of alcoholic beverages; unlawful use of controlled substances; unlawful deposit of trash or litter on public or private property; destruction of public or private property; generation of pedestrian or vehicular traffic, which obstructs the free flow of vehicular traffic or interferes with the ability to provide emergency services; excessive, unnecessary or unusual loud noise, which disturbs the repose of the neighborhood; public disturbances, brawls, fights, quarrels or any other activity resulting in conditions that annoy, injure or endanger the safety, health, comfort or repose of the neighboring residents; or results in any obscene conduct, or results in any indecent or inappropriate exhibition or exposure. See RR~~

HH. Occupant – Any person, over one (1) year of age, including the PROPERTY owner, AGENT operator and domestic service employees, living, sleeping, cooking or eating in, or having actual possession of, space within a RENTAL PROPERTY ~~dwelling, dwelling unit, rooming unit, rental unit, sleeping room, premises,~~ or any part thereof.

II. Ordinance – For the purposes of this Ordinance, the term “Ordinance” means ORDINANCE 120, The Rental Housing Ordinance AND ALL RULES AND REGULATIONS CONTAINED HEREIN OR PROMULGATED PURSUANT TO AUTHORITY HEREUNDER. ~~All rules and regulations contained herein or promulgated pursuant to authority hereunder as defined in Subsection QQ of this Section.~~

JJ. Person – Any individual, natural person, legal entity, joint stock company, partnership, voluntary association, society, club, firm, company, corporation, business trust, organization, PROPERTY owner, PROPERTY occupant, or any other group acting as a unit, principal or agent, or the manager, lessor, lessee, agent, servant, partner, member, administrator, trustee, receiver, or other representative appointed according to law.

KK. Plumbing – The practice, materials and fixtures used in the installation, maintenance, extension and alteration of any piping, fixtures, appliances and appurtenances within the scope of the PRINCE GEORGE’S COUNTY plumbing code, including but not limited to, all of the following supplied facilities and equipment: gas pipes, gas-burning equipment, water pipes, water heating facilities, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents and any other similar supplies or fixtures, together with all connections to water, sewer and gas lines.

LL. Plumbing Code – The ~~basic~~ PRINCE GEORGE’S COUNTY plumbing code, ~~latest edition,~~



~~and current cumulative supplement officially adopted by Prince George's County~~ for the regulation of the practice, materials and fixtures used in the installation, maintenance, extension and alteration of any piping, fixtures, appliances and appurtenances within the scope of the plumbing code including but not limited to all of the following supplied facilities and equipment: gas pipes, gas-burning equipment, water pipes, water heating facilities, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents and any other similar supplies or fixtures, together with all connections to water, sewer and gas lines, AS MAY BE AMENDED FROM TIME TO TIME.

- MM. Plumbing Fixture – A receptacle or device which is either permanently or temporarily connected to water distribution system of the premises and demands a water supply therefrom; or discharges used water, liquid borne waste materials or sewage either directly or indirectly to the drainage system of the premises, or which requires both a water supply connection and a discharge to the drainage system of the premises.
- NN. Premises – A lot, plot or parcel of land including the building or structures thereon.
- OO. ~~PROPERTY Operator~~-MANAGER – Any person who has charge, care or control of a RENTAL PROPERTY THROUGH AUTHORIZATION FROM THE PROPERTY OWNER ~~building or dwelling or part thereof in which a dwelling, dwelling unit, rooming unit, or sleeping room is let.~~
- PP. PROPERTY Owner – Any person who has complete dominion over a particular property and who is the one in whom legal or equitable title rests; when applied to a building or land, PROPERTY owner means any part owner, joint owner, owner of a community or partnership interest, life tenant, tenant in common, tenant by the entireties, or joint tenant, of the whole or part of such building or land.
- QQ. PROPERTY Owner Occupant – ~~An~~ PROPERTY owner occupant is any owner of a residential unit that has established legal residence at that residence unit and uses that residential unit as their principal place of abode.
- RR. Public Nuisance – Situation, condition or action whereby a rental unit tenant or PROPERTY owner creates an environment that is unsafe or threatens the health, SAFETY, OR ~~and~~ welfare of the surrounding area or disturbs the public peace.
- SS. Renovation – A building and its facilities made to conform to CURRENT ~~present day~~ minimum standards of sanitation, fire and life safety, and building, electrical, plumbing, and ~~heating, air conditioning and ventilation~~ MECHANICAL codes.
- TT. ~~Rental Housing Code or Rental Housing Ordinance~~ – All rules and regulations contained ~~herein or promulgated pursuant to authority hereunder.~~
- UU. RENTAL PROPERTY – A PROPERTY FROM WHICH THE PROPERTY OWNER RECEIVES PAYMENT FROM A TENANT OR TENANTS.
- VV. Rental Unit – Any rented or leased room, or group of rooms forming a single habitable space or unit, ~~dwelling, dwelling unit, rooming unit, or sleeping room~~ that is required to have a rental license under ~~Section IV Rental Property Licensing and Renewal~~ of this Ordinance.
- WW. Rooming House – ~~Any dwelling, or part of any dwelling, containing one or more rooming units, in which space is let by the owner or operator to one or more persons intended~~

~~to be used for living and sleeping purposes including access to and use of a bathroom.~~

XX. ~~Rooming Unit—Any room or group of rooms forming a single habitable unit that is used or intended to be used for living and sleeping purposes, but not for cooking or eating purposes, including access to and use of a bathroom and access to and use of a kitchen sink.~~

YY. ~~Rubbish – All combustible and noncombustible waste materials, except garbage; and the term shall include but not limited to rags, paper, cartons, boxes, packing material, rubber, appliances or furniture, motor vehicle parts, building and construction waste, yard and lawn clippings, dead trees and branches, the residue from burning of wood, coal, coke and other combustible materials and all other waste materials which: (1) create or tend to create a danger to the public health, safety, welfare or property, to the extent and in the manner that lot, tract, or parcel of land is, or may become, infested or inhabited by rodents, vermin or wild animals; or (2) may reasonably cause disease; or (3) adversely affects and impairs the economic welfare or status of adjacent property or the neighborhood; or (4) may reasonably constitute a present or potential fire hazard. ALL NON-PUTRESCIBLE COMBUSTIBLE OR NON-COMBUSTIBLE SOLID WASTE NORMALLY GENERATED FROM RUNNING A HOUSEHOLD.~~

ZZ. ~~Structure – A COMBINATION OF ANY MATERIALS, WHETHER FIXED OR PORTABLE, FORMING A CONSTRUCTION, INCLUDING BUILDINGS. A principal building used as the residence and any and all ancillary buildings or structures on the premises regardless of purpose or use of the structure.~~

AAA. ~~Sleeping Room—A room or enclosed floor space with adequate light, heat and ventilation intended for sleeping, excluding bathroom, water closet compartments, laundries, pantries, foyers, or communicating corridors, living rooms, workshops or porches, enclosed or otherwise, but including access to and use of a bathroom and access to and use of a kitchen sink.~~

BBB. ~~Supplied – Means paid for, furnished, or provided by or under the control of, the PROPERTY owner or AGENT operator.~~

CCC. ~~Temporary Housing – Any tent, trailer, or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure, or to any utilities system on the same premises for more than thirty (30) consecutive days.~~

DDD. ~~Tenant – An occupant other than an PROPERTY owner and the PROPERTY owner's family.~~

EEE. ~~Town Administrator – The person appointed by the Town Council to monitor the enforcement of all ordinances and regulations of the Town.~~

FFF. ~~Ventilation – The process of supplying and removing air by natural or mechanical means to or from any space.~~

- ~~1. Mechanical – Ventilation by power driven devices.~~
- ~~2. Natural – Ventilation by opening to outer air through windows, skylights, doors, louvers or stacks without wind driven devices.~~

GGG. ~~Workmanlike—Whenever the words "workmanlike state of maintenance and repair" are used in this Ordinance, they shall mean that such maintenance and repair shall be made in a reasonable, skillful manner and in accordance with industry standards so as to secure the results intended by this Ordinance.~~

HHH. Yard – An open space surrounding a structure.

Section 3. Scope

Every portion of a RENTAL PROPERTY ~~building, dwelling, premise or structure~~ used or intended to be used for residential rental purposes, ~~as defined in Section II~~ shall comply with the provisions of this Rental Housing Ordinance as set forth herein, ~~irrespective~~ REGARDLESS of when such building shall have been constructed, altered, renovated or repaired.

Section 4. Rental Property Licensing and Renewal

- A. RENTAL LICENSE REQUIRED – AN ANNUAL RENTAL LICENSE IS REQUIRED FOR ALL RENTAL UNITS REGARDLESS OF THE DURATION OF WHICH THE PROPERTY IS RENTED DURING A TWELVE-MONTH (12) PERIOD OF TIME. THE PROPERTY OWNER OF EVERY RENTAL UNIT IS REQUIRED TO OBTAIN AND MAINTAIN A RENTAL LICENSE.
- B. NO RENTAL LICENSE IS REQUIRED WHEN:
1. THE RENTAL UNIT TENANT OR TENANTS ARE AN IMMEDIATE FAMILY MEMBER(S) OF THE PROPERTY OWNER; OR
  2. ~~THE PROPERTY OWNER OCCUPANT RENTS ONE OR FEWER DWELLING UNITS IN THE RENTAL PROPERTY TO NON IMMEDIATE FAMILY MEMBERS.~~
- C. ~~It shall be unlawful for any person to rent or lease, whether expressed or implied, or cause to be rented or leased, whether expressed or implied, any of the following three classes of rental units within the Town of Berwyn Heights without first obtaining a license to do so as herein after provided.~~
1. ~~Any owner occupied dwelling, dwelling unit, rooming unit, premises or any part thereof with two (2) or more rented or leased sleeping rooms intended to be used by tenants for living, sleeping, cooking or eating.~~
  2. ~~Any non owner occupied dwelling, dwelling unit, rooming unit, premises or any part thereof intended to be used by tenants for living, sleeping, cooking or eating.~~
  3. ~~Any non owner occupied dwelling, dwelling unit, rooming unit, premises or any part thereof that is occupied by the owner's family plus one (1) or more rented or leased sleeping rooms intended to be used by a tenant or tenants for living, sleeping, cooking or eating.~~
- D. ~~Exception and Registration – Any non owner occupied dwelling, dwelling unit, rooming unit, premises or any part thereof that is occupied exclusively by the owner's family is not required to be licensed under this Ordinance so long as it is registered with the Town.~~
- E. License Application – The ~~legal~~ PROPERTY owner OR AGENT ~~of record or an authorized agent~~ shall SUBMIT TO THE TOWN A COMPLETED RENTAL LICENSE APPLICATION NOT LATER THAN TWENTY (20) BUSINESS DAYS PRIOR TO THE EFFECTIVE DATE OF ANY LEASE. THE PROPERTY OWNER OR AGENT SHALL SUBMIT WITH THE APPLICATION THE APPROPRIATE FEE FOR THE RENTAL LICENSE AS SET BY RESOLUTION OF THE TOWN COUNCIL. ~~make written application to the Town for a rental license upon such form or forms as the Town shall from time to time designate. For any~~

property, or part thereof, proposed to be used as rental property, such application shall be made at least thirty (30) days prior to the effective date of any lease, whether expressed or implied. Said Rental License Application form shall include the owner's address of principal place of abode and home and work telephone numbers for service of any notices required under this Ordinance. Said Rental License Application form shall be accompanied with a floor plan of the interior of the entire premises showing the measurements and use of each room or space including basements, bathrooms, closets, foyers and communicating corridors, laundries, pantries, storage spaces, water closet compartments, workshops and other rooms only used occasionally. Areas to be used for sleeping purposes must be clearly marked on the floor plan. Such Rental License Application form shall be submitted together with a non-refundable rental license fee to the Code Enforcement Official. The amount of such fee is to be established by resolution of the Town Council.

- F. ~~Housing Disclosure Form~~ — The legal owner of record or an authorized agent shall file with the Town a ~~Housing Disclosure Form~~ as provided by the Town. The form shall provide the name and phone number of each tenant and the year, make, model and license plate number for each of tenant's vehicle(s). This form shall establish that the legal owner of record or an authorized agent understands and consents to the conditions of this Ordinance, including but not limited to the inspection of rental units and exterior property and the enforcement authority. This form shall be signed by the legal owner of record or an authorized agent and filed upon request of the Code Enforcement Official or at the time of license application, renewal application and within 30 days of any change in the lease, the tenants, or the tenants' vehicle(s). Failure to file this form, provide all required information, or maintain current information with the Town shall constitute a violation of this Ordinance.
- G. ~~Tenant's Rights and Responsibilities Disclosure Form~~ — The legal owner of record or authorized agent shall file with the Town a ~~Tenant's Rights and Responsibility Disclosure Form~~, as provided by the Town, for each tenant. The form shall set forth the tenant's basic rights and responsibilities under the Ordinance. A separate form shall be signed and dated by each tenant and filed with the Town upon request of the Code Enforcement Official or at the time of license application, renewal application, and no later than 30 days after each change in tenant. Failure to file this form shall constitute a violation of this Ordinance.
- H. ~~Issuance of Rental License~~ — Prior to the issuance or renewal of a rental license, the legal PROPERTY owner OR AGENT of record or an authorized agent must satisfy the requirements of this ORDINANCE section, including filing with the Town a Rental Application form, the ~~Housing Disclosure Form~~, and the ~~Tenant's Rights and Responsibilities Disclosure Form~~. Failure to provide address of owner's principal place of abode and home and work telephone numbers; or provide a floor plan of the interior of the premise acceptable to the Code Enforcement Official; or provide the ~~Housing Disclosure Form~~ with each tenant's name and the year, make, model and license plate number of each of tenant (s) vehicle; or provide a ~~Tenant's Rights and Responsibilities Disclosure Form~~ for each tenant shall constitute a violation of this Ordinance. FAILURE TO SATISFY THE REQUIREMENTS OF THIS ORDINANCE SHALL BE sufficient reason for denial or revocation of the rental license.

~~The Code Enforcement COMPLIANCE Official shall indicate on the Rental License Application and the Rental License the maximum number of tenants permitted. It shall be a violation of this Ordinance to rent or lease to more persons than permitted on the Rental License.~~

- I. ~~Inspections~~ — All rental properties shall be subject to periodic AT LEAST ANNUAL inspection to determine conformance with this Rental Housing Ordinance and shall be inspected at least once each year prior to the issuance or renewal of a rental license. THE PROPERTY OWNER OR AGENT SHALL HAVE TEN (10) BUSINESS DAYS TO CORRECT ITEMS



NOTED AS FAILING ON THE CODE COMPLIANCE OFFICIALS' INSPECTION REPORT. Failure to CORRECT ITEMS WITHIN THE ALLOWED TIME, FAILURE TO allow entry for such inspection, or to require any tenant to not allow entry for such inspection shall constitute sufficient reasons for the denial or revocation of the rental license. ~~Inspection requirements will be detailed on a consent form signed at the time of license application.~~

- J. Revocation or Denial of License – THE TOWN ADMINISTRATOR MAY REVOKE OR DENY A license ~~may be revoked or denied by the Mayor and Council or its designee(s)~~ if the PROPERTY owner OR AGENT, after ten (10) BUSINESS days' notice from the Town, fails to eliminate or to initiate good faith efforts to eliminate violations of the Rental Housing Ordinance. ~~Any premises or occupant thereof deemed by the Mayor and Council or its designee(s) to be a~~ REPEATED public nuisance VIOLATIONS shall be cause for denial or revocation of the rental license. Revocation or denial of a license shall be in addition to, and not in substitution for, such other penalties as may be provided for violations elsewhere in this Ordinance.
- K. License Renewal – A RENTAL License shall run from the first (1st) day of the month of issue. RENTAL Licenses issued hereunder shall expire one (1) year from the date of issuance and shall be renewable annually at the fees set by RESOLUTION OF the Town Council. AN Application for A RENTAL LICENSE renewals shall be made at least ~~thirty (30)~~ TWENTY (20) BUSINESS days prior to the expiration date. ~~Any license renewal fee, not paid on time, shall be subject to a fifty percent (50%) penalty per month, or any portion thereof, beyond the due date.~~
- L. Display of Licenses – A RENTAL Licenses ~~issued under this Ordinance~~ shall be produced ~~on~~ AT the ~~demand~~ REQUEST of a tenant or prospective tenant and shall be available at reasonable times for examination by the Code ~~Enforcement~~ COMPLIANCE Official of the Town.
- M. Change of Address – The PROPERTY owner OR AGENT shall promptly notify the Town of any change of address, ~~of principal place of abode and home and work~~ telephone numbers, AND EMAIL ADDRESS. Failure to provide or file this information shall constitute a violation of this Ordinance.
- N. Transfer of Rental License – A rental license is not transferable. IN THE EVENT OF PROPERTY SALE, the new PROPERTY owner OR AGENT, ~~within 30 days after the closing, must complete a Rental License Application, file a Housing Disclosure Form and a Tenant's Rights and Responsibility Disclosure Form, and pay the Rental License fee in effect at the time of transfer of ownership.~~ Failure to SHALL apply for a NEW Rental License WITHIN FIVE (5) BUSINESS DAYS OF CLOSING ON THE PROPERTY. FAILURE TO OBTAIN A RENTAL LICENSE shall constitute a violation of this Ordinance.
- O. The PROPERTY owner shall at all times, regardless of the terms and conditions of any contractual arrangement between the PROPERTY owner OR AGENT and the tenant or occupant, whether expressed or implied, be totally responsible for compliance with the provisions of this ~~Rental Housing~~ Ordinance, other applicable ordinances, applicable Prince George's County codes or ordinances or statutes of the State of Maryland.

#### Section 5. Authority to Inspect Rental Units

- A. RENTAL PROPERTY INSPECTIONS ARE CONDUCTED AT LEAST ANNUALLY TO ENSURE COMPLIANCE WITH THIS ORDINANCE. ~~Generally—~~ The Code COMPLIANCE ~~Enforcement~~ Official is hereby authorized to enforce the provisions of this Ordinance ~~and is directed to make inspections to determine the condition of rental units and premises located within the Town of Berwyn Heights, Maryland, in order that the Code Enforcement Official may perform the duty of~~ TO safe-guarding PROTECT the health, safety and welfare

of the occupants of a rental unit, premises or part thereof and the general public. ~~For the purpose of making such inspections, The Code Enforcement COMPLIANCE Official is hereby authorized, upon presentation of proper credentials, to enter, examine and survey at all reasonable times all premises, or any part thereof. The PROPERTY owner OR AGENT or occupant of every rental unit, or the person in charge thereof, shall give the Code Enforcement COMPLIANCE Official free access to THE rental unit PROPERTY and its premises at all reasonable times for the purpose of such inspections, examination and survey. Every occupant of any such rental unit shall give the owner thereof, his agent or employee, access to any part of rental unit or its premises, at all reasonable times, for the purpose of making repairs or alterations as are necessary to effect compliance with the provisions of this Ordinance or with any lawful rule or regulation adopted or any lawful order issued pursuant to the provisions of this Ordinance.~~

- B. Entry – If any PROPERTY owner, TENANT, OR occupant or other person in charge of a RENTAL PROPERTY, prevents, refuses, impedes, inhibits, interferes with, restricts or obstructs entry and free access to any part of the structure or premises where inspection authorized by this Ordinance, ~~structure~~ subject to the provisions of this Rental Housing Ordinance, THE RENTAL LICENSE MAY BE REVOKED AND ANY APPLICABLE FINES SET BY RESOLUTION OF THE COUNCIL MAY BE ASSESSED ~~prevents, refuses, impedes, inhibits, interferes with, restricts or obstructs entry and free access to any part of the structure or premises where inspection authorized by this Ordinance is sought, the Code Enforcement Official may seek in a court of competent jurisdiction an order that the owner, occupant or other person in charge cease and desist with such interference.~~
- C. The Code ~~Enforcement~~ COMPLIANCE Official is hereby authorized to enter upon the property of all rental units ~~within the Town of Berwyn Heights~~ to examine, inspect and survey the exterior of all structures and the grounds in order to enforce the provisions of this Ordinance, other applicable TOWN ordinances, RULES, OR REGULATIONS, applicable STATE OF MARYLAND AND Prince George's County ~~ordinances~~ CODES, ~~or NFPA FIRE CODE codes, and/or State of Maryland statutes~~ to perform the duty of ~~safe-guarding~~ PROTECTING the health, safety, and welfare of the occupants of a rental PROPERTY ~~dwelling, dwelling unit, rooming unit, rental unit, premise~~ or any part thereof and the general public.

#### Section 6. ADOPTION OF SELECTED PRINCE GEORGE'S COUNTY CODES

- A. ADOPTION OF PRINCE GEORGE'S COUNTY HOUSING CODE, NFPA FIRE CODE, AND PRINCE GEORGE'S COUNTY FIRE SAFETY LAW.
1. THE CURRENT PRINCE GEORGE'S COUNTY HOUSING CODE, DIVISION 1 AND SUBDIVISIONS 1 AND 2, AS MAY BE AMENDED FROM TIME TO TIME IS HEREBY INCORPORATED BY REFERENCE IN THIS ORDINANCE TO THE EXTENT IT IS NOT INCONSISTENT HERewith. WHEN A CONFLICT EXISTS BETWEEN THE COUNTY HOUSING CODE AND A TOWN ORDINANCE, THE TOWN ORDINANCE SHALL PREVAIL. REFERENCES IN THE PRINCE GEORGE'S COUNTY HOUSING CODE TO AUTHORIZED COUNTY REPRESENTATIVES SHALL BE INTERPRETED TO INCLUDE THE APPLICABLE TOWN OFFICIALS.
  2. THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) FIRE CODE AND THE FIRE SAFETY LAW OF PRINCE GEORGE'S COUNTY, MARYLAND, AS MAY BE AMENDED FROM TIME TO TIME, IS HEREBY INCORPORATED BY REFERENCE IN THIS ORDINANCE TO THE EXTENT IT IS NOT INCONSISTENT HERewith. THIS SECTION ALSO ADOPTS BY REFERENCE CHAPTER 24 OF THE NFPA 101 LIFE SAFETY CODE, AS MAY BE AMENDED FROM TIME TO TIME.



REFERENCES IN THE NFPA LIFE SAFETY CODE TO THE FIRE CHIEF OR AUTHORIZED REPRESENTATIVES SHALL BE INTERPRETED TO INCLUDE THE APPLICABLE TOWN OFFICIALS.

Section 7. Occupancy Requirements STANDARDS

~~No person shall rent or lease to another for occupancy any rental unit, which does not comply with the following requirements:~~

ALL RENTAL PROPERTIES SHALL COMPLY WITH THE FOLLOWING STANDARDS:

A. COMPLIANCE WITH TOWN ORDINANCES:

1. ORDINANCE 101 – ANIMALS
2. ORDINANCE 107 – CLEAN LOT
3. ORDINANCE 114 – PEACE, ORDER, AND NUISANCE
4. ORDINANCE 117 – REFUSE COLLECTION
5. ORDINANCE 118 – ROADS AND PUBLIC RIGHTS-OF-WAY
6. ORDINANCE 119 – TRAFFIC AND PARKING
7. ORDINANCE 153 – NOISE

B. COMPLIANCE WITH PRINCE GEORGE'S COUNTY CODES:

1. BUILDING CODE
2. ELECTRICAL CODE
3. MECHANICAL CODE
4. PLUMBING CODE

C. ALL RENTAL PROPERTIES CONSTRUCTED PRIOR TO 1978 SHALL OBTAIN THE APPROPRIATE LEAD PAINT CERTIFICATE FOR RENTAL HOUSING FROM THE STATE OF MARYLAND, AND SUBMIT SUCH DOCUMENTATION WITH THE TOWN RENTAL APPLICATION. THE TOWN WILL NOT ISSUE A RENTAL LICENSE FOR A PROPERTY CONSTRUCTED PRIOR TO 1978 WITHOUT THE PROPERTY OWNER OR AGENT PROVIDING DOCUMENTATION OF THE APPROPRIATE LEAD PAINT CERTIFICATE FROM THE STATE.

D. WHEN THE PROPERTY OWNER DOES NOT RESIDE WITHIN THE STATE OF MARYLAND, A DESIGNATED AGENT RESIDING WITHIN THE STATE OF MARYLAND IS REQUIRED. AN AGENT MAY BE THE PROPERTY OWNER'S PROPERTY MANAGER, PROVIDED THE PROPERTY MANAGER RESIDES WITHIN THE STATE OF MARYLAND.

E. Living Space

~~1. Minimum Ceiling Heights – Habitable rooms shall have a clear ceiling height of not less than seven and one third (7 1/3) feet, except that in attics or top half stories the ceiling height shall not be less than seven (7) feet for not less than one third (1/3) of the area when used for sleeping, study or similar activity. In calculating floor area of such rooms, only those portions of the floor area of the rooms having a clear ceiling height of five (5) feet or more may be included.~~

~~2. Required Space in A Rental Unit – Every rental unit shall contain a minimum gross floor~~

area of not less than one hundred fifty (150) square feet for the first occupant, and one hundred (100) square feet for each additional occupant. The floor area shall be calculated on the basis of the total area of all habitable rooms.

- ~~3. Every room occupied for sleeping purposes by one (1) occupant shall have a minimum gross floor area of at least seventy (70) square feet. Every room occupied for sleeping purposes by more than one (1) occupant shall contain at least fifty (50) square feet of floor area for each occupant thereof.~~
- ~~4. Each rental unit shall provide clothes closet space measuring at least six (6) square feet, with a height of at least five (5) feet, for each room used for sleeping. In addition, one other clothes closet of like size shall be provided elsewhere in the dwelling.~~
- ~~5. Occupancy of a dwelling, dwelling unit, rooming unit or sleeping room below grade—No dwelling unit or rooming unit or sleeping room partially below grade shall be used for living purposes unless:
  - ~~a. Floors and walls are watertight; and~~
  - ~~b. Total window area, total operable area, and ceiling height are in accordance with this Ordinance.~~~~
6. No separate structure, i.e., FOR EXAMPLE, A garage, shed or other outbuilding shall be used for occupancy as a RENTAL UNIT dwelling, dwelling unit or rooming unit UNLESS SUCH UNIT IS IN COMPLIANCE WITH THE PRINCE GEORGE'S COUNTY ZONING CODE.
7. NO MORE THAN FIVE (5) UNRELATED TENANTS MAY OCCUPY A RENTAL PROPERTY.

F. Maintenance of Exterior Property Area

- ~~8. All exterior property areas shall be maintained in a clean, safe and sanitary condition free from any accumulation of litter, refuse, rubbish, (or) garbage, or animal or human feces or waste.~~
- ~~9. All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon or within the building or structure located thereon.~~
- ~~10. All exterior property areas shall be properly maintained and no weeds, briars and grass shall grow taller than allowed in the Town Clean Lot Ordinance 107, as amended. (other than garden and yard plantings properly maintained by the owner) shall be allowed to accumulate or grow on any private property.~~
- ~~11. The storage of wood and other materials not proscribed by this Ordinance shall be accomplished in a manner designed to avoid rodents, termites and other insect infestation. Wood shall be stored at least six (6) inches above the ground.~~
- ~~12. All exterior property areas shall be kept free from infestation by rodents, vermin, insects, and other pests. Where rodents, vermin, insects and other pests are found, they shall be promptly exterminated by the owner by acceptable processes which will not be injurious to the health of humans or other animals. After extermination, proper precautions shall be taken by the owner and occupant to prevent re-infestation.~~
6. Exterior property areas shall not be utilized for any period of time for the open storage of garbage, rubbish or refuse, construction materials or equipment, bathroom or kitchen fix-

tures, glass, furniture, appliances, automotive parts, lawn and garden maintenance equipment or similar items or materials, irrespective of age or condition. Exterior property areas shall be maintained and kept free and clear of excessive accumulation of weeds, garbage, litter and/or rubbish and kept free and clear of abandoned, dismantled, junked or wrecked motor vehicles or vehicles without currently valid registration license plates in accordance with the provisions of Clean Lot Ordinance 107, as amended. Owner of record is subject to the abatement and fines and penalties provisions of said Ordinance.

7. ~~Exterior steps and walkways shall be maintained free of unsafe obstructions or hazardous conditions.~~
8. ~~Every occupant of a structure or part thereof shall store and dispose of all refuse and rubbish in a clean and sanitary manner by placing it in an appropriate refuse/rubbish containers and place at the curb on appropriate day(s) for collection and disposal, as prescribed in Refuse Collection Ordinance 117, as amended.~~
9. ~~Every occupant of a structure or part thereof shall store and dispose of garbage or animal feces or other organic waste in a clean and sanitary manner by placing it in appropriate garbage disposal facilities or garbage storage containers and place at the curb on appropriate day(s) for collection and disposal, as prescribed under Refuse Collection Ordinance 117, as amended.~~
10. ~~It shall be the responsibility of any property owner, lessor, renter, lessee, or other occupant, who shall possess animals on the same premises, to keep said animals in a reasonably sanitary condition and the interior and exterior property areas of the premises free of animal feces and waste.~~
11. ~~Code Enforcement Official shall require the installation of rodent/vermin proof walls. The rodent/vermin proof walls shall be installed in accordance with the building code.~~
12. ~~All trees, and shrubbery located on exterior property areas shall be maintained in such a way so as not to pose a danger or obstruction to adjoining property, persons walking on designated walking areas or obstruct sight at street intersections or along streets.~~
13. ~~All fences shall be maintained in a workmanlike state of maintenance and repair including but not limited to painting, staining and/or replacement. All fences shall be constructed, fabricated, erected and located on site in accordance with Prince George's County building code and zoning ordinance, after securing the necessary Prince George's County approvals.~~

#### G. Maintenance of Exterior Structure

1. ~~The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the health, safety or welfare of the occupants and so as to protect the occupants from adverse effects of the environment.~~
2. ~~All supporting structural members of all structures shall be kept structurally sound, free of deterioration and maintained capable of safely bearing the dead and live loads imposed upon them.~~
3. ~~Every foundation, exterior wall, roof and all other exterior surfaces of all structures on the premises shall be maintained in a workmanlike state of maintenance and repair and shall be kept in such condition as to exclude rodents and other pests.~~

4. ~~All foundation walls of all structures on the premises shall be maintained so as to carry the safe design and operating dead and live loads, and shall be maintained free from open cracks, and breaks, so as not to be detrimental to public safety and welfare.~~
5. ~~Every exterior wall of every structure on the premises shall be free of holes, breaks, loose or rotting boards or timbers, and any conditions which might admit rain or dampness to the interior portions of the walls or to the occupied spaces of the building. All exterior surface materials, including wood, composition, or metal siding, shall be maintained weather-proofed and shall be properly surface coated when required to prevent deterioration.~~
6. ~~The roofs of all structures on the premises shall be structurally sound, tight and not have defects which might admit rain. Roof(s) shall be adequate to prevent rainwater from causing dampness or deterioration in the walls or interior portion of the building. Roof water shall not be discharged in a manner that creates a nuisance to owners or occupants of adjacent premises or that creates a public nuisance.~~
7. ~~All cornices, entablatures, belt courses, corbels, terra cotta trim, wall facings and decorative features shall be maintained in good repair with proper anchorage and in a safe condition.~~
8. ~~All canopies, marquees, signs, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar overhang extensions shall be maintained in good repair and be properly anchored so as to be kept in a safe and sound condition. They shall be protected from the elements and against decay and rust by the periodic application of a weather coating material such as paint or other protective treatment.~~
9. ~~All chimneys, cooling towers, smoke stacks and similar appurtenances shall be maintained structurally safe, 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 a weather-coating material such as paint or similar surface treatment.~~
10. ~~Every stair, porch, fire escape, balcony and all appurtenances attached thereto shall be so constructed as to be safe to use and capable of supporting the anticipated loads and shall be maintained in sound condition and in good repair. Every stair, porch and fire escape shall be maintained free of hazardous conditions such as snow, ice, mud and other debris. Every flight of stairs, which is more than three (3) steps or risers high, shall have a handrail on at least one side of the stair and every open portion of a stair, fire escape, porch, landing or balcony which is more than ten (10) inches above the grade below shall have guard rails. Every handrail and guard rail shall be firmly fastened and capable of bearing normally imposed loads and shall be maintained in good condition.~~
11. ~~Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction so as to exclude rain and rodents as completely as possible and to substantially exclude wind from entering the dwelling or structure.~~
12. ~~Every window and exterior door shall be fitted reasonably in its frame and be weather-tight. Weather stripping shall be used to exclude wind or rain from entering the dwelling or structure and shall be kept in sound condition and good repair.~~
13. ~~Every required window sash shall be fully supplied with approved glazing materials, which are without open cracks and holes.~~
14. ~~Every window, other than a fixed window, shall be capable of being easily opened and held in position by window hardware.~~



15. ~~During the period from April 1 to December 1, every door and window or outside opening used for ventilation purposes shall be supplied with approved tight fitting screens of not less than sixteen (16) mesh per inch material, in good working condition. Every hinged screen door shall have a self-closing device in good working order. Screen doors shall not be required for out swinging doors or other types of openings which make screening impractical, provided other approved means are employed.~~
16. ~~Locking devices. Any swinging entrance door shall be provided with a deadbolt locking device having a minimum throw of not less than 5/8 of an inch and with the deadbolt capable of being activated by key from outside and by turn knob from the inside so as to provide reasonable security against unauthorized entry. Door locks and the matter of installation shall be subject to the specific approval of the Code Enforcement Official. The exterior door, door hinge, door lock, and door latch for each unit shall be maintained in functional condition. All door locks shall be in good working order at all times, and keys for same provided to occupants and tenants.~~
17. ~~Visual detection device. Unless a visual detection device is currently provided, all exterior front doors shall be equipped with a visual detection device (magnifying peephole) which will provide a 180 degree viewing angle so as to allow the occupant of a dwelling unit to inspect the entrance area outside the door while the door is closed. This inspection device may be windows made of transparent material or a magnifying peephole.~~
18. ~~Sliding doors and windows. All patio and balcony sliding entrance doors, and all windows capable of being opened accessible from a balcony or two stories or less above the grade, shall be equipped with a device which locks and secures the door or window within its frame so as to provide reasonable security against unauthorized entry by opening or removal of the door or windows from its frame. Devices such as, but not limited to security bars and jimmy plates, shall be deemed acceptable. The type of device and manner of installation shall be subject to the approval of the Code Enforcement Official.~~
19. ~~All balconies, canopies, cornices and soffits, decks, doors and door frames, exterior walls, fire escapes, foundation walls, metal awnings, patios, porches, sliding doors and windows, stairways, standpipes, and windows and window frames, and all appurtenances attached thereto, of all structures on the premises shall be protected from the elements against decay or rust by periodic application of a weather coating material such as paint, sealant, or similar surface treatment.~~

#### H. Internal Structure

1. ~~The interior of a structure and its equipment shall be maintained in good repair, structurally sound, unobstructed, and in a sanitary condition so as not to pose a threat to the health, safety or welfare of the occupants or visitors, and to protect the occupants from the environment.~~
2. ~~The supporting structural members of every building shall be maintained structurally sound, not allowing any evidence of deterioration which would render them incapable of carrying the imposed loads.~~
3. ~~Floors, walls (including windows and doors), ceilings and other interior surfaces shall be maintained in good, clean, sanitary and structurally sound condition, free of holes, cracks, loose plaster or wall paper and flaking or scaling paint and shall be substantially insect and rodent proof. Paint applied to the interior surfaces shall be lead-free.~~

4. ~~Every toilet, bathroom and kitchen floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition and repaired or replaced at the direction of the Code Enforcement Official.~~
  5. ~~Every building, basement and crawl space shall be maintained reasonably free from dampness to prevent conditions conducive to decay or deterioration of the structure.~~
  6. ~~The interior of every structure shall be maintained in a clean and sanitary condition free from any accumulation of rubbish refuse or garbage. Rubbish, garbage and refuse shall be properly kept inside temporary storage facilities as required by this Ordinance.~~
  7. ~~Garbage, rubbish or refuse shall not be allowed to accumulate or be stored in public halls or stairways.~~
  8. ~~Insect and rodent harborage. All structures shall be kept free from insect and rodent infestation. Where insects or rodents are found, they shall be promptly exterminated by approved processes, which will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation.~~
  9. ~~Every door available as an exit shall be capable of being opened easily from the inside.~~
  10. ~~All interior stairs, railings and other exit facilities of every structure shall be maintained in sound condition and good repair. Every inside stair shall be so constructed and maintained as to be safe to use and capable of supporting the anticipated loads.~~
  11. ~~Every flight of stairs, which is more than three (3) steps or risers high, shall have a handrail on at least one side of the stair and every open portion of a stair, landing or balcony which is more than thirty (30) inches above the floor or grade below shall have guard rails. Every handrail and guard rail shall be firmly fastened and capable of bearing normally imposed loads and shall be maintained in good condition.~~
  12. ~~All ceilings, closet walls and ceilings, doors and door frames, kitchen and bathroom cabinets, walls, windows and window frames, sash and sills shall be in good condition and in good repair and shall be repaired in a workmanlike manner and painted at the direction of the Code Enforcement Official. All surfaces are to be free of cracks, holes, hook like devices, loose plaster and flaking and sealing paint at time of painting.~~
  13. ~~All carpets rugs shall be in good condition and in good repair and shall be repaired, and/or removed and replaced, and cleaned at the direction of the Code Enforcement Official.~~
  14. ~~All bathroom or kitchen tiled or linoleum covered floors shall be in good condition and in good repair and shall be repaired and/or removed and replaced at the direction of the Code Enforcement Official.~~
- I. ~~Parking Spaces and Facilities~~
1. ~~Every owner of a rental unit shall provide one (1) off street parking space. Every owner of a dwelling with four (4) or more leased or rented sleeping rooms shall provide two (2) off street parking spaces.~~
  2. ~~Any vehicle with four or more wheels or a self propelled vehicle with three or more wheels entering any off street parking space must do so via a dropped curb and a driveway entrance. Any vehicle otherwise traversing town property between the street and abutting~~



private property to gain access to an off street parking area may be cited for said violation and subject to the same penalties as prescribed for an infraction.

3. ~~Grassy or yard areas shall not be used for the parking of motor vehicles.~~
4. ~~Non-owner occupied premises shall not be used, for any period of time, for the storage of motor vehicles, boats, trailers, furniture, appliances, or similar items or materials, irrespective of age or condition by any person other than the occupants of the premises.~~

#### J. ~~Plumbing Facilities and Fixtures~~

##### 1. ~~Plumbing facilities.~~

- a. ~~The owner of the structure shall provide and maintain such plumbing facilities and fixtures in compliance with this section.~~
- b. ~~Every rental unit shall have direct access to a room separate from habitable room, which affords privacy and a toilet supplied with cold running water. A lavatory shall be placed in the same room as the toilet or located in another room, in close proximity to the door leading directly into the room in which said toilet is located. The lavatory shall be supplied with hot and cold running water.~~
- e. ~~Every rental unit shall include plumbing facilities which are in proper operating condition, can be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.~~
- d. ~~Every rental unit shall contain or have access to a room which affords privacy to a person in said room and which is equipped with a bathtub or shower supplied with hot and cold running water.~~
- e. ~~Every dwelling unit shall contain and every rooming unit shall have direct access to a kitchen sink apart from the lavatory required under sub paragraph a. and such sink shall be supplied with hot and cold running water.~~
- f. ~~Toilet rooms and bathrooms shall not be used as a passageway to a hall or other space. A toilet room or bathroom in a dwelling unit shall be accessible from any sleeping room without passing through another sleeping room.~~

##### 2. ~~Plumbing fixtures~~

- a. ~~All plumbing fixtures shall be maintained in a safe and usable condition. All plumbing fixtures shall be of approved nonabsorbent material.~~
- b. ~~Water supply lines, plumbing fixtures, vents and drains shall be properly installed, connected and maintained in working order and shall be kept free from obstructions, leaks and defects and capable of performing the function for which they are designed. All repairs and installations shall be made in accordance with the provisions of the Washington Suburban Sanitary Commission.~~
- e. ~~All plumbing facilities shall be maintained in a clean and sanitary condition free of mold and mildew by the occupant so as not to breed insects and rodents or produce dangerous or offensive gases or odors.~~
- d. ~~Plumbing fixtures shall be installed to permit easy access for cleaning both the fixture~~

and the area about it.

### 3. ~~Water system~~

- a. ~~Every sink, lavatory, bathtub and shower, drinking fountain, toilet or other facility shall be properly connected to the public water system. All sinks, lavatories, bathtubs and showers shall be supplied with hot and cold running water.~~
- b. ~~The water supply shall be maintained free from contamination and all water inlets for plumbing fixtures shall be located above the overflow rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets shall be connected to an approved atmospheric type vacuum breaker or an approved permanently attached hose connection vacuum breaker.~~
- c. ~~The water supply system shall be installed and maintained to provide at all times a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable them to function satisfactory.~~
- d. ~~Where hot water is provided, water heating facilities shall be installed in an approved manner, properly maintained and properly connected with hot water lines to the fixtures required to be supplied with hot water. Water heating facilities shall be capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub, shower and lavatory facility or other similar units, at a temperature not less than 110 degrees Fahrenheit.~~

### 4. ~~Sewage system~~

- a. ~~Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other facility shall be properly connected to the public sewer system.~~
- b. ~~Every plumbing stack, waste and sewer line shall be so installed and maintained as to function properly and shall be kept free from obstructions, leaks and defects to prevent structural deterioration or health hazards. All repairs and installations shall be made in accordance with the provisions of the applicable local building code and Washington Suburban Sanitary Commission.~~

## K. Fire Safety Requirements

### 1. ~~Means of Egress~~

- a. ~~A safe, continuous and unobstructed means of egress shall be provided for each dwelling unit and rooming unit from the interior of the premises to the exterior at a street, yard, court or passageway leading to a public open area at grade.~~
- b. ~~Every rental unit shall have access directly to the outside or to an exit access corridor that leads directly to the outside.~~
- c. ~~All doors in the required means of egress shall be readily openable from the inner side. Exits from rental units shall not lead through other such units, or through toilet rooms or bathrooms.~~
- d. ~~All required and all existing fire escapes shall be maintained in working condition and structurally sound.~~

- e. ~~Any exit signs shall be maintained illuminated and visible.~~
- f. ~~Every sleeping room located in a basement shall have at least one openable window or exterior door approved for emergency egress or rescue.~~

2. ~~Accumulations and storage~~

- a. ~~Waste, refuse, Rubbish, or other materials shall not be allowed to accumulate in stairways, passageways, doors, windows, fire escapes or other means of egress.~~
- b. ~~Highly flammable or explosive matter, such as paints, volatile oils and cleaning fluids or combustible refuse, such as waste paper, boxes and bags, shall not be accumulated or stored on residential premises except in reasonable quantities consistent with normal usage.~~
- c. ~~A rental unit shall not be located within a structure containing an establishment handling, dispensing or storing flammable liquids with a flash point of 100 degrees Fahrenheit or lower, except as provided for in the applicable law.~~

3. ~~Fire resistance ratings~~

- a. ~~Floors, walls, ceilings and other elements and components required to develop fire resistance rating (BOCA code) shall be maintained so that the respective fire resistance rating of the enclosure, separation, or construction is preserved.~~

4. ~~Fire protection systems~~

- a. ~~All fire protection systems and equipment shall be maintained in proper operating condition at all times.~~
- b. ~~Fire alarms and detecting systems shall be installed and maintained and must be suitable for their respective purposes in all rental premises.~~
- c. ~~All rental units shall be provided with a minimum of one approved single station smoke detector AND CARBON MONOXIDE DETECTOR for each floor of the premises. A SMOKE DETECTOR MUST BE INSTALLED INSIDE If there is a sleeping area located on any such floor, the detector shall be placed in the vicinity. The detectors shall be installed in accordance with the manufacturer's requirements. When actuated, the smoke detector shall provide an alarm suitable to warn the occupants within each rental unit.~~
- d. ~~It is the PROPERTY owner's responsibility to PROVIDE AND maintain 10-YEAR smoke detectors in good working order, such as replacing batteries.~~
- e. ~~Fire suppression systems in units so equipped shall be maintained in good condition, free from mechanical injury. Sprinkler heads shall be maintained clean, free of corrosion and paint, and not bent or damaged.~~
- f. ~~Hose stations in units so equipped shall be identified and accessible. The hose shall be in proper position, ready for operation, dry and free of deterioration.~~
- g. ~~PROPERTY OWNERS MUST PROVIDE ONE AH portable fire extinguishers AND in units so equipped IT shall be visible and accessible, and maintained in an efficient and safe operating condition.~~

## 5. ~~Fire doors~~

- a. ~~All required fire resistance rated doors or smoke barriers shall be maintained in good working order including all hardware necessary for the proper operation thereof. The use of door stops, wedges and other unapproved hold-open devices is prohibited.~~

## L. ~~Light and Ventilation Requirements~~

### 1. ~~Light~~

- a. ~~All spaces or rooms shall be provided sufficient light so as not to endanger health, and safety. Every habitable room shall have at least one window facing directly to the outdoors or to a court except in a kitchen when artificial light may be provided in accordance with applicable law. A window shall be deemed not to face directly outdoors or onto a court whenever it is obstructed by a structure that extends to the ceiling level and is less than three feet from the window. The minimum total window area measured between stops shall be 8% of the floor area of such room.~~
- b. ~~Every common hall and stairway in every building, other than the one and two family dwellings, shall be adequately lighted at all times with an illumination of at least a 60-watt standard incandescent light bulb or equivalent for each 200 square feet of floor area, provided that the spacing between lights shall not be greater than 30 feet. Every exit stairway shall be illuminated with a minimum light level of one foot candle at as measured at the floor, landings and treads.~~
- c. ~~All other spaces shall be provided with natural or artificial light of sufficient intensity and so distributed as to permit the maintenance of sanitary conditions, and the safe use of the space and the appliances, equipment and fixtures.~~

### 2. ~~Ventilation~~

- a. ~~All spaces or rooms shall be provided sufficient natural or mechanical ventilation so as not to endanger health, and safety. Where mechanical ventilation is provided in lieu of the natural ventilation, such mechanical ventilating system shall be maintained in operation during the occupancy of any structure or portion thereof. When part of the air provided by a mechanical ventilation system is re-circulated, the portion or volume of air re-circulated shall not be re-circulated to a different residential space or occupancy of dissimilar use from which it is withdrawn. All habitable rooms shall have at least one easily openable window. The total openable window area in every room shall be equal to at least 45% of the minimum window area required in Section VI.H.1).~~
- b. ~~Every bathroom and water closet compartment shall comply with the light and ventilation requirements for habitable rooms, except that a window shall not be required in bathrooms or water closet compartments equipped with an approved mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or water closet compartment must be exhausted to the exterior and may not be re-circulated to any space, including the space from which it is withdrawn.~~

### 3. ~~Alternative devices~~

- a. ~~In place of the means for natural light and ventilation herein prescribed, alternative arrangement of windows, louvers, or other methods and devices that will provide the equiv-~~

alent minimum performance requirements shall be permitted if complying with the applicable law.

## M. Mechanical and Electrical

### 1. Heating and refrigeration facilities

- a. ~~Every owner of any structure who rents, leases or lets one or more dwelling units or rooming units or one or more sleeping rooms on terms, whether expressed or implied, to furnish heat to the occupants thereof shall supply sufficient heat during the period from October 1 to May 16 to maintain a room temperature of not less than then 65 degrees Fahrenheit. In all habitable rooms, bathrooms and toilet rooms during the hours between 6:30 a.m. and 10:30 p.m. of each day and maintain a temperature of no less than 60 degrees Fahrenheit during other hours. When, however, the external temperature falls below 0 degrees Fahrenheit and the heating system operates at its full capacity, a minimum room temperature of 60 degrees Fahrenheit shall be maintained at all times. The temperature shall be measured at a point 3 feet above the floor and 3 feet from exterior walls.~~
- b. ~~Every residential dwelling or dwelling unit shall contain at least one cooking and baking facility for the purpose of preparing food and at least one (1) refrigeration unit adequate for the temporary preservation of perishable foods. Such refrigeration unit shall be capable of maintaining an average temperature of below 45 degrees Fahrenheit. Hot plates, toaster ovens, microwave ovens and other portable heating devices do not constitute a cooking and baking facility for purposes of this section.~~
- c. ~~All cooking and heating equipment, components and accessories in every heating, cooking and water heating device shall be maintained free from leaks and obstructions, and kept functioning properly so as to be free from fire, health and accident hazards. All installations and repairs shall be made in accordance with the provisions of the local applicable building code, or other laws or ordinances applicable thereto. Portable cooking equipment employing flame is prohibited, except for approved residential type food trays or servers which are heated by a candle or alcohol lamp.~~
- d. ~~All mechanical equipment shall be properly installed and safely maintained in good working condition and be capable of performing the function for which it was designed and intended.~~
- e. ~~All fuel burning equipment shall be connected to an approved chimney, flue or vent per manufacturer's instructions.~~
- f. ~~All required clearances to combustible materials shall be maintained.~~
- g. ~~All safety controls for fuel burning equipment shall be maintained in effective operation.~~
- h. ~~A supply of air for complete combustion of the fuel and for ventilation of the space shall be provided the fuel burning equipment.~~
- i. ~~Devices purporting to reduce gas consumption by attaching to a gas appliance, to the gas supply line thereto, or the vent outlet or vent piping therefrom shall not be used unless labeled for such use and the installation is specifically approved.~~
- j. ~~Fireplaces, and other construction and devices intended for use similar to a fireplace, shall be stable and structurally safe and connected to approved chimneys.~~



~~k. When facilities for interior climate control (heating, cooling and/or humidity) are internal functions of structures used as dwelling units or rooming units such facilities shall be maintained and operated in a continuous manner in accordance with the designed capacity.~~

2. Electrical facilities.

~~a. Provided that there is electric service available, Every premises or part thereof used for human occupancy shall be adequately and safely provided with an electrical system in compliance with the requirements of this section. The provisions of this section shall be considered absolute minimum requirements. The size of unit and the usage of appliances and equipment shall be used as a basis for determining the need for additional facilities in accordance with the electrical code adopted by the local jurisdiction.~~

~~b. Every habitable room in a dwelling unit shall contain at least two separate and remote receptacle outlets, one of which may be a ceiling or wall type electric light fixture. Every laundry area and bathroom shall contain at least one ground fault interrupter type receptacle. Every bathroom shall contain at least two (2) receptacles and every kitchen shall have three (3) separate and remote outlets, one of which may be a ceiling or wall type electrical light fixture, receptacles within three (3) feet of any sink, tub or laundry area shall be of the ground fault interrupter type.~~

~~c. Every public hall, interior stairway, water closet compartment, bathroom, laundry room and furnace room shall contain at least one electrical lighting fixture.~~

~~d. All exterior receptacle outlets shall be of the ground fault interrupter type.~~

~~e. When the electrical system requires modification to correct inadequate service, the service shall be corrected to a minimum of 100 ampere, three wire service.~~

~~f. All electrical equipment, wiring and appliances shall be installed and maintained in a safe manner and in accordance with all applicable laws. All electrical equipment shall be of an approved type.~~

~~g. Where it is found, in the opinion of the Code Enforcement Official, that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the Code Enforcement Official shall require the defects to be corrected to eliminate the hazard.~~

Section 8. Unfit Rental Premises

No person shall rent or lease to another for occupancy any rental unit, premises or part thereof, which does not comply with the following requirements:

A. Dangerous Structures and Equipment – Any rental unit, premises or part thereof which shall be found unsafe, unlawful, or to have any of the following defects may be condemned as unfit for human habitation and shall be SO designated by the Code Enforcement COMPLIANCE Official IN COORDINATION with ~~prior approval~~ of the Town Administrator. It shall not be re-occupied without the approval of the Code Enforcement COMPLIANCE Official. Unsafe equipment may be condemned and placed out of service pursuant to this section.

1. One which is so damaged, decayed, dilapidated, unsanitary and unsafe or vermin in-

fested, that it creates a serious hazard to the health, or safety OR WELFARE of the occupants or of the public.

2. One which lacks illumination, fire protection, ventilation, sanitation facilities or other essential equipment required by this ~~Rental Housing~~ Ordinance adequate to protect the health, or safety OR WELFARE of the occupants or the public.
  3. One which because of its general condition or location, is unsanitary or otherwise dangerous to the health, or safety OR WELFARE of the occupants or of the public.
  4. One which is occupied by more persons than permitted under this Ordinance or applicable law.
  5. One in which the equipment is unsafe, including any boiler, heating equipment, cooking equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that it is found by the Code ~~Enforcement~~ COMPLIANCE Official to be a hazard to life, health, WELFARE, property or safety of the tenants of the premises or structure.
- B. Notice to Owner – Whenever the Code ~~Enforcement~~ COMPLIANCE Official has determined that there has been a violation of this Ordinance and, with approval of the Town Administrator, has condemned a rental unit, premises or any portion thereof as unfit for human habitation or equipment is unfit under THIS ORDINANCE ~~Section VII~~, the Code COMPLIANCE ~~Enforcement~~ Official shall give written notice to PROPERTY owner AND AGENT, IF APPLICABLE. Such notice to the PROPERTY owner OR AGENT shall:
1. Be in writing;
  2. Include a description of the real estate PROPERTY sufficient for identification;
  3. Include a statement of the reason why ~~it~~ THE NOTICE is being issued WITH REFERENCE TO THE SECTION OF THIS ORDINANCE VIOLATED;
  4. State the date occupants must vacate the rental unit, premises, or portion thereof, or equipment if the defects have not been eliminated and the order to vacate withdrawn.
  5. State that the owner has the right to appeal the Code ~~Enforcement~~ COMPLIANCE Official's decision to the Town Council in accordance with the procedures set forth in ~~Section X Right to Appeal~~ of this Ordinance.
- C. Service of Notice – Service of notice that rental unit, premises or any portion thereof or equipment is unfit and must be vacated or placed out of service shall be as follows:
1. By delivery to the PROPERTY owner OR AGENT personally; or by leaving the notice at the usual place of abode of the PROPERTY owner OR AGENT with a person of suitable age and discretion who shall be informed of the contents thereof: ~~person to be served or his agent a copy of the notice and all necessary papers~~; or
  2. ~~By certified or registered mail, return receipt requested, addressed to the owner at the address provided to the Town by the owner or as required by this Ordinance with postage pre paid thereon with return receipt requested, or if the said letter is returned with receipt showing non-delivery; then~~ BY APPROPRIATE MEANS OF MAIL ADDRESSED TO

THE PROPERTY OWNER OR AGENT AT THE ADDRESS PROVIDED TO THE TOWN BY THE PROPERTY OWNER OR AGENT WITH POSTAGE PREPAID THEREON WITH RETURN RECEIPT REQUESTED, OR IF SAID LETTER IS RETURNED WITH RECEIPT SHOWING NON-DELIVERY, THEN

3. By posting a copy of the notice in a conspicuous place on the premises ~~to be~~ affected by such notice.

D. Posting Notice – Any rental unit, premises, or portion thereof declared as unfit for human habitation shall be posted at each entrance with a notice by the Code ~~Enforcement~~ COMPLIANCE Official. It shall be unlawful for any person to enter such rental PROPERTY ~~dwelling~~, premises or portion thereof after the date set forth in the notice to vacate except for the reason of making the required repairs or of demolishing the same. The notice shall include the following:

1. ~~Name of town.~~

2. The section of the Ordinance under which it is issued.

3. An order that the Rental Unit shall be vacated by a stated date, and must remain vacant until the order to vacate is withdrawn.

4. The date the notice is posted.

5. A statement of the penalty for defacing or removal of the notice.

6. A statement saying "this building is unfit for human habitation and its use or occupancy has been prohibited by the Town of Berwyn Heights," and the notice shall bear the signature of the TOWN ADMINISTRATOR ~~Mayer~~.

7. A statement that the owner has the right to appeal the TOWN ADMINISTRATOR's ~~Code Enforcement Official's~~ decision to the Town Council in accordance with the procedures set forth in ~~Section X Right to Appeal~~ of this Ordinance.

E. Service on occupant – When a condemnation order is served on an occupant other than the PROPERTY owner or AGENT ~~person responsible for such compliance~~, a reasonable time to vacate the after noncompliance shall be stated. A PROPERTY owner or AGENT ~~person responsible for compliance~~ must vacate at the time set for correction of defects if there is failure of TO ~~compliance~~ COMPLY.

F. Removal of Notice – No person shall deface or remove the notice from any rental unit, premises, or portion thereof which has been declared or noted as unfit for human habitation except by authority in writing from the Code ~~Enforcement~~ COMPLIANCE Official.

G. Vacating of Declared Buildings – Any rental unit, premises, or any portion thereof declared as unfit for human habitation and so designated and noted shall be vacated within a reasonable time as ordered by the Code ~~Enforcement~~ COMPLIANCE Official, and it shall be unlawful for any PROPERTY owner or AGENT ~~operator~~ to let any person inhabit said rental unit, premises or any portion thereof which has been declared and noted by the Code ~~Enforcement~~ COMPLIANCE Official, ~~with approval of the Town Administrator~~, as unfit for human habitation after the date set forth in the notice. The Code ~~Enforcement~~ COMPLIANCE Official shall remove such notice whenever the defect or defects upon which the declaration and noted action were based have been eliminated.

- H. Sealing of unfit structure – It shall be the responsibility of the PROPERTY owner OR AGENT ~~of the property~~ to remove all unsanitary or flammable material and to SECURE ALL WINDOWS AND DOORS ~~board up all windows and doors after dwelling has been properly determined by the Code Enforcement Official to be necessary for reasons of~~ TO PROTECT health, and safety, AND WELFARE. In the event that the PROPERTY owner OR AGENT ~~of the property~~ fails to properly seal the structure against unlawful entry, the Town of ~~Berwyn Heights~~ shall take action to remove unsanitary or flammable waste material and to SECURE ALL WINDOWS AND DOORS ~~board up all windows and doors~~ so as to prevent entrance. The cost of said action shall be and become a lien on the property and BE COLLECTED ~~collectible~~ in the same manner as delinquent taxes.
- I. Further action – If, after proper notice hereunder, the PROPERTY owner OR AGENT fails to correct defects which have caused the ~~rental dwelling~~, rental unit, premises or any portion thereof to be unfit for human habitation, the Town Administrator may request additional action from the appropriate State ~~and/or~~ County authority.
- J. Coordination of enforcement
1. Whenever, in the opinion of the Code ~~Enforcement~~ COMPLIANCE Official initiating an inspection under this ~~Rental Housing~~ Ordinance, it is deemed necessary or desirable to have inspections by any other governmental official or agency, the Code ~~Enforcement~~ COMPLIANCE Official shall make a reasonable effort to arrange for the coordination of the inspections so as to minimize the number of visits by inspectors.
  2. The Code ~~Enforcement~~ COMPLIANCE Official shall confer with ~~the~~ ANY other governmental official or agency for the purpose of eliminating conflicting orders before any SUCH ORDERS are issued.
  3. The Code ~~Enforcement~~ COMPLIANCE Official may not, ~~however~~, cause the delay of the issuance of any emergency orders by a governmental official or agency which the governmental official or agency determines SUCH EMERGENCY ORDERS must be issued.

#### Section 9. Enforcement Authority

- A. It shall be the duty and responsibility of the Town to enforce the provisions of this Ordinance as herein provided.
- B. The Mayor and Council may waive applicability of this Ordinance to a RENTAL PROPERTY if:
1. Adequate notice in a form and manner specified by the applicable section of this Ordinance is afforded TO any occupant of the unit;
  2. The occupant is afforded an opportunity to comment on the application either in writing or in person; and
  3. The waiver would not threaten the health, ~~or~~ safety OR WELFARE of any tenant.
- C. Any code official, ~~officer~~ or OTHER TOWN DESIGNEE ~~employee of the Town~~ who acts in good faith and without malice in the discharge of duties of enforcement of this ~~Rental Housing~~ Ordinance is relieved of all personal liability for and damage that may occur to persons or property as a result of such acts or alleged failure to act. Further, the code official or OTHER



TOWN designee shall not be held liable for any costs in any action, suit or proceeding that may be instituted by the code official OR OTHER TOWN DESIGNEE in the enforcement of this ~~Rental Housing~~ Ordinance. In any of these actions, the CODE official or OTHER TOWN DESIGNEE ~~employee~~ shall be defended or represented by the ~~jurisdiction's attorney-at-law~~ TOWN ATTORNEY until final termination of the proceedings.

- D. A person may not be displaced by enforcement of this Ordinance unless alternate housing is provided within a reasonable time not to exceed thirty (30) days unless an emergency situation exists affecting the health, safety and welfare of the occupant(s) of the property and OR OTHER TOWN RESIDENTS ~~the citizens of the Town of Berwyn Heights~~. In that case, immediate evacuation may be required.

#### Section 10. Notice of Violations and Penalty for Violations

- A. Whenever the Code ~~Enforcement~~ COMPLIANCE Official determines that there has been or is a violation of any provision of this Ordinance or of any rule or regulation adopted pursuant thereto, the Code ~~Enforcement~~ COMPLIANCE Official shall give notice of such ~~alleged~~ violation to the PROPERTY OWNER OR AGENT, IF APPLICABLE ~~person or persons responsible therefor~~, as herein after provided. Such notice shall:
1. Be in writing;
  2. Include a description of the real ~~estate~~ PROPERTY sufficient for identification.
  3. Include a statement of the reason why ~~it~~ THE NOTICE is being issued WITH REFERENCE TO THE SECTION OF THIS ORDINANCE VIOLATED;
  4. Allow ~~30~~ TWENTY (20) BUSINESS days for the performance of any act it requires.
  5. Such notice shall:
    - a. Contain an outline of remedial action, if any, which, if taken, will effect compliance with the provisions of this Ordinance and with rules and regulations adopted pursuant thereto.
    - b. In cases where remedial action is appropriate, ~~In cases where remedial action is appropriate~~, THE NOTICE SHALL contain the requirement that the violation must be fully corrected within ~~thirty (30)~~ TWENTY (20) BUSINESS days from the date of the notice and that, in the event that the PROPERTY owner OR AGENT fails to do so within the ~~thirty~~ TWENTY BUSINESS-day period, a second notice shall be sent advising of the imposition of a charge payable to the Town. In the event that the violation is not fully corrected within ~~thirty (30)~~ TWENTY (20) BUSINESS days after this second notice, a third notice shall be sent advising of the imposition of a further charge. Each additional ~~fifteen (15)~~ TEN (10) BUSINESS days thereafter that this violation exists will constitute an additional charge. For each additional prescribed period that the violation is not fully corrected, notice will be issued of the fine amount as due and payable to the Town of Berwyn Heights. Fines for failure to take remedial action shall be established by resolution of the Town Council ~~and shall not exceed the amount of Fines for failure to take remedial action shall be established by resolution of the Town Council~~ and shall not exceed the amount of one thousand dollars (\$1,000.00).
    - c. In all other cases, contain the amount of the fine, which shall be assessed according to a schedule established by resolution of the Town Council and ~~which~~ shall not exceed one thousand dollars (\$1,000.00). ~~Violation under this subsection shall include, but are~~



~~not limited to, missing an inspection or re-inspection; nuisance behavior; and renting or leasing without a license.~~ The Town reserves the right to either revoke a rental license and/or deny renewal of a rental license for ~~incidences of nuisance behavior in~~ violations of this Ordinance.

- B. Failure to pay fine(s) will result in the amount of any fine(s) imposed ~~being TO BE recorded as a lien against the property and~~ collected in the same manner as delinquent TOWN taxes.
- C. Service of notice that A RENTAL PROPERTY ~~dwelling~~ is in violation shall be as follows:
  - 1. By delivery to the PROPERTY owner OR AGENT personally or by leaving the notice at the usual place of abode of the PROPERTY owner OR AGENT OR with a person of suitable age and discretion who shall be informed of the intent thereof; or
  - 2. ~~By certified or registered mail, return receipt requested, addressed to the owner at the address provided to the Town by the owner as required by this Ordinance with postage prepaid thereon with return receipt requested, or if said letter is returned with receipt showing non-delivery, then~~ BY APPROPRIATE MEANS OF MAIL ADDRESSED TO THE PROPERTY OWNER OR AGENT AT THE ADDRESS PROVIDED TO THE TOWN BY THE PROPERTY OWNER OR AGENT WITH POSTAGE PREPAID THEREON WITH RETURN RECEIPT REQUESTED, OR IF SAID LETTER IS RETURNED WITH RECEIPT SHOWING NON-DELIVERY, THEN
  - 3. By posting a copy of the notice in a conspicuous place on the premises affected by such notice.
- D. The Town shall inform the ~~legal owner legal~~ PROPERTY owner OR ~~of record or an authorized agent of a rental unit,~~ in writing, of all written verified complaints pertaining to the rental unit.
- E. Whenever three (3) or more households within 500 ft. of a rental unit petition the Town Council that a violation of this Ordinance has occurred, the Town Council, within 30 days of receipt of petition, shall schedule a hearing. A quorum of Town Council members, Code Enforcement Official, PROPERTY owners of record or their agent, occupant or tenant and petitioners shall attend. *Alternate: ANY RESIDENT IS ENTITLED TO MAKE A VERBAL OR WRITTEN COMPLAINT ABOUT ANY RENTAL PROPERTY TO THE CODE COMPLIANCE OFFICE FOR INVESTIGATION AND RESOLUTION.*

#### Section 11. Right to Appeal

- A. Any person affected by any notice of violation may elect to appeal to the Town Council.
  - 1. Any person affected by any notice of violation which had been issued in connection with the enforcement of any provision of this Ordinance may request and shall be granted a hearing on the matter by the Town Council, provided that such person shall within ten (10) days after service of a notice of violation, file with the Town Council a signed written notice of appeal, requesting a hearing and setting forth a brief statement of the reasons therefore. Upon receipt of such notice of appeal, THE Town Council shall set a time and place for such hearing and shall determine appeals as promptly as practicable. The Town Council, with a quorum present, shall hear appeals.
  - 2. After such hearing, the Town Council may, by a majority vote of the members, affirm, amend, modify or withdraw the notice of violation that has been appealed. Any person who

shall fail, refuse or neglect to comply with the decision of the Town Council shall be guilty of violating the provisions of this Ordinance.

3. In the event a person wished to contest the decision of the Town Council, he or she may notify the Town of his or her intent within ten (10) days after the rendering of the decision by the Town Council. In that event, the Town shall issue a municipal infraction citation to the aggrieved person who may request a hearing in the District Court of Maryland pursuant to the Municipal Infraction procedure. The decision of the Town Council in such a case shall be stayed, pending a decision by the District Court. To the extent of this section of the ordinance, all violations of this Ordinance will be considered municipal infractions of the Town.
- B. Failure to pay after adjudication or request of adjudication by the Town will result in the amount of any fine imposed being recorded as a lien against the property and BE collected in the same manner as delinquent taxes.

#### Section 12. Responsibilities of Owners and Rental Units

~~Only the property owner shall be responsible for compliance with the provisions of this Ordinance except as provided herein.~~

- ~~A. Every occupant of a structure or part thereof shall keep that part of the structure or premises thereof which that occupant occupies, controls or uses in a clean and sanitary condition. Every owner of a dwelling containing a rental unit shall maintain, in a clean and sanitary condition, the shared or public areas of the dwelling and premises thereof.~~
- ~~B. The occupant of a structure or part thereof shall keep the owner supplied equipment and fixtures therein clean and sanitary, and shall be responsible for the exercise of reasonable care in their proper use and operation. The owner shall maintain the equipment and fixtures in good and proper operating condition.~~
- ~~C. The equipment and fixtures furnished by the occupant of a structure shall be properly installed and shall be maintained in good working condition, kept clean and sanitary, and free of defects, leaks or obstructions.~~
- ~~D. The owner of any premises shall be responsible for extermination within the rental unit.~~
- ~~E. The owner of any premises shall be responsible for the continued rodent proof condition of the structure.~~
- ~~F. For any dwelling containing a rental unit, it shall be the responsibility of the owner to supply adequate rubbish containers and garbage disposal facilities and storage containers.~~
- ~~G. Every owner of a rental unit shall be responsible for hanging all screens and double or storm doors and windows whenever the same are required under the provisions of this Ordinance or of any rule or regulation adopted pursuant thereto.~~
- ~~H. The owner shall be responsible for the maintenance, repair and/or replacement of equipment and fixtures furnished by the owner. The equipment and fixtures shall be properly installed and shall be maintained in good working condition, kept clean and sanitary, and free of defects, leaks or obstructions.~~
- ~~I. No owner or owner's agent may prevent any tenant from talking to the Code Enforcement~~

~~Official.~~

- J. ~~The owner shall provide and maintain venetian blinds, curtains, non see through fabric blinds, or some other appropriate window covering as determined by the Code Enforcement Official for each window that looks directly to the outside or onto a court.~~

Section 13. Interpretation and Waiver

- A. ~~The Mayor and~~ Town Council of ~~Berwyn Heights~~ shall decide questions of interpretation of this Ordinance.
- B. Upon written request, the ~~Mayor and~~ Town Council may waive or vary particular provisions of this Ordinance to the extent that the waiver is not inconsistent with THE Annotated Code of Maryland if:
1. Geographic differences or unique local conditions justify the waiver.
  2. The waiver would not threaten the health, or safety, OR WELFARE of a tenant or THE PUBLIC occupant.

Section 14. Validity

- A. If any section or part of a section of this Ordinance shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance.
- B. This Ordinance shall not effect violations of any other ordinance, code or regulation existing prior to the effective date hereof, and any such violation shall be governed and shall continue to be punishable to the full extent of the law under the provisions of these ordinances, codes or regulations in effect at the time the violations were committed.

Section 15. Rules and Regulations

The Town Council shall pass such rules and regulations as are consistent with the purpose, intent and enforcement of this Ordinance.

Revised: May 4, 1993  
Revised: December 8, 2004  
Revised:

**Resolution No.**  
**Ordinance 120 – Licensing of Rental Housing Fine Schedule**

**WHEREAS**, the Mayor and Town Council has determined that Ordinance 120 – Licensing of Rental Housing requires a fine schedule for violations thereof; and

**WHEREAS**, Section 402 of the Town Charter of the Town of Berwyn Heights vests the Mayor and Town Council with authority to establish and enact such fines; and

**WHEREAS**, the Mayor and Town Council adopted amendments to Ordinance 120 – Licensing of Rental Housing at its Town Meeting on \_\_\_\_; and

**NOW, THEREFORE, BE IT RESOLVED AND, IT HEREBY IS RESOLVED**, that the Mayor and Town Council this \_\_\_ day of \_\_\_\_ does hereby adopt the following Ordinance 120 – Licensing of Rental Housing fine schedule.

**BE IT FURTHER RESOLVED** that the fine schedule to amended Ordinance 120 – Licensing of Rental Housing adopted at the Town Meeting on the \_\_\_ day of \_\_\_\_\_ shall become effective \_\_\_\_\_.

**Licensing and Registration Violations**

Ordinance 120 requires rental property owners or agents to file a rental housing license application ~~and a floor plan of the dwelling~~. Whenever a property owner or agent fails to file or complete the required forms, the property owner may be fined as follows:

~~Failure by property owner or property manager of owner occupied dwelling to apply for or renew an annual rental housing license~~ \_\_\_\_\_ \$200

Failure by property owner ~~of non-owner occupied dwelling~~ to apply for or re-new an annual rental housing license \_\_\_\_\_ \$400

*There is no less of an administrative burden to achieving compliance based on whether the rental is owner/family occupied or not.*

~~Failure by owner of non-owner occupied dwelling occupied by only family members to register~~ \_\_\_\_\_ \$100

Failure to provide all required rental license application information \_\_\_\_\_ \$100 \$200

~~Failure to file required floor plan~~..... \$100

~~Failure to file Housing Disclosure Form~~..... \$100

~~Failure to provide required Housing Disclosure Form information~~..... \$100

~~Failure to file Tenant's Rights and Responsibilities Disclosure Form~~..... \$100

Fines may be doubled for each additional twenty (20) business days or portion thereof that the property owner is in violation of Ordinance 120

**Crashing Violation**

~~Whenever there is a violation of the crashing provision of Ordinance 120 as defined in Section II of Ordinance 120, the owner may be fined as follows:~~

<del>For the first occurrence in any given calendar year.....</del>	<del>.....</del>	<del>\$100.00</del>
<del>For the second occurrence in any given calendar year.....</del>	<del>.....</del>	<del>\$200.00</del>
<del>For the third and each successive occurrence in any given calendar year.....</del>	<del>.....</del>	<del>\$300.00</del>

**Missed Inspection and Re-Inspection Appointment Violation**

Whenever the property owner or agent misses a scheduled appointment for an inspection or re-inspection, the property owner may be fined as follows:

First missed appointment in any given calendar year	\$25	\$50
Second missed appointment in any given calendar year	\$50	\$75
Third and each successive missed appointment in any given calendar year	\$75	\$100

**Nuisance Behavior Violation**

~~Whenever there is a violation of the nuisance behavior provision of Ordinance 120 as defined in Section II of Ordinance 120, the owner may be fined as follows:~~

<del>For the first occurrence in any given calendar year.....</del>	<del>.....</del>	<del>\$100.00</del>
<del>For the second occurrence in any given calendar year.....</del>	<del>.....</del>	<del>\$200.00</del>
<del>For the third and each successive occurrence in any given calendar year.....</del>	<del>.....</del>	<del>\$300.00</del>

~~Whenever any person being the occupant, tenant, or otherwise having any control to any degree of premises who either sponsors, conducts, hosts, invites, suffers, permits or continues to allow a gathering, which is or becomes a nuisance as defined in Section II of Ordinance 120, then any person being the occupant, tenant, or otherwise having any control to any degree of premises may be fined as follows:~~

<del>First occurrence in any given calendar year.....</del>	<del>.....</del>	<del>\$100.00</del>
<del>Second occurrence in any given calendar year.....</del>	<del>.....</del>	<del>\$200.00</del>
<del>Third and each successive occurrence in any given calendar year.....</del>	<del>.....</del>	<del>\$300.00</del>

~~Town reserves the right to either revoke or deny renewal of rental housing license for violation of this provision of the Ordinance.~~

**Public Nuisance Violation**

Whenever any person being the property owner, occupant, tenant, or otherwise having any control to any degree of premises who either creates, encourages, invites, suffers, permits or continues to allow a public nuisance pursuant to Ordinance 120, then the property owner may be fined as follows:

First occurrence in any given calendar year	\$100	\$200
Second occurrence in any given calendar year	\$200	\$400
Third and each successive occurrence in any given calendar year	\$300	\$600



**Remedial Violations**

In cases where remedial action by the property owner or agent is required and appropriate, the property owner or agent will have twenty (20) business days from date of notice to correct the violation.

Failure to correct violation within twenty (20) business days of first notice	\$100 \$200
Failure to correct violation within twenty (20) business days of second notice	\$200 \$250
Each additional ten (10) business days thereafter	\$200 \$250
Failure to contact for inspection or re-inspection within ten (10) business days of first notice of violation	\$100 \$200
Failure to contact for an inspection or re-inspection within ten (10) business days of second notice of violation	\$200 \$250
Each additional ten (10) business days thereafter	\$200 \$300

**All Other Violations**

In cases where action by owner is required and appropriate, the property owner may be fined as follows:

Failure to correct violation within twenty (20) business days of first notice	\$100 \$200
Failure to correct violation within twenty (20) business days of second notice	\$200 \$250
Each additional ten (10) business days thereafter	\$200 \$250
Failure to contact for inspection or re-inspection within ten (10) business days of first notice of violation	\$100 \$200
Failure to contact for an inspection or re-inspection within ten (10) business days of second notice of violation	\$200 \$250
Each additional ten (10) business days thereafter	\$200 \$300

**Liens**

Failure to pay any fine(s) set forth in this Fine Schedule will result in the amount of any fine(s) imposed being recorded as a lien against the property and be collected in the same manner as delinquent Town taxes.

**Revocation of or Denial to Renew Rental Housing License**

Town reserves the right to either revoke or deny renewal of rental housing license for violation(s) of Ordinance 120.

By Order of the Mayor and Town Council

\_\_\_\_\_  
Cheryl Jewitt  
Mayor, Town of Berwyn Heights

ATTEST:

\_\_\_\_\_  
Kerstin Harper, Town Clerk