

Rental Property Inspection Checklist

- All areas are free from trash and rubbish and property is in clean, sanitary condition
- Weeds and grass are maintained and are trimmed to less than ten inches
- All areas are free from rodent infestation and harborage
- Exhaust vents are discharging properly
- Accessory structures, including fences, sheds, garages and retaining walls are maintained in good condition
- Unlicensed and/or uninspected vehicles are not kept on the premises
- The property is free of graffiti
- Swimming pools and spas are kept in clean and sanitary condition and have the appropriate necessary enclosures or covers
- Street number identification required for fire and safety emergencies must be clearly visible from the street
- The general property maintenance of the interior and exterior must be in good condition, i.e. no excessive peeling or chipping of paint, no holes in any portion of the building, the entire structure is weather tight, etc.
- The roof and flashing shall be free of any defects that would admit rain
- All areas of the property , including common areas, are provided with adequate lighting and ventilation
- Occupancy limitations are met
- Adequate running water is provided
- An adequate supply of heat is provided
- At least one (1) smoke detector in each of the following locations:
 - In each bedroom
 - Outside of each bedroom in the immediate vicinity of that bedroom
 - On every floor or level of the dwelling unit, including basements, attics, and crawl spaces
- All required exits must be clear of obstructions and in good working order. Required exit signs and lights must be in place in in working order
- Portable fire extinguishers should be placed in all common areas of apartment buildings. Additionally, each dwelling unit should be provided with at least one portable fire extinguisher
- Electrical receptacles within kitchens, bathrooms, and laundry rooms must be a Ground Fault Circuit Interrupter (GFCI) receptacle. The general condition of all mechanical and electrical equipment must be in safe operating condition
- Railings must be securely installed on any staircase consisting of more than four (4) steps
- Staircases that exceed forty (40) inches in width are required to have handrails along both sides of the staircase
- Any deck, patio, platform or landing that is thirty (30) inches or more above the ground, requires a railing at least thirty-six (36) inches high which must be enclosed to prevent the passage of an object four (4) inches or more in diameter through the railing

The above list is not complete and should not be used as an exclusive guideline. Any additional questions concerning the code requirements should be directed to Borough Hall at 610-376-7481.

BOROUGH OF WYOMISSING RENTAL UNIT PERMIT APPLICATION

Property Owner's Name:

Mailing Address:

Home Phone:

Office or Cell Phone:

Email:

Owner Date of Birth:_____

Owner Driver's License # or Federal EIN # for corporation owned property: _____

****A property manager that resides within 50 miles of the Borough is required if the property owner resides more than 100 miles outside of the Borough.****

Property Manager Name, Address and Telephone:

Address of Rental Property

Number of Units

Please return this form, a check for the applicable inspection fee, and a copy of the executed lease with the executed Addendum (included with your permit renewal notice), to Wyomissing Borough Hall.

Legal Terms: In applying for this permit, the applicant agrees to operate and maintain the rental unit described in the permit application in conformity with the ordinances, statutes and regulations of the municipality, county and state.

Applicant Signature: _____ Date: _____

APPENDIX A ADDENDUM TO RENTAL AGREEMENT

This Addendum to Rental Agreement is made this day of _____, _____, 20____, and is incorporated into and shall be deemed and amend and supplement the Rental Agreement made by the undersigned Tenant and Landlord, their heirs, successors and assigns, dated _____. The Rental Agreement and this Addendum pertain to the premises described in said agreement and located at _____

This Addendum is required by the Rental Property Maintenance Ordinance of the Borough of Wyomissing.

ADDITIONAL COVENANTS AND OBLIGATIONS

In addition to the covenants and obligations set forth in the aforementioned Rental Agreement, Tenant and Landlord hereby covenant and agree as follows:

A. Landlord's Covenants and Obligations:

1. Landlord shall keep and maintain the leased premises in compliance with all applicable Codes and Ordinances of the Borough of Wyomissing and all applicable State laws and shall keep the leased premises in good and safe condition.

2. The Landlord shall be responsible for regularly performing all routine maintenance, including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the leased premises, except for any specific tasks which the parties hereby agree shall be delegated to the Tenant and which are identified as follows

3. The Landlord shall promptly respond to reasonable complaints and inquiries from the Tenant.

4. The Landlord shall comply with all applicable provisions of the Landlord/Tenant Act of the Commonwealth of Pennsylvania.

B. Tenant's Covenants and Obligations:

1. Tenant shall comply with all applicable Codes and Ordinances of the Borough of Wyomissing and all applicable State laws.

2. Tenant agrees that the maximum number of persons permitted within the regulated rental unit at any time and the maximum number of persons permitted within the common areas of the leased

premises at any time shall be in accordance with the habitability requirements and occupancy limits provided for in the International Building Code as adopted by the Borough of Wyomissing, International Existing Building Code as adopted by the Borough of Wyomissing, International Fire Code as adopted by the Borough of Wyomissing, International Residential Code as adopted by the Borough of Wyomissing, Borough of Wyomissing Property Maintenance Code, and Borough of Wyomissing Zoning Ordinance.

3. Tenant shall dispose of all rubbish, garbage and other waste from the leased premises in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with the Borough of Wyomissing's Solid Waste and Recycling Ordinances.
4. Tenant shall not engage in any conduct on the leased premises which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Tenant permit others on the premises to engage in such conduct.
5. Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.
6. Tenant shall not engage in, nor tolerate nor permit others on the leased premises to engage in "disruptive conduct," which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by an occupant or guest of a rental unit that is so loud, untimely (as to hour of day) offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises including but not limited to activity which involves music or noise that is disruptive to persons occupying a different dwelling unit or audible from a street, sidewalk or dwelling from a minimum distance of 50 feet away from the premises where the sound is originating, and the activity which is the subject of criminal citation for Disorderly Conduct or which is an offense under the Pennsylvania Crimes Code or Liquor Code or which causes damage to said premises such that a report is made to a police officer and/or a code official, complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or behavior constitutes a criminal offense, or that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a code official or a police officer shall investigate and make a determination that such activity did occur, and shall have kept written records including a disruptive conduct report, of such occurrences."
7. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Codified Ordinances of the Borough of Wyomissing including, but not limited to, the Housing Ordinance/Code, the Health Code, the Property Maintenance Code and the Solid Waste and Recycling Ordinances, and that the issuance by a Code Enforcement Officer or Police Officer of the Borough of Wyomissing of three disruptive conduct reports in any 12-month period relating to the leased premises shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, Landlord shall have the right and option to pursue any and all of the following remedies:

- a. Termination of the rental agreement without prior notice; and
- b. Bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs; and
- c. Bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney's fees and costs; and
- d. Bring an action for damages caused by Tenant's breach, including reasonable attorney's fees and costs.

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

Landlord

Tenant

Landlord

Tenant

Landlord

Tenant