

TABERNACLE TOWNSHIP RENTAL UNIT APPLICATION

EFFECTIVE AUGUST 25, 2014, ORDINANCE 2014-4 REQUIRES THE OWNER OF ANY/ALL RENTAL PROPERTY TO FILE A REGISTRATION STATEMENT **ON OR BEFORE JANUARY 15TH OF EACH CALENDAR YEAR** AND THIS REGISTRATION WILL EXPIRE ON JANUARY 14TH OF EACH YEAR. IN THE EVENT A TENANCY CHANGES DURING THE YEAR, THE OWNER SHALL WITHIN 30 DAYS OF THE CHANGE IN TENANCY, PROVIDE AN UPDATED RENTAL PROPERTY REGISTRATION STATEMENT FOR EVERY RENTAL UNIT IN WHICH A CHANGE IN TENANCY HAS OCCURRED. THIS IS IN ADDITION TO THE REQUIREMENT FOR OBTAINING A CERTIFICATE OF OCCUPANCY FOR THE CHANGE OF TENANCY.

REQUIREMENTS OF OWNERS OF RENTAL PROPERTY

Prior to offering a Rental Unit to the public for rent, the Owner of the Rental Unit shall file an annual Rental Property Registration Statement with the Township Clerk. Once received along with the required registration fee by the Township Clerk, the statement shall constitute a valid license to operate the described rental unit for the prescribed term. The Township Clerk shall provide a copy of all valid licenses to the Township Construction and Zoning Officials, the Fire Chief, the Rescue Squad Chief and to the local School Boards.

The filing of such a Registration Statement shall be in lieu of filing any Business Registration otherwise required for the rental unit by the owner of the rental unit pursuant to Tabernacle Township Revised Ordinances at Section 4-5. All dwelling units/trailers which are properly registered in any mobile home park and all temporary farm labor housing units are exempt from any requirement to file a Rental Property Registration Statement as such is required hereunder.

INSPECTION OF RENTAL PROPERTY

All Rental Properties may be inspected by persons or agencies duly authorized by the Township for inspections for purposes of determining Zoning Ordinance compliance and to determine if the Rental Property or Rental Unit complies with applicable ordinances, statutes and regulations, including but not limited to, the Property Maintenance Code, Health Code, Housing Code and Fire Code. Nothing contained in this section shall limit the Operator's obligation to make payment of the Registration Statement fee and to file Registration Statement(s) in compliance with Sections II.

TIMING AND LOCATION OF INSPECTIONS

The Township shall provide notice to affected Operators at the address given on the Registration Statement, of the scheduling of inspections. In that notice, the Township shall identify each property to be inspected and the date and time that the property will be subject to inspection. Absent good cause shown by the Licensed Registered Operator, the inspection of the identified Rental Property shall take place on the noticed date and time. Notice of the inspection schedule shall be made by mailing the Operator's authorized agent such notice. It shall be the obligation of the Operator to notify the tenant of the scheduled inspection.

REQUIREMENT TO COOPERATE

Upon proper notice, the Operator and tenant(s) shall make the Rental Property available for such inspections. The Operator and tenant(s) have a duty to cooperate in facilitating these inspections. It is understood that it may be necessary to reschedule inspection appointments based on scheduling conflicts with the operators and/or the tenants. Inspection appointments may be changed upon two weeks' notice. In the event a mutually convenient time and date cannot be agreed upon between the tenant, operator and inspector, the inspector shall have the authority to schedule the appointment to meet the inspector's schedule and the Operator shall cooperate and allow the inspection.

METHOD AND COST OF INSPECTION

Inspections shall be made in accordance with the consent of the occupant(s) who is/are of legal age to grant such consent, or, absent tenant consent, with the Operator's consent or with a court order, unless there is reason to believe that a violation exists which poses an immediate threat to health or safety, requiring inspection and abatement without delay. Failure to grant consent on the part of the Operator after proper notice shall constitute a violation of this ordinance.

FAILURE TO MEET STANDARDS AND RIGHT TO CURE

In the event that the inspection(s) of a Rental Property does not result in a satisfactory result, the Operator shall cause all necessary repairs or corrections to be made as per the Township notice of violation or provide proof that the Operator has commenced legal or administrative proceedings to cure the violation. Prior to the issuance of a summons, the Operator shall have, consistent with state statute, thirty (30) days to cure non-health and safety related violations and ten (10) days to cure health and safety related violations, other than overcrowding, for which a summons may issue immediately. An Operator's failure to make repairs or corrections within the required time period may be deemed a violation of this Ordinance and every day that the violation continues shall constitute a separate and distinct violation subject to the penalty provisions herein.

OCCUPANCY

No person shall occupy or reside in any Rental Unit, nor shall the Operator permit occupancy of any Rental Unit unless the Rental Property is properly registered and the Rental Unit is identified on a properly filed Rental Property Registration Statement.

NOTICE OF OCCUPANCY

The Township shall maintain and the Operator shall post the maximum number of occupants for a Rental Unit in a conspicuous area within the Rental Unit. In every written lease for each Rental Unit, the Operator shall include a statement setting forth the maximum number of residents permitted in the unit and the location of designated and permitted sleeping areas.

VIOLATIONS

It shall be a violation of this Section for any person to (a) fail to file the Rental Property Registration Statement; (b) fail to post and provide the appropriate Notice(s) of Occupancy; (c) fail to cooperate with the municipality in scheduling a requested inspection; and (d) permit a Rental Property or Rental Unit to be occupied in a manner which constitutes a nuisance.

VIOLATIONS AND PENALTIES

Failure to comply with any of the provisions of this Chapter may result in the imposition of a fine in the amount of not more than \$1,250.00. In addition to the fine set forth above, the Court may impose imprisonment for a term not exceeding 90 days, or a period of community service not exceeding 90 days, or both. It shall be deemed a separate and distinct violation, subject to the penalty provisions of this Ordinance, for each and every day that such violation continues and for each and every rental property and/or rental unit for which the violation continues.

DATE OF REGISTRATION: _____ REGISTRATION NUMBER: _____

PROPERTY ADDRESS: _____

UNIT#, FLOOR # OR DESCRIPTION: _____

BLOCK: _____ LOT: _____ FLOOR PLAN PROVIDED: YES _____ NO _____

HEATING SOURCE (CIRCLE ONE): NATURAL GAS ___ / ELECTRIC ___ / FUEL OIL ___ / OTHER _____

FUEL OIL PROVIDER: _____ PHONE #: _____

OWNER OF RECORD PROPERTY INFORMATION	
NAME OF OWNER OF RECORD:	
MAILING ADDRESS:	
AGENT OR CONTACT NAME:	
DIRECT LINE PHONE NUMBER OF OWNER:	

MANAGING AGENT INFORMATION (REQUIRED)	
NAME:	
MAILING ADDRESS:	
PHYSICAL ADDRESS (IF DIFFERENT FROM MAILING):	
NAME OF AGENT/CONTACT:	
DIRECT LINE PHONE NUMBER OF AGENT OR CONTACT:	
EMAIL:	

ADULT TENANT INFORMATION

TENANT NAME: _____ PHONE: _____ GENDER: M F

TENANT NAME: _____ PHONE: _____ GENDER: M F

TENANT NAME: _____ PHONE: _____ GENDER: M F

TENANT NAME: _____ PHONE: _____ GENDER: M F

TENANT NAME: _____ PHONE: _____ GENDER: M F

OFFICE USE ONLY

DATE RECEIVED: _____ AMOUNT: \$ _____

TAXES CURRENT: _____ HOUSING OFFICIAL APPROVAL: _____

INSPECTION DATE: _____ INSPECTED BY: _____

NOTES: _____
