

Legislation Text

File #: 160687-AAA, Version: 4

Amending Title 6 of The Philadelphia Code, entitled "Health," to require disclosure of lead hazards, including lead service lines, and making technical changes, all under certain terms and conditions.

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

WHEREAS, Lead water service lines and lead plumbing components can cause water to be contaminated; and

WHEREAS, Lead, even at low levels can impair children's brain development, slowing their growth and development, damaging hearing and speech, and making it harder to pay attention and learn; and

WHEREAS, The City Council of Philadelphia in 2011 enacted Bill Number 100011-AA to require a certification that a property is lead free or lead safe from paint hazards before it may be rented to a tenant; and

WHEREAS, The City Council of Philadelphia's joint committees on Children and Youth and Public Health and Human Services held a hearing pursuant to Resolution 160089 on March 21, 2016 on the issue of preventing exposure to lead in household water service lines; and

WHEREAS, In order to be comprehensive in efforts to eradicate all lead based hazards whether found in paint or water, the City Code must be amended to at a minimum assure that tenants know of the potential hazards of lead contamination that comes from lead service lines or plumbing components, now therefore,

SECTION 1. Title 6 of The Philadelphia Code is amended as follows:

TITLE 6. HEALTH.

* * *

CHAPTER 6-800. LEAD [PAINT] DISCLOSURE

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§ 6-802. Definitions.

In this Chapter, the following definitions shall apply:

* * *

(5) Lead-based [Paint] Hazard. Any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces or impact surfaces, *or lead service lines or plumbing components* that would result in adverse human health effects as established by the appropriate Federal agency or the Philadelphia Department of Public Health.

* * *

(10) *Lead Plumbing Component.* Any pipe, pipefitting, plumbing fitting, solder, flux or fixture through which drinking water may pass that is not lead-free within the applicable standard set pursuant to the Safe Drinking Water Act, 42 U.S.C. § 300g-6.

(11) *Lead Service Line.* A service line made of lead which connects the water main to the building inlet and any lead fitting which is connected to such lead service line.

[(10)] (12) * * *

[(11)] (13) * * *

[(12)] (14) * * *

[(13)] (15) * * *

§ 6-803. Lead Disclosure Obligation.

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(3) Rental Protections.

(a) No lessor shall enter into a lease agreement with a lessee, other than a renewal lease, to rent any Targeted Housing, or a unit in such Targeted Housing, unless (.1) he or she provides the lessee with a valid certification prepared by a certified lead inspector stating that the property is either lead free or lead safe; and (.2) the lessee acknowledges receipt of the certification by signing a copy.

(a.1) No lessor shall enter into a lease agreement with a lessee to rent any residential housing unless (.1) the lessor provides the lessee with a current pamphlet produced by the City that describes best practices for reducing the risk of lead exposure from lead service lines and lead plumbing components; and (.2) the lessor discloses to the lessee the existence of any known lead service line.

* * *

(c) Upon entering into [such] a lease agreement for Targeted Housing, the lessor shall (.1) provide a copy of the signed certification to the Department of Public Health; and (.2) provide to the tenant, in addition to any written notifications required by applicable laws, a written notification advising the tenant to perform a visual inspection of all painted surfaces periodically during the term of the lease, and advising that the tenant may inform the lessor of any cracked, flaking, chipping, peeling, or otherwise deteriorated paint surfaces. * * *

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§ 6-804. Right to Conduct Independent Inspection or Risk Assessment and Right to Rescind.

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(2) Every lease, whether oral or written, [of residential housing constructed prior to 1978,] shall

provide in writing, that the lessee has a ten (10) day period [(unless the parties agree in writing to a different period of time),] during which time the lessee may, at the lessee's expense, obtain a comprehensive lead inspection and risk assessment from a certified lead inspector. [Should] *In the case of residential housing constructed prior to 1978, should the inspection reveal lead-based paint or lead-based paint hazards on the premises; or in the case of any residential housing, should the inspection reveal a lead service line or lead plumbing components*, the lessee may terminate the lease within two business days of the receipt of the inspection report, with all moneys paid on account to be refunded to the lessee. Failure of the lessee to obtain such inspection within the permitted ten days and/or failure to terminate the lease upon a finding of lead-based paint or lead-based paint hazards *or a lead service line or lead plumbing components* within the two-day period will constitute a waiver of the right to conduct an independent inspection and the lease will remain in full force and effect.

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§ 6-805. Lead Warning Statement.

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(2) [Every rental agreement] *Rental agreements* for residential housing [constructed prior to 1978] shall contain the following lead warning [statement] *statements, as applicable*, in large type:

For residential housing constructed prior to 1978:

"Every lessee of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavior problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The lessor of any interest in residential real property is required to disclose to the lessee the presence or absence of any lead-based paint and/or lead-based paint hazards. [A] *In residential housing constructed prior to 1978, a comprehensive lead inspection or risk assessment, for possible lead-based paint and/or lead-based paint hazards is recommended prior to lease.*"

For all residential housing (including housing constructed prior to 1978):

"Every lessee of any interest in residential property is notified that any residential dwelling, regardless of construction date, may have a lead water service line or lead plumbing components. Regardless of the construction date, the Lessor of any interest in residential real property is required to disclose to the lessee the known existence of a lead water service line. You are advised to read the pamphlet containing information on lead water service lines and lead plumbing components provided at the time of entering into the lease."

* * *

§ 6-809. Remedies.

* * *

(2)

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[(a) Any lessee who has not received disclosure shall first notify the lessor of the non-compliance in writing. The lessor shall have ten (10) days to remedy the non-compliance after which his/her failure to comply shall entitle the lessee to bring a court action for all appropriate relief.]

* * *

§ 6-810. Remedies Not Excluded.

(1) Nothing in the above provisions shall relieve the seller or lessor of the duties to abate any lead-based paint hazards in the housing required by law or regulation, *or, if at any time required by law, a lead service line or lead plumbing components*, or any other duties otherwise established by law to protect against lead-based paint hazards, *lead service lines, or lead plumbing components*. The seller or lessor is also not relieved of any liability for damages or other relief under any applicable law or legal theory arising from the disclosure of lead-based paint, *lead service lines, or lead plumbing components* in the housing.

* * *

(3) The inclusion of a provision in a document related to the sale or rental of housing which would preclude the sale or rental to a family with children because the housing contains lead-based paint or lead-based paint hazards, *or, in the case of rentals, lead service lines or lead plumbing components*, is prohibited. Any seller or lessor who attempts to preclude the sale or rental of housing to a family with children because of the existence of lead-based paint or lead-based paint hazards *or, in the case of rentals, lead service lines or lead plumbing components*, shall, in addition to any other legal actions, be subject to the penalties provided in Section 6-811 below.

* * *

§ 6-812. Non-Waiverability.

Any attempted waiver of this Ordinance [by the lessee or buyer, other than the provisions of Section 6-804 concerning the right to obtain an independent inspection,] shall be void and unenforceable. Similarly, the passage of time during the term of a lease or so long as the lessee lawfully occupies the property, shall not constitute a waiver of this Chapter.

SECTION 2. This Bill shall be effective 30 days after the Bill becomes law.

Explanation:

[Brackets] indicate matter deleted.
Italics indicate new matter added.