



# County of Bucks

## DEPARTMENT OF CONSUMER PROTECTION / WEIGHTS & MEASURES

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### **LANDLORD-TENANT LAW**

Generally speaking, most aspects of a landlord-tenant relationship are controlled by the Landlord and Tenant Act of 1951 (68 P.S. 250.101). (Amended July 1995)

#### **A. LEASES**

A lease between a landlord and a tenant is a contract to rent property. Like most other contracts, it can be oral or in writing. Since almost all the important terms of the rental are in the lease, it is important to read it carefully before signing. Neither you nor your landlord may change or break a lease while it is in effect unless the other person agrees.

If the tenant wants to move out, the tenant should check the lease. If there is a written one, check to see whether the tenant must give the landlord notice, and if so, how many days notice is required before leaving. Most written leases automatically renew themselves unless the tenant gives written notice to the landlord several months before the end of the lease. Where the lease says nothing about giving notice, the tenant is not technically required to give the landlord notice, as long as the tenant moves out when the lease ends.

If a landlord wants a tenant to move out, the landlord must follow the notice requirements of any written lease. If there are no notice requirements stated in the lease or the lease is oral, then the landlord must give the tenant:

- Fifteen days written notice if the lease is for one year or less, for breach or expiration of the lease (such as a month-to-month lease);
- Thirty days written notice if the lease is for more than one year for breach or expiration of the lease;
- Ten days written notice if the tenant is behind in rent.

#### **B. SECURITY DEPOSITS**

Residential security deposits are regulated by the Landlord and Tenant Act (68 P.S. 250.511 and 250.512). A security deposit is not the same as rent. It is money that actually belongs to the tenant but is held by the landlord for tenant-caused damages and sometimes past-due rent. Without the agreement of the landlord, a security deposit may not legally be used as the last month's rent.

The law places a limit on the amount of a security deposit that a landlord may charge. During the first year of a lease the landlord may not require a security deposit of more than two month's rent. At the beginning of the second year of a lease the landlord may not keep a security deposit equal to more than one month's rent and must return any money over one month's rent which the landlord still has. After five years the landlord cannot increase a security deposit even though the monthly rent is increased.

The Landlord-Tenant Act also regulates where residential security deposits must be kept and interest payments to the tenant on them. The security deposit must, however, be for more than \$100 or this part of the law does not apply. Security deposit monies in excess of \$100 must be deposited by the landlord in an approved bank and the tenant must be notified in writing where the deposit is located. Beginning with the third year of a lease the landlord must put security deposits over \$100 in an interest bearing bank account and at the end of the third year start giving you the yearly interest that the landlord receives from the bank, less a 1 percent fee that the landlord may keep. The landlord does not have to pay interest to the tenant during the first two years of the lease. A landlord may put up a bond instead of depositing security deposits in an escrow account. This bond guarantees that the tenant will get back the deposit with interest at the end of the tenancy.

To get the security deposit returned, the tenant must give the landlord, or his/her agent, a forwarding address **in writing** at or before the time the tenant actually moves out. Within 30 days after you move out the landlord must either return the security deposit or send you a list of damages, the cost of repairs and any money remaining from the security deposit. If the landlord fails to do so, you may: 1) Sue to recover the deposit without the landlord being able to raise any defense; or 2) Sue for double the amount of the security deposit. In this case, the landlord can counterclaim for damages to his property.

### C. **REPAIRS**

Under certain circumstances, a tenant may be able to take action where a landlord refuses to repair damages that were not caused by the tenant.

In cities of the first, second, and third class the Rent Withholding Act (35 P.S. 1700-1) states that where a dwelling is officially certified as "unfit for human habitation" by a local code authority or health department, a tenant may arrange to pay rent into an official escrow fund instead of to the landlord. If the property is recertified as "fit for human habitation" within six months, the escrowed rents go to the landlord. Otherwise at end of each six-month period the money goes to the tenant. Since procedures under this law are somewhat technical, the tenant should always contact a lawyer, tenant organization, or the local government before withholding rent.

Some townships, boroughs, and cities have local health or building codes. In addition, the Pennsylvania Department of Environmental Resources sets certain requirements. Where these standards are violated, the governmental units generally have the power to demand that the dwelling be repaired, and to impose fines if the landlord refuses. The tenant should contact the local government in order to find out whether it provides these inspection and enforcement services.

Recently the Pennsylvania Supreme Court announced another tenant remedy called the “implied warranty of habitability”. Since this remedy is based on a court decision, a tenant should **never** use it without the advice of a lawyer or tenant organization. Basically this doctrine states that no matter what a lease says, there is an automatic warranty or guarantee that a residential dwelling will be safe and sanitary. This does not mean that a landlord must supply a perfect property, though. Each case will eventually be decided by a court on its own merits. Before you can take advantage of this implied warranty you must be able to prove that you gave the landlord notice of the problem and that the landlord still did not fix the condition. A good way to later prove these things is by writing the landlord a letter listing the problems, keeping a copy, and sending the letter Certified Mail/Return Receipt Requested. You should also take photographs to document your case.

After these steps have been followed and where the landlord still does not make repairs, you may be able to:

- Cancel the lease and move out;
- Not pay some portion of the rent;
- Sue the landlord for damages; or
- Make the necessary repairs and deduct their cost from your rent.

If you take these steps, however, there is a good chance that the landlord may try to evict you. Until this court decision is more established, before using it you should always first talk to a lawyer or tenant organization.

#### **D. EVICTIONS**

Except in Philadelphia, evictions are regulated by the Rules of Civil Procedure for District Justices.

A tenant may be evicted if:

- The term of the lease for which the property was rented is over;
- The tenant is behind in the rent; or
- The tenant has broken some clause of the lease.

The landlord needs no reasons to evict the tenant if the landlord gives you proper notice that he or she wants the property back at the end of the lease. Special eviction procedures exist for criminal activity.

A landlord cannot evict or lock out a tenant without first going through court procedures. If a landlord evicts without following these court procedures, the tenant should go to a lawyer immediately. Before starting an eviction case in court, a landlord must first give written notice. As discussed before, the amount of notice depends on the lease, or whether the landlord claims rent is owed. When there is a written lease, it usually states the amount of notice to be given. If the tenant gets a notice from a court scheduling an eviction hearing, the tenant should try to contact a lawyer or a tenant organization. The tenant should go to the hearing with documents and witnesses and tell the tenant side of the story. **If the tenant does not go to the hearing the tenant will automatically lose and may be evicted.**

<b>Notice to Evict</b>	<b>Time Period</b>
<b>1. Lease has expired or a lease condition broken:</b>	
<b>If the lease term is for one year or less</b>	<b>15 days</b>
<b>If the lease term is more than a year</b>	<b>30 days</b>
<b>2. Failure to pay rent</b>	<b>10 days</b>
<b>3. Eviction based on drug conviction</b>	<b>10 days</b>
<b>4. Mobile home park tenant</b>	
<b>Expiration of the term, or lease condition broken:</b>	
<b>If the lease is for less than a year, or an indeterminate term</b>	<b>30 days</b>
<b>If the lease is for one (1) year or longer</b>	<b>3 months</b>
<b>Failure to pay rent. If notice is given April 1-August 31</b>	<b>15 days</b>
<b>If notice is given September 1-March 31</b>	<b>30 days</b>
<b>Legal Proceedings</b>	<b>Time Period</b>
<b>District Justice schedules a hearing</b>	<b>7-10 days after LL files complaint</b>
<b>The District Justice will enter judgment at the conclusion of the hearing or within...</b>	<b>3 days</b>
<b>The Landlord can request an order of possession</b>	<b>After the 10<sup>th</sup> day Following judgment</b>
<b>The officer executing the order of possession can evict if the occupants remain on the premises more than...</b>	<b>10 days after service of the order</b>
<b>Appeal to Common Pleas</b>	<b>Time Period</b>
<b>If the judgment affects the delivery of possession of residential property, appeal within...</b>	<b>10 days after judgment</b>
<b>If the judgment is for money alone, or for possession of non-residential property, appeal within...</b>	<b>30 days after judgment</b>

**E. BUYING UTILITIES FROM A LANDLORD OR A COMPANY THAT IS NOT A REGULATED UTILITY**

The resale of Public Utility Services Act (66 Pa. C.S.A. 1313) regulates the resale of utilities by companies that are not regulated utilities. Often a tenant in an apartment building or mobile home park will have utilities included in rent. The tenant must separately buy such things as electricity from the landlord who purchases it in bulk from a public utility and then resells it through individual meters to each tenant. If a landlord has this type of system, this law requires that the rate which the landlord charges tenants may not be more than the rate which that public utility could have charged the tenant for the same type of service if the tenant had been able to purchase directly from the utility. For example, the landlord cannot make you pay more for a kilowatt of electricity than the local public utility could have legally charged you. Violation of this law is a crime prosecuted by local district attorneys. Tenants may file a private criminal complaint.

**F. RIGHT OF TENANT TO INVITE GUESTS AND BUSINESS PERSONS**

The Tenement Buildings and Multiple Dwelling Premises Act (68 P.S. 250.501-A) gives tenants the right to invite social guests for reasonable periods of time and to have business visitors in their apartments, dwelling unit, or mobile home without the interference of the landlord. The law also requires landlords maintain common areas such as hallways and that tenants and their guests comply with those laws which apply particularly to tenants.

**G. LOCAL ORDINANCES**

There are a large number of local ordinances that regulate landlord-tenant affairs. These laws include building, fire and health codes, fair housing laws, and landlord registration ordinances. Tenants should find out what special laws their local area may have.

**The law often changes. Each case is different. This information is meant to give you general information and not to give you specific legal advice.**

## **A CHECKLIST FOR RENTERS**

You can use the list of questions below to check an apartment before you move in. With some exceptions, you can use it to log complaints about apartment conditions stemming from a landlord's failure to perform proper service or maintenance. Some questions cannot be answered by simple observations and may require interviewing tenants of other apartments in the building or asking the opinion of an expert knowledgeable in building problems (an architect or engineer).

1. What is the rent per month?
2. Is a security deposit required? If so, how much, and under what conditions is it held?
3. Does the lease say rent can be increased if real estate taxes are raised, sewer or water assessments are hiked, or for any other reason?
4. Do you pay extra (how much) for such things as utilities, storage space, air-conditioning, parking space, master TV antenna connection, use of recreation areas (such as pool or tennis courts), installation of special appliances, late payment of rent, etc.?
5. Read the lease carefully. Mark any provisions that seem especially objectionable to you and try to have them removed from your lease. List also the provisions (not included) that you would like such as a sublet clause. Try to have these added.
6. Assess the maintenance services: Is there a resident superintendent? Are maintenance hours (for usual services) restricted? How is an emergency handled?
7. How is refuse disposal handled? Are facilities easily accessible? Are they well kept and clean?
8. Laundry facilities: How many washers and dryers are available? Are they in good working order? (A washer and dryer for every 10 apartments is a good ratio).
9. Building lobby: Is it clean and well lighted? Does it have a lock or other security provisions? Is there a doorman? If so, for how many hours a day? How are deliveries handled?
10. Entrance and exit: Is an elevator provided? If so, is it in good working condition? Are the stairs well lit and in sound condition? Are fire exits provided? Is there a fire alarm or other warning system?

- 11. Hallways:** Are they clean and adequately lit? Are they otherwise in good condition?
- 12.** Are there signs of insects present? Of mice and rats?
- 13. Bathroom(s):** Are the plumbing fixtures in good working order and reasonable clean? Does the hot water supply seem adequate? Are the tiles (if room is tiled) sound?
- 14. Kitchen:** Is the sink in good working order, reasonably clean and provided with drain stoppers? Does the stove seem to be in good working order and reasonably clean? Is the refrigerator in good working order? Does it have a separate door freezing compartment? If there is a dishwasher, is it in good working condition?
- 15. Air-Conditioning:** Is the entire building air-conditioned? If not, are there separate units and are they functioning properly (if it's summer)?
- 16. Wiring:** Are there enough electrical outlets? (Two or three to a room is the minimum). Do all the switches and outlets work? Are there enough circuits in the fuse box (or circuit breaker panel) to handle the electrical equipment you expect to install? (If there is a serious question, get an expert opinion).
- 17.** Does the heating system seem to be in good working order? Is it providing adequate heat (if it's winter)?
- 18.** Is there a fireplace? If so, are there any signs (such as smoke stains) that it has not worked properly?
- 19. Windows:** Are any broken? Can they be opened and closed easily? Are screens provided? Are there any drafts around the window frame? Does the landlord arrange for the outside of the windows (in high-rise buildings) to be cleaned? And if so, how often?
- 20. Floors:** Are they clean? Are they marred or gouged? Do they have any water stains indicating previous leaks?
- 21. Ceilings:** Are they clean? Is the plaster cracked? Is the paint peeling? Do they have any water stains indicating previous leaks?
- 22. Walls:** Are they clean? Is the plaster cracked? Is the paint peeling? Does the paint run or smear when rubbed with a damp cloth?
- 23. Telephone:** Are phone jacks already installed? Are they in convenient locations?
- 24. Television:** Is TV (or hi-fi) playing forbidden at certain hours? Is an outside antenna connection provided? Is there a cable-TV connection?

- 25.** Is ventilation adequate? Is there an exhaust fan in the kitchen?
- 26.** Lighting: Are there enough fixtures for adequate light? Are the fixtures in good working order? Does the apartment get reasonably adequate natural light from the windows?
- 27.** Storage space: Is there adequate closet space? Are there enough kitchen and bathroom cabinets? Is there long-term storage space available in the building for your use?
- 28.** Security: Does the entry door have a dead-bolt lock? A security chain? A through-the-door viewer.
- 29.** Soundproofing: Do the walls seem hollow (when thumped) or solid? Can you hear neighbors upstairs, downstairs, or on either side of you?
- 30.** Outdoor play space: Is it provided? If so, are facilities well maintained?



## 10 RULES OF SECURITY DEPOSITS FOR TENANTS OF PENNSYLVANIA

1. Q. WHAT IS A SECURITY DEPOSIT?

- A. A security deposit is an amount given to the landlord prior to renting to protect the rented property from any damages that may occur while you rent.

2. Q. CAN THE LANDLORD USE THE SECURITY DEPOSIT TO PAY FOR NORMAL WEAR AND TEAR EXPENSES?

- A. The security deposit is used for damages (broken windows, appliances, etc.) to the apartment over and beyond a normal level of wear and tear. (A tenant, however, should always leave the apartment in as good or better condition as when first rented).

3. Q. ARE THERE LIMITS ON THE AMOUNT OF DEPOSIT THAT A LANDLORD CAN CHARGE?

- A. YES. During the **FIRST YEAR** of rent, your landlord cannot charge you more than two months rent as a deposit.

EXAMPLE: If your rent is \$200 a month, the most that a landlord can charge as a security deposit is \$400. At the beginning of the **SECOND YEAR** of a lease, the Landlord cannot require more than an amount equal to one month's rent.

EXAMPLE: If the rent is still \$200 the landlord must not keep more than \$200 as a deposit. He must refund any money over one month's rent, which was required during the first year. In many instances, however, the rent may have been increased to \$250 the landlord is entitled to keep \$250 and must refund \$150. After a tenant has rented for 5 years or more, the security deposit may not be increased when the rent increases.

EXAMPLE: If the rent at the end of 5 years is raised from \$300 to \$350, your security deposit remains at \$300.

4. Q. MUST THE LANDLORD PAY ME INTEREST ON THE SECURITY DEPOSIT?

- A. The landlord, during the 3<sup>rd</sup> and subsequent years, must deposit security deposits over \$100 into an interest bearing escrow savings account. The tenant must be paid the interest earned on his deposit every year, on the anniversary date of the Commencement of the lease.

5. **Q.** HOW DO I KNOW THE LANDLORD HAS PUT MY DEPOSIT IN AN INTEREST DEPOSIT?
- A.** Whenever the landlord puts a security deposit in an escrow account that bears interest he must notify the tenant in writing, giving the name and address of the institution holding the fund and the amount of deposit.
6. **Q.** CAN THE LANDLORD CHARGE ME ANYTHING FOR ADMINISTERING THIS ACCOUNT?
- A.** YES. The landlord may deduct from the tenant's interest payments 1% of the deposit for expenses in administering the account. The landlord may not take any other charge for such administration.
7. **Q.** CAN THE LANDLORD PUT UP A BOND INSTEAD OF CARRYING AN ESCROW ACCOUNT?
- A.** The landlord may put up a bond that guarantees that the tenant will get his deposit back on termination of the lease, plus interest, less cost of repairs.
8. **Q.** WHEN WILL I GET THE SECURITY DEPOSIT BACK?
- A.** When your lease expires and you have given proper notice to the landlord of your intention to terminate the lease, you must give the landlord an address to which the money can be sent. Keep a copy of the notice you sent to the landlord. Within 30 days after you have moved, the landlord must send to you the entire deposit or send to you an itemized list of the amount of damages deducted from the deposit and refund the balance.
9. **Q.** WHAT CAN I DO IF I DO NOT RECEIVE MY SECURITY DEPOSIT BACK OR A LIST OF DAMAGES WITHIN 30 DAYS?
- A.** If the landlord does not give you back your security deposit or a list of damages and a refund of the security deposit less the cost of the repairs within 30 days you may sue in District Court for double the amount of your security deposit. If you bring this kind of case, though, the landlord is then entitled to have the court deduct the amount of any damages that the landlord can prove you caused from the total judgment, in order to be able to sue for double your deposit, though, you must give your landlord written notice of your new address when you move out.
10. **Q.** CAN THE SECURITY DEPOSIT BE USED AS LAST MONTH'S RENT?
- A.** No. Unless your landlord specifically consents to using the security deposit as last month's rent (and for protection this should be in writing), a security deposit should not be used as last month's rent.

## **Is My Landlord Required to Provide Me with a Safe, Sanitary Home?**

Yes, in certain ways, although the tenant also has some responsibilities.

## **What Are The Landlord's Responsibilities?**

There are no set rules. However, generally, the landlord must provide:

- Drinkable water
- Heat (in cold weather)
- Working sewer system
- Safe, working electrical system
- Working smoke detector
- A lock for your door
- A home not filled with bugs
- A safe, sanitary condition of the structure of the home and outside area

This does not mean that the landlord has to pay for all these things, only that he or she must make sure they are available. For example, a tenant usually has to pay for his or her own electrical bills, unless they are specifically included in the rent amount.

## **Should I Move Into A Home Where There Are Problems, But the Landlord Promises That He Will Fix Them?**

That's a hard question to answer. Many people do move into places with bad conditions because the rent is so cheap and the landlord promises to fix it up. In many cases, however, the landlord never does what he or she promises.

You should probably be suspicious of places that are priced way below other similar places, especially if there are lots of problems. Don't sign the lease unless you get the landlord's promises in writing, and a deadline when the repairs will be finished. Specify all the problems in writing, and exactly what the landlord promises to do.

Do not sign any repair slips or papers about work done on your home until the work is completed. Sometimes a landlord will begin some repairs and will try to get you to sign repair slips. Do not sign until the repairs are finished and working to your satisfaction.

## **What Can I Do If There's A Serious Problem After I Move In?**

There are five things you **may** be able to do:

- A. Have the problem repaired and subtract the cost from your rent.
- B. Bring a lawsuit to get back part of the rent that you have paid plus other expenses.
- C. Withhold rent until the landlord makes repairs.
- D. Get a court order to try to make the landlord make the repairs.
- E. Move out.

Some of these can also be done in combination. All are described in detail below.

### **Repair and Deduct**

1. Repair and Deduct may be a good solution for you if:
  - Your problem is something specific that a repairman can fix; and
  - The cost of the repairs will be less than what you pay for your monthly rent.
2. Before you can get the problem repaired, your first step is to write to your landlord via certified mail, tell him about your problem(s), and ask him to fix it. **(See letter #1)** do not skip this step, you must tell him in writing, even if you already told him before about the problem.
3. Be detailed about the problem, explain how it affects your family's home, health, safety, cleanliness, etc. If you can, take pictures of the problem.
4. Before you get repairs done, make sure that other people have seen the problem and its affects, so that if you ever need to go to court, you'll have proof that the problem was serious. In addition, if you can get the repair people to describe the problems in their written estimates or receipts, that could be helpful.
5. Always keep copies of all your letters.
6. Next, give your landlord a reasonable time to do the repairs.
7. If he doesn't fix it, you need to write to him again via certified mail. Tell him that because he has not fixed your problem, that you plan to get the problem fixed yourself, and to subtract the cost from your rent, if he does not repair it immediately. **(See Letter #2)**.
8. If the landlord doesn't do anything within a day or two, call around and get about three written estimates of how much the repairs will cost. Choose the most reasonable priced company. Remember, you cannot spend more than your monthly rent.
9. Get the repairs done. Get a receipt. Then, when it is time to pay the rent, write to your landlord again, telling him that you had the repairs done, and how much money you spent. Give him a copy of your receipt, as well as copies of the other estimates you had gotten, so he can see you spent a fair amount. Subtract the amount you paid for repairs from your usual rent amount, and only pay your landlord the difference. **(See Letter #3)**.
10. **IMPORTANT:** Only spend the money on the repairs, not on anything else. The next month, you must go back to paying your usual rent amount.

## **B. Lawsuit For Back Rent and Other Expenses**

1. Bringing a lawsuit for back rent and other expenses may be a good solution for you if you're already spent your own money to get things repaired, or if you're moving out and think you deserve some back rent money because the home had serious problems. You can bring this kind of lawsuit whether you are staying in the home or moving out.
2. Prior to bringing this kind of lawsuit, make sure that you've notified the landlord of the problems (in writing), and given him a reasonable chance to fix them.
3. This solution means going to the District Justice and filling out lawsuit papers. You can get more information on how to do this from Legal Aid, the Consumer Protection Office or the court itself.
4. There are many things you can ask for in this lawsuit. For example, you can request:
  - a. Reimbursement for any money you've spent to repair the problem, or to repair damages to your property, or to make your place more livable under the circumstances;
  - b. Refund for part or all of your rent paid, for the time the problem made your home more livable under the circumstances;
  - c. Reimbursement for your extra utility costs, if your utility bills were unusually high because of the problem;
  - d. Reimbursement for any money you spent if you ever had to pay for temporary housing because of the bad conditions;
  - e. Reimbursement if you suffered some harm as a result of the bad conditions caused by the landlord.
5. Bring to court any photographs, which show the bad conditions. It would also be helpful for other people who have seen the bad conditions to come to your hearing and testify for you. If your local Housing Code Enforcement Office knows how bad the problems are, get him to testify at the hearing or make sure to bring their reports with you.
6. What you need to do at the hearing is prove to the court that:
  - a. These problems seriously interfered with your health, safety, cleanliness, etc;
  - b. These problems were your landlord's fault or responsibility; and
  - c. The landlord didn't fix the problems within a reasonable time after you told him about them.
7. Bring to the court all receipts for your expenses, back rent, utility bills, and anything else you are asking for reimbursement.

### C. Withholding Rent

1. Withholding rent may be appropriate for you only if:
  - a. Your repairs would cost more than one month of your rent; and
  - b. Your problems are so serious that your home is uninhabitable.

But be careful, because it is not often the most appropriate choice, and many courts do not look favorably on it. In addition, while you are withholding rent you should be looking for another place to live.

2. Examples of what would **not** be appropriate problems for withholding rent are torn carpeting, leaky faucets, toilets that won't stop running, cracked walls, or a normal amount of bugs. Examples of what **might** be appropriate are no hot water, no heat in the winter, dangerous conditions in the structure of your home, a seriously malfunctioning sewage system, or an extreme amount of rodent or other infestation.

3. The safest way to withhold rent to try to get the landlord to improve conditions is to put the rent money into a separate bank account from your other funds. This way, if your landlord tries to evict you or sue you for the money, you can prove to the court that you were not using the money for any other purpose.

4. The first step in this process would, again, be to write to your landlord via certified mail, tell him about your problem(s), and ask him to fix it. **(See Letter #1). Do not skip this step,** you must tell him in writing, even if you've already told him before about the problem.

5. Be detailed about the problem; explain how seriously it affects your family's home, life, health, safety, cleanliness, etc. If you can, also take pictures of the problem.

6. Always keep copies of all your letters.

7. Next, give your landlord a reasonable amount of time to do the repairs.

8. If he doesn't fix the problem, you need to write to him again via certified mail. Tell him that because he has not fixed your problem, your home is uninhabitable; and therefore, you intend to withhold your rent. Tell him that you will begin paying rent again after he fulfills his obligations as a landlord. **(See Letter #4).**

9. Do not spend this money. (To learn how to spend your money to make repairs, see "Repair and Deduct"). Put the money into a separate account. You can ask your local bank how to do this. This way, if your landlord takes you to court and wins a judgment against you, you will have money to pay it back.

## **D. Move Out**

- 1.** If a landlord does not provide for you certain things, such as a working sewer system, heat in the cold weather, or drinkable water, he may be violating what is called a “warranty of habitability.” In these situations, you may have the right to end your lease and move out.
- 2.** Do not just leave. If you plan to move out, you should first write to your landlord, tell him about your problem(s), and ask him to fix them. **(See Letter #1)**. Try to be detailed in your letter, explain how the problem affects your family’s home, health cleanliness, etc. Keep a copy of your letter.
- 3.** If he does not fix the problems within a reasonable amount of time, consult a third party for advice.

You should be aware that none of these options are perfect or easy winners. Any of them could cause your landlord to try to evict you. However, if your landlord is truly not providing you with safe, sanitary conditions, he cannot evict you solely for the purpose of getting back at you. But, if you do get eviction papers in the mail, call Legal Aid, Consumer Protection, District Court, or a lawyer for further assistance.

The law often changes. Each case is different. This information is meant to give you general information and not to give you specific legal advice.

## **SAMPLE LETTER #1**

**(PUT YOUR NAME & ADDRESS)**

Susan and Fred Tenant  
1234 Broad Street  
Anytown, Pa  
**February 5, 2003**

**(PUT YOUR LANDLORD'S NAME & ADDRESS)**

Mr. John Landlord  
2234 Main Street  
Anytown, PA

Dear Mr. Landlord:

**(SAY WHO YOU ARE)**

We are your tenants at the Low Rise Apartments on Broad Street; under a lease agreement dated November 20, 2002.

**(DESCRIBE YOUR PROBLEM)**

We are having a problem with our toilet and sewer system. Every time we flush the toilet, raw sewage backs up into our sinks and the bathtub. It's really unhealthy and unsanitary, especially because we have an 8-month-old infant.

**(TELL WHAT YOU'RE ASKING FOR)**

Please fix this problem as soon as you possibly can.

I look forward to your reply and a resolution to our problem, and will wait until **(set a time limit)** before seeking help from a third party.

Sincerely,

Susan and Fred Tenant



**SAMPLE LETTER #2**

**(PUT YOUR NAME & ADDRESS)**

Susan and Fred Tenant  
1234 Broad Street  
Anytown, Pa  
**February 5, 2003**

**(PUT YOUR LANDLORD'S NAME & ADDRESS)**

Mr. John Landlord  
2234 Main Street  
Anytown, PA

Dear Mr. Landlord:

**(TELL WHO YOU ARE)**

We are your tenants at the Low Rise Apartments on Broad Street; under a lease agreement dated November 20, 2002.

**(DESCRIBE YOUR PROBLEM)**

Since December 30, 2002, our apartment has had a very serious cockroach problem. The problem is so bad that we can't keep much food in the apartment; roaches even get into the refrigerator. The cockroaches are everywhere, including our beds. As a result, the apartment is uninhabitable.

**(SAY THAT HE HAS NOT FIXED THE PROBLEM)**

We wrote you about this problem before, on January 5. Despite this, you have not had anybody come to exterminate the apartment.

**(TELL WHAT YOU PLAN TO DO)**

This letter is notice to you that we plan to correct this roach infestation problem ourselves. If you do not correct this problem within 48 hours, we are going to hire an exterminator and subtract the costs from our next rent payment.

Thank you for your cooperation.

Sincerely,

Susan and Fred Tenant

**SAMPLE LETTER #3**

**(PUT YOUR NAME & ADDRESS)**

Susan and Fred Tenant  
1234 Broad Street  
Anytown, Pa  
**February 5, 2003**

**(PUT YOUR LANDLORD'S NAME & ADDRESS)**

Mr. John Landlord  
2234 Main Street  
Anytown, PA

Dear Mr. Landlord:

**(TELL WHO YOU ARE)**

We are your tenants at the Low Rise Apartments on Broad Street; under a lease agreement dated November 20, 2002.

**(SAY THAT HE HAS NOT FIXED THE PROBLEM)**

On January 5 and 20, we wrote you that there was a severe cockroach problem in our apartment, which makes the apartment unsanitary and uninhabitable. You saw how bad the situation is and did nothing, not even contact us, which is a breach of your implied warranty of habitability.

**(TELL WHAT YOU HAVE DONE AND HOW MUCH IT COST)**

On January 10 we called three local exterminators and asked for estimates of the costs for exterminating our apartment. We have enclosed copies of these estimates. On January 22, we hired Roach Busters, the lowest priced company, to come to our apartment and exterminate. The cost of this service was \$\_\_\_\_\_ for this month which equals the difference between our monthly rent amount and the cost of the extermination.

Sincerely,

Susan and Fred Tenant

Enclosures

**SAMPLE LETTER #4**

**(PUT YOUR NAME & ADDRESS)**

Susan and Fred Tenant  
1234 Broad Street  
Anytown, Pa  
**February 5, 2003**

**(PUT YOUR LANDLORD'S NAME & ADDRESS)**

Mr. John Landlord  
2234 Main Street  
Anytown, PA

Dear Mr. Landlord:

**(TELL WHO YOU ARE)**

We are your tenants at the Low Rise Apartments on Broad Street; under a lease agreement dated November 20, 2002.

**(DESCRIBE YOUR PROBLEM)**

This letter is to follow up on our December 2, 2002 letter to you asking for your immediate attention to the lack of hot water in our apartment, #5-B. Since December 1 we have been unable to use the apartment because the broken hot water heater did not allow us to wash ourselves, our dishes, cooking utensils and clothing.

**(SAY THAT HE HAS NOT FIXED THE PROBLEM AND THE APARTMENT IS UNINHABITABLE)**

We believe that the lack of hot water has made the apartment uninhabitable. You have an obligation as the landlord to provide us an apartment with hot water. By not repairing the defective hot water heater, and leaving us with uninhabitable apartment, you have failed your obligation resulting in breaking the lease.

**(TELL WHAT YOU PLAN TO DO)**

Therefore, we are not going to pay the rent for the month of January because of your failure to do the repair. The rent will be deposited into an escrow account at **(NAME OF BANK)** until the repair is made. We will begin rent payments again after you fulfill your obligations to repair and provide us with a habitable apartment.

Sincerely,

Susan and Fred Tenant

## **YOUR RIGHTS AND THE EVICTION PROCESS**

### **When Can My Landlord Sue to Evict Me?**

A landlord can sue you if you have not moved out after getting an eviction notice. But some tenants do not have the right to get an eviction notice - read on!

### **How Much Notice Does the Landlord Have to Give Me?**

It depends whether you have a written lease or just a verbal lease. If there is a written lease, the amount of notice is written in the lease. The written lease is allowed to say that the landlord doesn't have to give you any notice at all. It all depends what the lease says.

If you and your landlord just have a verbal agreement about renting your home, you are entitled to get a written notice if he wants to evict you. If the reason the landlord wants you out is because you are behind in rent, or if your eviction is based upon a drug conviction, the landlord must give you 10 days notice. If you are being evicted for other reasons, the landlord must give you 15 days notice if the lease is for one year or less, 30 days notice if the lease is for more than a year.

### **Should I Go To The District Justice Hearing?**

By all means, yes! Especially if you have a "defense" or "counterclaim" against your landlord. If you made an agreement with your landlord or your landlord said he was going to cancel the hearing, check with the court to determine if the hearing is cancelled. If you cannot go on the scheduled date, call the District Justice and ask if it can be rescheduled.

### **I Admit I Owe Rent But I Need More Time To Move.**

You have no right to demand more time in order to find a place and move. If you owe rent, your landlord has an absolute right to have you evicted. It doesn't matter whether you got behind in rent because you were sick and lost work or because you spent your money on other things.

### **My Situation Is Special - I Cannot Be Evicted, Right?**

Wrong. For example, even if you're a senior citizen or you have several children, you have the same responsibilities as other tenants. If you're behind in your rent or you broke your lease some other way, the landlord can evict you.

However, if your landlord has singled you out because of your age, sex, race, national origin, religion, disability or family status, you might have some special protections. Consult Consumer Protection, Legal Aid, Human Rights Commission or lawyer if this happens.

## **What Happens If I Cannot Pay A Money Judgment Against Me?**

The landlord has the option to “execute” against your belongings. This means a constable will come to your house and tag your belongings for sale (by giving you a notice or posting it on your door). This is called a “levy.” After a levy, you cannot move or sell your belongings. A sale will then be scheduled, you will get at least six (6) days’ notice.

## **Can I Stop A Sale Of My Belongings?**

You can stop or put off a sale in several ways. You can file a “Claim for Exemption” at the District Justice’s Office or the Sheriff’s Office. (The law allows you to claim the first \$300 from the sale of your belongings, or you can take \$300 in cash instead.) If you want to keep your belongings, the sale will be canceled and there will be a hearing by the District Justice to decide how much your belongings are worth. If the District Justice decides your belongings are worth more than \$300, the sale will be rescheduled.

To stop the sale, you can also pay the landlord the amount of the judgment. You should make payment through the constable, not directly to your landlord. Call the District Justice’s Office to arrange payment. Also, you can consider filing for bankruptcy. You need to consult a lawyer about this option. It may or may not be a good choice for you.

## **Is There Any Way To Stop My Being Evicted?**

If you are being evicted for the sole reason you are behind in your rent, the law allows you to pay the amount of the money judgment up to the time of the scheduled eviction and save your tenancy. You need to pay the money you owe to the constable, not directly to your landlord. If the judgment includes rent for the future, consult with a lawyer. This may not be legal.

If you don’t have the money to pay the judgment, you can try to make an agreement with your landlord to make payments over time. If you can come to an agreement, write it down and ask your landlord to sign it. That way you’ll have proof if the landlord tries to have you evicted anyway.

You may also be able to file for bankruptcy. You need to consult a lawyer about this option. It may or may not be a good choice.

## **How Much Time Do I Have After The Hearing To Move?**

It will be at least 21 days before you have to move out. The actual number of days depends on what the landlord does. He can do nothing until at least 10 days have passed following the District Justice’s decision. He can request an “Order of Possession” from the District Justice on the 11<sup>th</sup> day or any day after that.

The Landlord will send you the Order for Possession and a constable or sheriff will serve you with the Order by handing it to you or posting on your door. It will give you a final 10 days to move. On or after the 11<sup>th</sup> day following service of the Order for Possession, the constable or police can physically evict you if you haven’t moved out. They can change the locks and put your stuff outside.

### **My Landlord Has Threatened To Lock Me Out. Can He?**

The law does not allow a landlord to lock a tenant out without going to court first. If your landlord illegally locks you out (or turns off your heat or utilities), consult Consumer Protection, Legal Aid, Human Rights Commission or your lawyer immediately. With help, you may be able to force your landlord to let you move back in or turn your heat back on.

### **I Do Not Have Anywhere To Go. What Should I Do?**

You need to find a place for both you and your belongings. Do not leave your belongings behind. Your landlord is not required to keep them for you and if he does, he can charge you storage fees. (However, he cannot hold your belongings hostage for the rent you owe.) Call around to storage companies or make arrangements with family or friends to keep them for you.

The law often changes. Each case is different. This information is meant to give you general information and not to give you specific legal advice.

If you have not been able to get a new place to live, you can contact the local housing assistance centers. Here is a list of some and how to contact them.

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<b>Bucks County Opportunity Council</b>	Low income support services and self-sufficiency training	215-536-0353 215-345-3295 215-781-3930
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<b>Bucks County Housing Group</b>	Temporary shelter for homeless	215-598-3566
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<b>Emergency Outreach for Quakertown, Pennridge and Palisades (EQPP)</b>	Temporary shelter for homeless families	215-536-5676
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<b>Catholic Social Services</b>	Temporary shelter and food for homeless	215-945-2550
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<b>Bucks/Mont Center for Human Services</b>	Temporary shelter and food for homeless	215-491-9680
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<b>American Red Cross Lower Bucks Chapter</b>	Emergency Shelter	215-750-4350 215-949-1727
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<b>Pennridge Fellowship In Serving Humanity (FISH)</b>	Emergency Shelter	215-257-2911
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<b>Lower Bucks Salvation Army</b>	Food, clothing, housing and furniture	215-945-0717
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<b>Upper Bucks Salvation Army</b>	Food, clothing, housing and furniture	215-536-5564
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## **DEFENDING YOURSELF AT A DISTRICT JUSTICE HEARING**

### **What Is A District Justice?**

A District Justice is a locally elected official who can decide civil lawsuits including landlord/tenant matters. The District Justice used to be called a Magistrate or Justice of the Peace.

### **Do I Need An Attorney?**

No. The system can work without either the landlord or the tenant having attorneys.

### **Should I Go To The District Justice Hearing?**

By all means, **yes!** Especially if you have a “defense” or “counterclaim” against your landlord. If you made an agreement with your landlord or your landlord said he was going to cancel the hearing, check with the court to determine if the hearing is cancelled. If you cannot go on the scheduled date, call the District Justice’s office and ask it can be rescheduled.

### **What Is A “Defense”?**

A defense is your reason why the landlord should not be allowed to evict you. You do not have to file any papers in order to be able to present your defense. Some common defenses are that the landlord did not give you enough notice to get out or that the apartment had a lot of problems, or that the landlord’s story is not true.

### **What Is A “Counterclaim”?**

A counterclaim is when you have a claim for money against the landlord. An example is when a tenant paid for repairs to the apartment.

To make a counterclaim, you must file papers before the hearing at the District Justice’s office. The District Justice will give you a form to fill out. You should file a counterclaim as soon as you receive notice of the hearing.

Both the landlord’s complaint and your counterclaim will be decided at the hearing.

### **What Happens At The Hearing?**

The landlord will give his side first and have witnesses if he chooses. You will then have an opportunity to question the landlord and his witnesses. (You are not required to ask them any questions.) Then you will present your defense. You too can have witnesses if you choose. The landlord then has his turn to ask questions of you and your witnesses. The District Justice can speak or ask questions at any time.

If the District Justice does not offer to let you speak after the landlord states his case, say politely but firmly: “Your Honor, I would like to present a defense” or “I would like to ask Mr. X a question.”



## **May I Bring Documents?**

Yes, you can bring documents that help prove your case. An example of an important document is a bill, estimate or receipt for a repair to the apartment.

Not all documents can be presented at a hearing. A written statement by a person (even if notarized) who does not come to the hearing to testify **is not allowed**. If someone has something important to say about your case, he or she must come to the hearing in person.

## **What If Someone I Want To Be A Witness Does Not Want To Come To The Hearing?**

You have the right to get a “subpoena” from the District Justice. A subpoena requires a person to come to the hearing; it also requires the person’s employer to let him or her out of work to come to testify. A subpoena can also require the witness to bring documents needed to prove your case. An example might be to subpoena a furnace repairperson to come and testify what work he did and to bring the invoice for the repairs.

You should get the subpoenas you will need as soon as possible to be sure that the witnesses get them in time for the hearing. You must arrange for a responsible adult to “serve” or to hand the subpoena to the witness in order for the subpoena to be effective.

## **May I Object To Something A Witness Is Saying?**

Yes. The most common objections are:

1. **“I object. That is not relevant.”** You can object to a statement that has nothing to do with the case. Example: The landlord testifies that your father was arrested fifteen years ago for drunk driving.
2. **“I object. That is hearsay.”** You can object if the witness states something she only heard from someone else. Example: A witness testifies that her neighbor told her that she saw you break a window. A witness can testify only to what he or she actually saw.

## **How Should I Prepare For My Case?**

You should practice saying your side of the case. Make a written outline or checklist to use at the hearing. Keep to the point; do not ramble or the District Justice may cut you off. Photos speak a thousand words. If you have a complaint about the condition of your apartment, take photos if you can. Be prepared to say when the photos were taken and by whom.

## **When Does The District Justice Decide The Case?**

The District Justice may decide the case right in the courtroom after he has heard all the evidence. If not, he has three (3) days to make a decision and send you the decision in the mail.

### **What If I Do Not Agree With The Decision?**

You have a right to appeal. Appeals are filed at the County Courthouse. However, you should consult with an attorney because the rules may be too difficult to file an appeal on your own.

An appeal from a judgment of eviction must be filed within ten (10) days after the date of the judgment. If the judgment is only for money and not for eviction, you must appeal within thirty (30) days.

### **What Happens If There Is No Appeal?**

If the District Justice grants the landlord a “Judgment for Possession,” you still have at least 21 days to move out. The landlord can request an “Order for Possession” from the District Justice on the 11<sup>th</sup> day following the day of judgment or any day after that.

A constable will serve you with the Order of Possession by handing it to you or posting it on your door. It will give you a final ten (10) days to move. On or after the 11<sup>th</sup> day following service of the Order of Possession, the constable or police can physically evict you if you haven’t moved out. They can change the locks.

Also, if the District Justice grants the landlord a “money judgment” the landlord can go back to the District Justice after thirty (30) days if he hasn’t been paid, and request an “Order of Execution.” This starts the process by which a tenant’s belongings can be sold at a public sale in order to get the landlord his money.

If the District Justice granted the landlord judgments for both possession **and** money for **future** rent, you should consult a lawyer.

### **Can I Stay In The Apartment If I Appeal?**

Yes, but only if at the time you file the appeal, you deposit with the County Court a sum of money or a bond equal to the rent owed, or three (3) month’s rent, whichever is less. If you do not post the cash or bond, the appeal will not prevent your eviction.

You must also be able to deposit your rent with the Court **in full and on time every month!** If you don’t, the landlord will be able to go ahead with the eviction.

The law often changes. Each case is different. This information is meant to give you general information and not to give you specific legal advice.