

## THE GENERAL ASSEMBLY OF PENNSYLVANIA

## HOUSE BILL

No. 1218 Session of  
2013

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APRIL 17, 2013

AS AMENDED ON THIRD CONSIDERATION, HOUSE OF REPRESENTATIVES,  
MAY 6, 2014

## AN ACT

1 Amending the act of April 6, 1951 (P.L.69, No.20), entitled "An  
2 act relating to the rights, obligations and liabilities of  
3 landlord and tenant and of parties dealing with them and  
4 amending, revising, changing and consolidating the law  
5 relating thereto," further providing for appeal by tenant to  
6 common pleas court; and providing for death of a tenant, for  
7 early termination of leases by individuals with disabilities  
8 and senior citizens and for early release or termination of  
9 lease because of domestic violence, sexual assault or  
10 stalking.

11 The General Assembly of the Commonwealth of Pennsylvania  
12 hereby enacts as follows:

13 Section 1. Section 513(b) and (e) of the act of April 6,  
14 1951 (P.L.69, No.20), known as The Landlord and Tenant Act of  
15 1951, amended July 6, 1995 (P.L.253, No.33), are amended to  
16 read:

17 Section 513. Appeal by Tenant to Common Pleas Court.--\* \* \*

18 (b) Within ten days after the rendition of judgment by a  
19 lower court arising out of residential lease or within thirty

1 days after a judgment by a lower court arising out of a  
2 nonresidential lease or a residential lease involving a victim  
3 of domestic violence, sexual assault or stalking, either party  
4 may appeal to the court of common pleas, and the appeal by the  
5 tenant shall operate as a supersedeas only if the tenant pays in  
6 cash or bond the amount of any judgment rendered by the lower  
7 court or is a victim of domestic violence, sexual assault or  
8 stalking and pays in cash any rent which becomes due during the  
9 court of common pleas proceedings within ten days after the date  
10 each payment is due into an escrow account with the prothonotary  
11 or the supersedeas shall be summarily terminated.

12 \* \* \*

13 (e) As used in this section, the following words and phrases  
14 shall have the meanings given to them in this subsection:

15 "Lower court." District justice, magistrate or any other  
16 court having jurisdiction over landlord and tenant matters,  
17 excluding a court of common pleas.

18 "Victim of domestic violence, sexual assault or stalking." A  
19 person who has obtained a protection from abuse order against  
20 another individual, can provide one of the documents required  
21 under section 502-C(b)(2) or can provide other suitable evidence  
22 as the court shall direct.

23 Section 2. The act is amended by adding sections to read:

24 Section 514. Death of Tenant.--(a) Notwithstanding any  
25 other provision of this act or law, and if the deceased tenant  
26 is the sole tenant of the residential unit, the executor or  
27 administrator of the estate of a tenant who dies during the term  
28 of a residential lease shall have the option to terminate the  
29 lease upon fourteen days' written notice to the landlord on the  
30 later of:

1     (1) The last day of the calendar month that immediately  
2 follows the calendar month in which the tenant died; or  
3     (2) upon surrender of the rental unit and removal of all of  
4 the tenant's personal property.

5     (b) Nothing under this section shall be construed to relieve  
6 the tenant's estate of liability for rent money or any other  
7 debt incurred prior to the date of termination of the lease,  
8 including any expenses the landlord may incur as a direct result  
9 of the tenant's death, except that the tenant's estate shall not  
10 be liable for damages or any other penalty for breach or  
11 inadequate notice as a result of terminating a lease under  
12 subsection (a).

13     Section 515. Early Termination of Leases by Individuals with  
14 Disabilities and Senior Citizens.--(a) Notwithstanding any  
15 other provision of this act or law, a tenant of a residential  
16 unit who MAY TERMINATE THE LEASE PRIOR TO THE DATE PROVIDED IN <--  
17 THE LEASE BY PROVIDING THE LANDLORD OF THE RESIDENTIAL UNIT WITH  
18 THE INFORMATION SPECIFIED IN SUBSECTION (B) IF THE TENANT:

19     (1) has a disability or is a senior citizen; and  
20     (2) is either:

21     (i) awaiting admission and subsequently moves to a health  
22 care facility; or

23     (ii) needs to move and subsequently moves to a family  
24 member's residence for the express purpose of receiving care  
25 from a home health care agency for a period of no less than six  
26 months may terminate the lease prior to the date provided in the <--  
27 lease by providing the landlord of the residential unit with the  
28 information specified in subsection (b).

29     (b) The following information must be submitted to a  
30 landlord:

1 (1) written notice delivered to the landlord sixty days  
2 prior to the proposed early termination date informing the  
3 landlord of the tenant's required admission and move to a health  
4 care facility or need to move to a family member's residence for  
5 the express purpose of receiving care from a home health care  
6 agency for a period of no less than six months;

7 (2) certified documentation signed by a licensed physician  
8 indicating that the tenant, due to medical reasons, is unable to  
9 continue to live independently in the residential unit and  
10 requires admission to a health care facility or needs to receive  
11 care from a home health care agency for a period of no less than  
12 six months; and

13 (3) if applicable, a notarized statement from the tenant's  
14 family member attesting to the fact that the tenant is a  
15 relative and will be moving into the family member's residence  
16 to receive care from a home health care agency for a period of  
17 no less than six months.

18 (c) Nothing under this section shall be construed to relieve  
19 a tenant to which this section applies of liability for rent or  
20 any other debt incurred under a lease prior to the termination  
21 date provided in the ~~lease~~ NOTICE UNDER SUBSECTION (B). <--

22 (d) For the purposes of this section, the following words  
23 shall have the meanings ascribed to them in this subsection  
24 unless the context otherwise indicates:

25 "Disability." A physical or mental impairment that  
26 substantially limits one or more major life activities.

27 "Health care facility." Any general, chronic disease or  
28 other type of hospital, personal care home, home health care  
29 agency, hospice or long-term care nursing facility.

30 "Senior citizen." Any person who has attained the age of 62

1 years of age or older, or will attain such age during the term  
2 of an agreement in which the person is a tenant of a residential  
3 unit.

4 Section 3. The act is amended by adding an article to read:

5 ARTICLE V-C

6 TENANTS' RIGHTS IN CASES OF

7 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING

8 Section 501-C. Definitions.

9 The following words and phrases when used in this article  
10 shall have the meanings given to them in this section unless the  
11 context clearly indicates otherwise:

12 "Attesting third party." A law enforcement official,  
13 licensed health-care professional, victim's advocate or victim-  
14 services provider that had contact with a tenant or an immediate  
15 family member who is a victim of domestic violence, sexual  
16 assault or stalking.

17 "Domestic violence." Behavior for which a police officer may  
18 arrest an individual without a warrant under 18 Pa.C.S. §  
19 2711(a) (relating to probable cause arrests in domestic violence  
20 cases).

21 "Dwelling unit." Either of the following:

22 (1) if a structure has two or more units to be leased,  
23 the designated unit within the structure, together with the  
24 fixtures and appurtenances, to be used as the home, residence  
25 or sleeping place by an individual or two or more individuals  
26 who maintain a common household regardless of their  
27 relationship to each other. Unless the lease provides  
28 otherwise, the term excludes an area associated with the  
29 structure but exterior to it such as a parking area, grounds  
30 or a common area within the structure such as a hallway,

1 entrance or basement; or

2 (2) if a structure has only one unit to be leased, the  
3 structure, together with the fixtures, facilities and  
4 appurtenances, to be used as the home, residence or sleeping  
5 place by an individual or two or more individuals who  
6 maintain a common household, regardless of their relationship  
7 to each other. Unless the lease provides otherwise, the term  
8 excludes an area associated with the structure but exterior  
9 to it such as a parking area, detached garage, other building  
10 or grounds.

11 "Immediate family member." Any of the following who  
12 habitually reside in a dwelling unit with a tenant:

13 (1) an individual related to the tenant by blood,  
14 adoption or marriage;

15 (2) an individual having an intimate relationship with  
16 the tenant; or

17 (3) a foster child, stepchild or ward of the tenant or  
18 of an individual named in paragraph (1) or (2).

19 "Premises." A dwelling unit and the structure of which it is  
20 a part if the structure has two or more units to be leased. The  
21 term includes the exterior or interior areas:

22 (1) associated with the structure that are excluded from  
23 the definition of "dwelling unit," including the fixtures,  
24 facilities and appurtenances; and

25 (2) held out for the use of tenants generally or the use  
26 of which is promised to the tenant.

27 "Stalking." Conduct that constitutes an offense under 18  
28 Pa.C.S. § 2709.1(a) (relating to stalking).

29 "Tenant." A person entitled to possession of a dwelling unit  
30 under a lease. The term includes an assignee, sublessee and, if

1 the tenant is not an individual, an individual the tenant  
2 authorized to occupy the dwelling unit. If the tenant is an  
3 individual, the term excludes a person who occupies the dwelling  
4 unit with the individual's permission that is not a party to the  
5 lease and does not pay rent.

6 "Victim advocate." An individual, whether paid or serving as  
7 a volunteer, who provides services to victims of domestic  
8 violence, sexual assault or stalking under the auspices or  
9 supervision of a victim-services provider or a court or a law  
10 enforcement or prosecution agency.

11 "Victim-services provider." A person that assists victims of  
12 domestic violence, sexual assault or stalking. The term includes  
13 a rape crisis center, domestic violence shelter, faith-based  
14 organization or other organization with a documented history of  
15 work concerning domestic violence, sexual assault or stalking.

16 Section 502-C. Early release or termination of lease.

17 (a) Possible release.--If as the result of an act of  
18 domestic violence, sexual assault or stalking a tenant or an  
19 immediate family member has a reasonable fear of further acts of  
20 domestic violence, sexual assault or stalking by continued  
21 residence in the dwelling unit, the tenant may be released by  
22 giving a notice that complies with subsection (b).

23 (b) Required release.--A tenant shall be released from a  
24 lease if the tenant gives the landlord:

25 (1) a written notice signed by the tenant of the  
26 tenant's intent to be released from the lease as of a  
27 specific date. The notice must be given at least 30 days  
28 prior to the date the tenant intends to terminate the lease;  
29 and

30 (2) one of the following:

1           (i) a copy of a valid outstanding temporary or  
2           permanent court order that restrains a perpetrator from  
3           contact with the tenant or an immediate family member;

4           (ii) other evidence of domestic violence, sexual  
5           assault or stalking against the tenant or an immediate  
6           family member, including but not limited to police  
7           reports, medical records or court documents relating to  
8           the tenant's or immediate family member's victimization;  
9           or

10           (iii) a written verification signed by the tenant  
11           and an attesting third party that complies with the  
12           provisions of section 503-C.

13       (c) Termination for a single tenant.--If the tenant is the  
14       only tenant who is a party to the lease, the lease terminates on  
15       the date specified in the notice given by the tenant under  
16       subsection (b) (1). The tenant is not liable for rent or other  
17       obligations under the lease accruing after the termination.

18       (d) Termination for multiple tenants.--If there are multiple  
19       tenants that are parties to the lease, the release of one tenant  
20       under this section does not terminate the lease with respect to  
21       other tenants, except as may otherwise be provided in section  
22       505-C(a) (2). The landlord is not required to return to the  
23       released tenant or a remaining tenant a security deposit or  
24       unearned prepaid rent until the lease terminates with respect to  
25       all tenants.

26       Section 503-C. Verification.

27       (a) Requirements.--A verification provided by a tenant under  
28       section 502-C(b) (2) (iii) shall include the following:

29           (1) From the tenant:

30           (i) the tenant's name and address of the dwelling



unit;

(ii) the approximate dates during which the domestic violence, sexual assault or stalking occurred, including the most recent date;

(iii) a statement that because of the acts of domestic violence, sexual assault or stalking, the tenant or an immediate family member has a reasonable fear that the tenant or immediate family member will suffer further acts of domestic violence, sexual assault or stalking by continued residence in the dwelling unit;

(iv) the proposed date for the release of the tenant from the lease; and

(v) a statement that the tenant understands that the statements could be used in court and that the tenant could be liable for perjury as well as the damages provided in subsection (b) for making false statements in the verification.

(2) From an attesting third party:

(i) the name, business address and business telephone number of the attesting third party;

(ii) the capacity in which the attesting third party received the information regarding the domestic violence, sexual assault or stalking; and

(iii) a statement that the attesting third party:

(A) read the tenant's verification and has been advised by the tenant that the tenant or an immediate family member is the victim of domestic violence, sexual assault or stalking and has a reasonable fear that the tenant or the immediate family member will suffer further acts of domestic violence, sexual

1 assault or stalking by continued residence in the  
2 dwelling unit;

3 (B) believes the tenant; and

4 (C) understands that the verification may be  
5 used as the basis for releasing the tenant from a  
6 lease.

7 (b) False statements.--If a tenant submits to a landlord a  
8 verification containing false statements made by the tenant or  
9 false statements made by an attesting third party that the  
10 tenant knew to be false, the court may award the landlord an  
11 amount up to three months' rent or triple actual damages,  
12 whichever is greater, costs and reasonable attorney fees.

13 Section 504-C. Landlord's obligations.

14 (a) Complying tenant.--If a tenant complies with section  
15 502-C, the landlord:

16 (1) except as provided in section 502-C(d), shall return  
17 to the tenant the amount of a security deposit and unearned  
18 prepaid rent, to which the tenant is entitled;

19 (2) may not assess a fee or other penalty against the  
20 tenant solely for exercising a right granted under this  
21 article; and

22 (3) may not disclose information required to be reported  
23 to the landlord under section 502-C unless:

24 (i) the tenant provides specific time-limited and  
25 contemporaneous consent to the disclosure in writing; or

26 (ii) the information is required to be disclosed by  
27 a court order or by law other than this article.

28 (b) Refusal to release.--If a landlord refuses to release a  
29 tenant who is entitled to be released from a lease under section  
30 502-C, the court shall award the tenant an amount equal to three

months' rent or triple actual damages, whichever is greater,  
costs and reasonable attorney fees.

Section 505-C. Effect on perpetrator.

(a) Recovery of damages.--A landlord may recover from a  
perpetrator actual damages resulting from a tenant's exercise of  
a right under section 502-C. If the perpetrator is a party to  
the lease, the landlord may:

(1) except as otherwise provided in section 507-C(b),  
allow the perpetrator to remain in possession of the dwelling  
unit in which event the perpetrator shall be liable for  
future rent payable and other obligations of a tenant under  
the lease; or

(2) terminate the perpetrator's interest under the lease  
by written notice to the perpetrator at least five days prior  
to the termination date specified in the notice and bring an  
action for possession against the perpetrator if the  
perpetrator fails to vacate the dwelling unit on the  
specified termination date.

(b) Limitation.--A perpetrator is not entitled to damages  
resulting from a good faith exercise of a right granted to a  
tenant or a landlord under section 502-C or 508-C or this  
section.

Section 506-C. Change of locks.

(a) Right to request.--Subject to subsections (b) and (c),  
if a tenant or an immediate family member has been the victim of  
domestic violence, sexual assault or stalking and the tenant has  
a reasonable fear that the perpetrator or another individual  
acting on the perpetrator's behalf may attempt to gain access to  
the dwelling unit, the tenant may ask the landlord to change the  
locks or other security devices for the dwelling unit.

1     (b) Duty of landlord and expense.--Not later than three days  
2 after receiving a request under subsection (a) or sooner if  
3 commercially reasonable to do so, the landlord shall change the  
4 locks or security devices at the tenant's expense.

5     (c) Right of tenant.--If the landlord fails to act in a  
6 timely manner, the tenant may change the locks or other security  
7 devices at the landlord's expense without the landlord's  
8 consent. In that event, the tenant shall provide a key or other  
9 means of access to the new locks or security devices to the  
10 landlord and to any other tenant, other than the perpetrator,  
11 that is a party to the lease.

12     (d) Right of landlord.--If the locks or other security  
13 devices are changed under subsection (c), the landlord may  
14 change them a second time, at the landlord's expense, to ensure  
15 compatibility with the landlord's master key or other means of  
16 access or otherwise accommodate the landlord's reasonable  
17 commercial needs.

18     (e) Prohibition.--If a perpetrator is a party to the lease,  
19 the locks or other security devices may not be changed under  
20 subsection (b) or (c) unless there is a court order expressly  
21 requiring the perpetrator to vacate the dwelling unit or a court  
22 order expressly prohibiting the perpetrator from having any  
23 contact with the tenant or an immediate family member and a copy  
24 of the order has been provided to the landlord.

25     (f) Limitation.--A perpetrator is not entitled to damages or  
26 other relief against a landlord or a tenant who complies in good  
27 faith with this section.

28 Section 507-C. Effect of court order to vacate.

29     (a) Landlord and tenant.--Upon issuance of a court order  
30 requiring a perpetrator to vacate a dwelling unit, the landlord

1 and a tenant do not have a duty to:

2 (1) allow the perpetrator access to the unit unless  
3 accompanied by a law enforcement officer; or

4 (2) provide the perpetrator with a key or other access  
5 to the dwelling unit.

6 (b) Lease interest of perpetrator.--If the perpetrator who  
7 is the subject of the court order described in subsection (a) is  
8 a party to the lease, the perpetrator's interest under the lease  
9 shall terminate and the landlord and any other tenants remaining  
10 in the dwelling unit shall be entitled to actual damages from  
11 the perpetrator as a result of the termination. The termination  
12 of the perpetrator's interest in the lease shall not affect the  
13 rights and obligations under the lease of any other tenants  
14 remaining in the dwelling unit.

15 (c) Duty of landlord.--Upon termination of a perpetrator's  
16 interest under a lease under subsection (b), the landlord shall  
17 return to the perpetrator, if the perpetrator was the only  
18 tenant under the lease, a security deposit and unearned rent, to  
19 which the perpetrator is entitled following the termination.  
20 The landlord's obligation to return a security deposit to a  
21 perpetrator under this subsection is subject to the landlord's  
22 claim for damages against the perpetrator as a result of the  
23 termination or for any other claim the landlord may have with  
24 respect to the security deposit under other provisions of the  
25 lease.

26 Section 508-C. Limitation on landlord's conduct.

27 (a) Prohibitions.--Except as provided in subsection (c), a  
28 landlord may not increase or threaten to increase the rent,  
29 security deposit or fees payable under a lease, decrease or  
30 threaten to decrease services required under the lease or this

1 article, terminate or threaten to terminate a lease, refuse to  
2 renew a lease, serve or threaten to serve a notice to terminate  
3 a periodic tenancy, bring or threaten to bring an action for  
4 possession, refuse to let a dwelling unit or impose different  
5 rules or selectively enforce the landlord's rules:

6 (1) primarily because the tenant or an immediate family  
7 member is or has been the victim of domestic violence, sexual  
8 assault or stalking;

9 (2) because of a violation of the terms of the lease or  
10 the provisions of this article by the tenant resulting from  
11 the incident of domestic violence, sexual assault or stalking  
12 against the tenant or an immediate family member; or

13 (3) because of criminal activity relating to domestic  
14 violence, sexual assault or stalking against the tenant or an  
15 immediate family member or a police or emergency response to  
16 a good faith complaint of activities relating to domestic  
17 violence, sexual assault or stalking against the tenant or an  
18 immediate family member.

19 (b) Right of landlord.--A landlord may terminate a lease if  
20 the landlord provided a tenant with a written notice signed by  
21 the landlord regarding a perpetrator's behavior relating to  
22 domestic violence, sexual assault or stalking against the tenant  
23 or an immediate family member, and subsequently:

24 (1) the tenant invites the perpetrator onto the premises  
25 or, without the landlord's consent, allows the perpetrator to  
26 occupy the dwelling unit; and

27 (2) the perpetrator damages the premises, harms another  
28 individual on the premises or otherwise disturbs the use and  
29 enjoyment of the premises by another tenant of the dwelling  
30 unit or of another dwelling unit in the premises.

1 (c) Willful violation.--If a landlord willfully violates  
2 this section:

3 (1) the tenant may:

4 (i) terminate the lease;

5 (ii) defend an action for possession on the ground  
6 that the landlord willfully violated this section; or

7 (iii) obtain appropriate injunctive relief; and

8 (2) the court shall award the tenant an amount equal to  
9 three months' rent or triple actual damages, whichever is  
10 greater.

11 (d) Definition.--As used in this section, the term "tenant"  
12 shall include an individual seeking to enter into a lease with a  
13 landlord.

14 Section 509-C. Termination of perpetrator's interest under  
15 lease without court order.

16 (a) General rule.--If a tenant is the perpetrator of an act  
17 of domestic violence, sexual assault or stalking against any  
18 occupant of the premises, the landlord may terminate the  
19 perpetrator's interest under a lease by giving the perpetrator a  
20 written notice signed by the landlord that:

21 (1) states the landlord's intent to terminate the  
22 perpetrator's interest in the lease immediately or on a later  
23 date specified in the notice; and

24 (2) specifies the act of domestic violence motivating  
25 the landlord to terminate the perpetrator's interest under  
26 the lease.

27 (b) Rights of other tenants.--The termination of a  
28 perpetrator's interest under a lease shall not terminate the  
29 interest of any other tenant under the lease and shall not alter  
30 the obligations of any other tenant under the lease. Any other

1 tenant under the lease may recover actual damages from the  
2 perpetrator resulting from the termination of the perpetrator's  
3 interest under the lease.

4 (c) Return of security deposit and unearned rent.--The  
5 landlord is not required to return to the perpetrator or to any  
6 remaining tenant any security deposit or unearned rent until the  
7 lease terminates with respect to all tenants.

8 (d) Burden of proof.--In any action between the landlord and  
9 a perpetrator involving the right of the landlord to terminate  
10 the perpetrator's interest in a lease under this section, the  
11 burden is upon the landlord to prove by a preponderance of the  
12 evidence that the perpetrator committed an act of domestic  
13 violence, sexual assault or stalking.

14 Section 4. The addition of sections 514, 515 and Article V-C  
15 of the act shall apply to leases entered into or extended on or  
16 after the effective date of this section.

17 Section 5. This act shall take effect as follows:

18 (1) The following provisions shall take effect in 60  
19 days:

20 (i) The amendment or addition of sections 513(b) and  
21 (e), 514 and Article V-C of the act.

22 (ii) Section 4 of this act.

23 (2) The remainder of this act shall take effect  
24 immediately.