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THE GENERAL ASSEMBLY OF PENNSYLVANIA

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HOUSE BILL

No. 2685 Session of  
2018

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INTRODUCED BY SOLOMON, SANTORA, DALEY, YOUNGBLOOD, HARKINS,  
HILL-EVANS, DONATUCCI, NEILSON, KINSEY AND DEAN,  
OCTOBER 11, 2018

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REFERRED TO COMMITTEE ON CONSUMER AFFAIRS, OCTOBER 11, 2018

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AN ACT

1 Amending Titles 42 (Judiciary and Judicial Procedure), 51  
2 (Military Affairs) and 68 (Real and Personal Property) of the  
3 Pennsylvania Consolidated Statutes, adopting the Uniform  
4 Residential Landlord and Tenant Act and extensively revising  
5 the law on residential landlords and tenants, in the areas of  
6 lease provisions, landlord duties, tenant remedies, tenant  
7 duties, landlord remedies, access to dwelling units, tenant  
8 deaths in periodic and holdover tenancies, retaliation,  
9 disposition of tenant's personal property, effect of domestic  
10 violence and stalking and return of security deposit and  
11 unearned rent; making a related repeal; and making editorial  
12 changes.

13 The General Assembly of the Commonwealth of Pennsylvania  
14 hereby enacts as follows:

15 Section 1. Sections 917(d)(4), 1123(a)(3), 1515(a)(2) and  
16 8127(a)(3.1) of Title 42 of the Pennsylvania Consolidated  
17 Statutes are amended to read:

18 § 917. Housing courts.

19 \* \* \*

20 (d) Jurisdiction of housing court.--In a court of common  
21 pleas which has established a housing court pursuant to this  
22 section, the exclusive jurisdiction of the following matters may

1 be vested in the housing court:

2 \* \* \*

3 (4) Matters arising under [the act of April 6, 1951  
4 (P.L.69, No.20), known as The Landlord and Tenant Act of  
5 1951,] 68 Pa.C.S. Pt. II Subpt. A (relating to residential  
6 landlord and tenant) which involve a place used or intended  
7 for use as a place of human habitation.

8 \* \* \*

9 § 1123. Jurisdiction and venue.

10 (a) General rule.--Except as otherwise prescribed by any  
11 general rule adopted pursuant to section 503 (relating to  
12 reassignment of matters), the Philadelphia Municipal Court shall  
13 have jurisdiction of the following matters:

14 \* \* \*

15 (3) Matters arising under [the act of April 6, 1951  
16 (P.L.69, No.20), known as The Landlord and Tenant Act of  
17 1951] 68 Pa.C.S. Pt. II Subpt. A (relating to residential  
18 landlord and tenant). The judges of the Philadelphia  
19 Municipal Court shall have the power to enter judgments  
20 exceeding \$5,000 in matters arising under this subsection.  
21 Appeals from a judgment of the municipal court under this  
22 subsection shall be to the court of common pleas in  
23 accordance with local rules of court established by the  
24 administrative judge of the trial division. Those rules shall  
25 not be inconsistent with Statewide rules of procedure as  
26 established by the Supreme Court.

27 \* \* \*

28 § 1515. Jurisdiction and venue.

29 (a) Jurisdiction.--Except as otherwise prescribed by general  
30 rule adopted pursuant to section 503 (relating to reassignment

1 of matters), magisterial district judges shall, under procedures  
2 prescribed by general rule, have jurisdiction of all of the  
3 following matters:

4 \* \* \*

5 (2) Matters arising under [the act of April 6, 1951  
6 (P.L.69, No.20), known as The Landlord and Tenant Act of  
7 1951,] 68 Pa.C.S. Pt. II Subpt. A (relating to residential  
8 landlord and tenant) which are stated therein to be within  
9 the jurisdiction of a magisterial district judge.

10 \* \* \*

11 § 8127. Personal earnings exempt from process.

12 (a) General rule and exceptions.--The wages, salaries and  
13 commissions of individuals shall while in the hands of the  
14 employer be exempt from any attachment, execution or other  
15 process except upon an action or proceeding:

16 \* \* \*

17 (3.1) For amounts awarded to a judgment creditor-  
18 landlord arising out of a residential lease upon which the  
19 court has rendered judgment which is final. However, the  
20 amount subject to attachment shall have deducted from it any  
21 security deposit held by the judgment creditor-landlord and  
22 forfeited by the judgment debtor-tenant under [section 511.1  
23 of the act of April 6, 1951 (P.L.69, No.20), known as The  
24 Landlord and Tenant Act of 1951,] 68 Pa.C.S. § 1408 (relating  
25 to landlord noncompliance as defense to action for possession  
26 or nonpayment of rent; escrow account) unless the security  
27 deposit has been applied to payment of rent due on the same  
28 premises for which the judgment for attachment has been  
29 entered. The judgment creditor-landlord shall have the burden  
30 of proving that such security deposit has been applied to

1 payment of rent due on the premises herein described. The sum  
2 attached shall be no more than 10% of the net wages per pay  
3 period of the judgment debtor-tenant or a sum not to place  
4 the debtor's net income below the poverty income guidelines  
5 as provided annually by the Federal Office of Management and  
6 Budget, whichever is less. For the purposes of this  
7 paragraph, "net wages" shall mean all wages paid less only  
8 the following items:

9 (i) Federal, State and local income taxes.

10 (ii) F.I.C.A. payments and nonvoluntary retirement  
11 payments.

12 (iii) Union dues.

13 (iv) Health insurance premiums.

14 \* \* \*

15 Section 2. Section 7315.1(g) of Title 51 is amended to read:

16 § 7315.1. Early termination of housing rental agreement by  
17 military personnel.

18 \* \* \*

19 (g) Tenant's obligations.--Nothing in this section shall  
20 affect the tenant's obligations under [section 503-A of the act  
21 of April 6, 1951 (P.L.69, No.20), known as The Landlord and  
22 Tenant Act of 1951] 68 Pa.C.S. Ch. 15 (relating to tenant  
23 duties).

24 \* \* \*

25 Section 3. The heading of Subpart A of Part II of Title 68  
26 is amended to read:

27 SUBPART A

28 [PRELIMINARY PROVISIONS] RESIDENTIAL LANDLORD AND TENANT

29 Section 4. Title 68 is amended by adding chapters to read:

30 CHAPTER 11

1 GENERAL PROVISIONS

2 Sec.

3 1101. Short title of subpart.

4 1102. Definitions.

5 1103. Scope of subpart.

6 1104. Enforcement; duty to mitigate.

7 1105. Obligation of good faith.

8 1106. Unconscionability.

9 1107. Knowledge and notice; notice in a record.

10 1108. Required disclosures by landlord.

11 1109. Required disclosures by tenant.

12 1110. Principles of law and equity.

13 § 1101. Short title of subpart.

14 This subpart shall be known and may be cited as the Uniform  
15 Residential Landlord and Tenant Act.

16 § 1102. Definitions.

17 The following words and phrases when used in this subpart  
18 shall have the meanings given to them in this section unless the  
19 context clearly indicates otherwise:

20 "Action." An action for damages, possession, ejectment,  
21 quiet title, specific performance or other judicial proceeding  
22 in which rights under a lease or this subpart are determined.

23 "Actual damages." Compensation for direct, consequential or  
24 incidental injuries or losses. The term includes:

25 (1) amounts payable to a landlord or tenant under a  
26 lease for a violation of the lease; and

27 (2) diminution in the value of a dwelling unit.

28 "Bank." An organization that engages in the business of  
29 banking and is federally insured. The term includes a savings  
30 bank, savings and loan association, credit union and trust

1 company.

2 "Bank account." A checking, demand, time, savings, passbook  
3 or similar account maintained at a bank.

4 "Building, housing, fire or health code." The term includes  
5 any law concerning fitness for habitation or the construction,  
6 maintenance, operation, occupancy, use or appearance of the  
7 premises.

8 "Contact person." A person designated by a tenant under  
9 section 1109(b) (relating to required disclosures by tenant).

10 "Criminal act." Any of the following:

11 (1) The manufacture, sale, distribution, use or  
12 possession of a controlled substance on or in the vicinity of  
13 the premises which is criminal under law other than this  
14 subpart.

15 (2) Activity which:

16 (i) is criminal under law other than this subpart;

17 and

18 (ii) threatens the health or safety of an individual  
19 on the premises or the landlord or landlord's agent on or  
20 off the premises.

21 "Criminal activity." A criminal act.

22 "Diminution in the value of a dwelling unit." A reduction  
23 from rent which reflects the extent to which a noncompliant  
24 condition of the premises impairs a tenant's use and enjoyment  
25 of a dwelling unit, as determined by a court based on evidence,  
26 which need not include expert testimony.

27 "Dwelling unit." Property leased to a tenant for use as a  
28 home, residence or sleeping place by an individual or by two or  
29 more individuals who maintain a common household, regardless of  
30 their relationship to each other. The term includes:

1           (1) A single-family residence, together with:  
2           (i) fixtures and appurtenances;  
3           (ii) the land on which the residence is located; and  
4           (iii) structures on the land under subparagraph  
5           (ii).

6           (2) A structure or part of a structure in which the  
7           tenant resides, together with:

8           (i) fixtures and appurtenances; and  
9           (ii) an area of the land where the structure is  
10           located to which the tenant is given an exclusive right  
11           of possession during the term of the lease, including a  
12           designated parking space or storage area.

13           "Electronic." Relating to technology having electrical,  
14           digital, magnetic, wireless, optical, electromagnetic or similar  
15           capability.

16           "Essential service." Heat, hot and cold running water,  
17           sewage or septic disposal and electricity. The term includes gas  
18           or air conditioning if required to be supplied to a tenant by  
19           the lease or law other than this subpart which, if not supplied  
20           to the tenant, would create a serious threat to the health,  
21           safety or property of the tenant or an immediate family member.

22           "Fees." Amounts payable by a tenant to a landlord which the  
23           landlord has no obligation to account for or return to the  
24           tenant except as otherwise provided in section 1405(b) (relating  
25           to landlord failure to deliver possession to tenant). The term  
26           does not include rent or a security deposit.

27           "Good faith." Honesty in fact and the observance of  
28           reasonable commercial standards of fair dealing.

29           "Guest." An individual, other than the landlord or  
30           landlord's agent, invited on the premises by a tenant or an

1 immediate family member.

2 "Immediate family member." Any of the following who  
3 habitually resides in a dwelling unit with a tenant:

4 (1) An individual related to the tenant by blood,  
5 adoption or marriage.

6 (2) An individual who has an intimate relationship with  
7 the tenant.

8 (3) A foster child, stepchild or ward of the tenant or  
9 of an individual referred to in paragraph (1) or (2).

10 "Landlord." Any of the following:

11 (1) The owner of a dwelling unit.

12 (2) A successor in interest to the landlord.

13 (3) A sublessor, only if the landlord did not consent to  
14 the sublease.

15 (4) A person that manages a dwelling unit or enters a  
16 lease on behalf of the owner of the unit and that fails to  
17 comply with section 1108(c) and (d) (relating to required  
18 disclosures by landlord), except with respect to events  
19 occurring after:

20 (i) the tenant is given notice in a record which  
21 complies with section 1108(c) and (d); or

22 (ii) the date of termination of the person's  
23 authority to act on behalf of the owner if that authority  
24 is terminated.

25 "Law." The term includes statutory law, ordinances, case  
26 law, regulations and administrative adjudications.

27 "Lease." A contract, oral or in a record, between a landlord  
28 and tenant in which the landlord rents a dwelling unit to the  
29 tenant for a tenancy for a fixed term or a periodic tenancy. The  
30 term includes:

- 1           (1) an amendment to the lease;  
2           (2) rules adopted by the landlord which were disclosed  
3 to the tenant under section 1108(b)(4); and  
4           (3) subject to section 1304 (relating to rules of  
5 landlord governing use and enjoyment of premises), rules  
6 adopted by the landlord after commencement of the term of the  
7 lease.

8           "Normal wear and tear." Deterioration which results from the  
9 intended use of a dwelling unit. The term includes breakage or  
10 malfunction due to age or deteriorated condition. The term does  
11 not include deterioration which results from negligence,  
12 carelessness, accident or abuse of the unit, fixtures, equipment  
13 or other tangible personal property by the tenant, an immediate  
14 family member or a guest.

15           "Notice in a record." Notice which complies with section  
16 1107(b) (relating to knowledge and notice; notice in a record).

17           "Occupancy as a vacation rental." Occupancy of a dwelling  
18 unit which has the following characteristics:

19           (1) The tenant rents the unit for vacation purposes only  
20 and has a principal residence other than the unit.

21           (2) The unit is furnished with personal property  
22 necessary to make the unit ready for immediate occupancy by  
23 the tenant.

24           (3) The occupancy does not exceed 30 consecutive days.

25           "Owner." A person vested with all or part of:

26           (1) legal title to the premises; or

27           (2) beneficial ownership and a right to present use and  
28 enjoyment of the premises.

29           "Periodic rent." As follows:

30           (1) Under a tenancy for a fixed term, the amount payable

1 each month.

2 (2) Under a periodic tenancy for month-to-month, the  
3 amount payable each month.

4 (3) Under a periodic tenancy from week-to-week, the  
5 amount payable each week.

6 (4) If rent is payable annually, the amount of the  
7 annual rent divided by 12.

8 "Periodic tenancy." A tenancy created under a lease or  
9 arising by operation of law for either month-to-month or week-  
10 to-week.

11 "Person." An individual, estate, trust, business or  
12 nonprofit entity, public corporation, government or governmental  
13 subdivision, agency or instrumentality or other legal entity.

14 "Premises." A dwelling unit and, to the extent owned by the  
15 landlord, a structure of which the unit is a part. The term  
16 includes any area and structure owned by the landlord which are:

17 (1) associated with the structure where the dwelling  
18 unit is located; and

19 (2) held out by the landlord for the use of tenants  
20 generally.

21 "Prepaid rent." Rent paid to a landlord before the first day  
22 of the rental period to which it is to be applied.

23 "Prevailing party." A party that:

24 (1) initiated the enforcement of a right or remedy under  
25 a lease or this subpart and substantially prevailed on the  
26 right or remedy asserted; or

27 (2) substantially prevailed in defending against a right  
28 or remedy asserted by another party.

29 "Reasonable effort." Action taken by a landlord to rent a  
30 dwelling unit if the unit is vacated at the end of a term,

1 including showing the unit to a prospective tenant or  
2 advertising the availability of the unit.

3 "Record." Information that is inscribed on a tangible medium  
4 or that is stored in an electronic or other medium and is  
5 retrievable in perceivable form.

6 "Rent." A payment for the right to possession of a dwelling  
7 unit. The term does not include a security deposit or fees.

8 "Repairs." The term includes remediations.

9 "Security deposit." Money provided to a landlord to secure  
10 payment or performance of a tenant's obligations under a lease  
11 or this subpart and the identifiable proceeds of the money,  
12 however denominated. The term does not include rent or fees.

13 "Security interest." An interest in personal property which  
14 secures payment or performance of a tenant's obligations under a  
15 lease or this subpart.

16 "Sign." With present intent to authenticate or adopt a  
17 record:

18 (1) to execute or adopt a tangible symbol; or

19 (2) to attach to or logically associate with the record  
20 an electronic symbol, sound or process.

21 "State." A state of the United States, the District of  
22 Columbia, Puerto Rico, the Virgin Islands or any territory or  
23 insular possession subject to the jurisdiction of the United  
24 States.

25 "Symbol." The term includes an electronic-mail address or  
26 other identifying header.

27 "Tenancy for a fixed term." A tenancy under a lease for a  
28 fixed or computable period, regardless of the length of the  
29 period.

30 "Tenant." Any of the following:

1       (1) A person that is a party to a lease of a dwelling  
2       unit and is entitled to possession of the unit.

3       (2) An assignee or sublessee of a person described in  
4       paragraph (1) that has possession of the unit with the  
5       landlord's consent.

6       (3) An individual authorized to occupy the unit by a  
7       person described in paragraph (1) or (2) that is not an  
8       individual.

9       "Tenant representative." Any of the following:

10       (1) A personal representative of a deceased tenant's  
11       estate.

12       (2) Before the appointment of a personal representative:

13           (i) a contact person; or

14           (ii) in the absence of a contact person, an  
15       individual the landlord reasonably believes to be an heir  
16       of the tenant under the applicable intestate succession  
17       law.

18       "Transient occupancy." Occupancy in a room or suite of rooms  
19       which has the following characteristics:

20       (1) The cost of occupancy is charged on a daily basis.

21       (2) The operator of the room or suite provides  
22       housekeeping and linen service as part of the regularly  
23       charged cost of occupancy.

24       (3) The occupancy does not exceed 30 consecutive days.

25       "Unearned rent." Rent, including prepaid rent, which a  
26       tenant paid to a landlord for the right to possession of a  
27       dwelling unit for any period after the date the lease for the  
28       unit terminates in accordance with its terms or this subpart.  
29       The term does not include an amount, including rent, owed to the  
30       landlord for a period, before or after the date the lease

1 terminates, during which the tenant is in physical possession of  
2 the premises.

3 "Willful." Any of the following:

4 (1) Deliberate, with awareness of material  
5 circumstances.

6 (2) Deliberately indifferent to material circumstances.

7 "Willfully." In a willful manner.

8 § 1103. Scope of subpart.

9 (a) General.--Except as set forth in subsection (b), this  
10 subpart applies to a lease of a dwelling unit in this  
11 Commonwealth.

12 (b) Exception.--The following arrangements are not governed  
13 by this subpart:

14 (1) Residence at a public or private facility, if  
15 incidental to detention or the provision of medical, mental  
16 health, geriatric, counseling, educational, religious,  
17 disability, personal safety or similar service.

18 (2) Occupancy under a contract of sale of, or an option  
19 to purchase, a dwelling unit or the building of which it is a  
20 part, if the occupant is the purchaser or optionee or an  
21 individual who has succeeded to the interest of the purchaser  
22 or optionee.

23 (3) Occupancy by a member of a fraternal or social  
24 organization in a part of a structure operated for the  
25 benefit of the organization.

26 (4) Transient occupancy.

27 (5) Occupancy by an employee of a landlord when the  
28 employee's right to occupancy is conditioned on employment in  
29 or about the premises.

30 (6) Occupancy by a holder of a proprietary lease in a

1 cooperative.

2 (7) Occupancy under a lease covering premises used by  
3 the occupant for agricultural purposes.

4 (8) Occupancy as a vacation rental.

5 (9) A ground lease of real property which lease does not  
6 include a dwelling unit.

7 § 1104. Enforcement; duty to mitigate.

8 (a) Enforcement.--Any right or obligation under this subpart  
9 is enforceable by an action unless the provision creating the  
10 right or obligation provides otherwise.

11 (b) Mitigation.--A party seeking relief under this subpart  
12 has a duty to mitigate damages.

13 § 1105. Obligation of good faith.

14 A lease or duty under this subpart imposes an obligation of  
15 good faith in its performance and enforcement.

16 § 1106. Unconscionability.

17 (a) Leases.--If a court, as a matter of law, finds a lease  
18 or any provision of the lease was unconscionable at the time it  
19 was made, the court may:

20 (1) refuse to enforce the lease;

21 (2) enforce the remainder of the lease without the  
22 unconscionable provision; or

23 (3) limit application of the unconscionable provision to  
24 avoid an unconscionable result.

25 (b) Settlement agreement.--If a court, as a matter of law,  
26 finds a settlement agreement in which a party waived or agreed  
27 to forego a claim or right under a lease or this subpart was  
28 unconscionable at the time it was made, the court may:

29 (1) refuse to enforce the agreement;

30 (2) enforce the remainder of the agreement without the

1 unconscionable provision; or  
2 (3) limit application of the unconscionable provision to  
3 avoid an unconscionable result.

4 (c) Procedure.--If a party or the court puts  
5 unconscionability in issue under subsection (a) or (b), the  
6 court shall allow the parties to present evidence of the  
7 setting, purpose and effect of the lease or settlement agreement  
8 to aid the court in making the determination of  
9 unconscionability.

10 § 1107. Knowledge and notice; notice in a record.

11 (a) Having notice.--Under this subpart, a person has notice  
12 of a fact if the person:

- 13 (1) has actual knowledge of the fact;  
14 (2) receives notice of the fact under subsection (d); or  
15 (3) has reason to know the fact exists from all facts  
16 known to the person at the time in question.

17 (b) Procedure.--Except as set forth in section 2001(c)  
18 (relating to disposition of tenant personal property on  
19 termination or abandonment), if this subpart requires notice in  
20 a record, the notice must be signed by the person giving the  
21 notice and be:

- 22 (1) delivered personally to the recipient;  
23 (2) deposited in the mail with proper postage and  
24 properly addressed to:  
25 (i) if sent to the landlord, the mailing address  
26 specified under section 1108(c)(2) (relating to required  
27 disclosures by landlord);  
28 (ii) if sent to the tenant, the mailing address  
29 specified under section 1109 (relating to required  
30 disclosures by tenant); or

1 (iii) if sent to a person other than a landlord or  
2 tenant or if there is no address specified for the  
3 landlord or tenant, an address reasonable under the  
4 circumstances; or

5 (3) unless the landlord notifies the tenant or the  
6 tenant notifies the landlord that notice may be given only by  
7 personal delivery or by mail under paragraph (2), delivered  
8 by another means of communication with cost of transmission  
9 provided for and properly addressed to:

10 (i) if sent to the landlord, the mailing address  
11 specified under section 1108(c)(2);

12 (ii) if sent to the tenant, an address specified  
13 under section 1109; or

14 (iii) if there is no address specified for the  
15 recipient, an address reasonable under the circumstances.

16 (c) Knowledge of recipient.--Subject to subsection (b), a  
17 person gives notice of a fact to another person by taking steps  
18 reasonably calculated to inform the other person, regardless of  
19 whether the other person learns of the fact.

20 (d) Receiving notice.--Under this subpart, a person receives  
21 notice of a fact when:

22 (1) the fact comes to the person's attention; or

23 (2) if notice in a record is required, the notice is:

24 (i) personally delivered under subsection (b)(1);

25 (ii) sent under subsection (b)(2); or

26 (iii) delivered under subsection (b)(3).

27 § 1108. Required disclosures by landlord.

28 (a) Application period.--Before accepting an application  
29 fee, the prospective landlord shall disclose to the prospective  
30 tenant in a record the criteria the landlord uses to determine

1 the landlord's willingness to enter into a lease with a tenant.

2 (b) Contracting period.--Before accepting funds to be  
3 applied to a security deposit, prepaid rent, or fees other than  
4 an application fee, and before entering into a lease, a  
5 prospective landlord shall disclose to the prospective tenant in  
6 a record all of the following:

7 (1) Any condition of the premises which the landlord  
8 knows or on a reasonable inspection of the premises should  
9 have known would constitute noncompliance under section 1302  
10 (relating to tenant may make repairs to remedy noncompliance  
11 at landlord's expense) and would materially interfere with:

12 (i) the health or safety of the tenant or an  
13 immediate family member; or

14 (ii) the use and enjoyment of the premises by the  
15 tenant or an immediate family member.

16 (2) Whether, to the knowledge of the landlord, a  
17 foreclosure action has been commenced against the premises.

18 (3) If rent is prepaid, the month or other period of the  
19 lease to which the rent is to be applied.

20 (4) Rules affecting the tenant's use and enjoyment of  
21 the premises, whether adopted by the landlord or another  
22 person.

23 (c) Commencement of lease.--At or before commencement of the  
24 term of a lease, the landlord shall give the tenant notice in a  
25 record specifying all of the following:

26 (1) Name of:

27 (i) the landlord;

28 (ii) any person authorized to manage the premises;

29 (iii) the owner of the premises;

30 (iv) any person authorized to act for the owner for

1 service of process; and

2 (v) any person authorized to receive a notice or  
3 demand for the owner.

4 (2) Mailing address or electronic-mail address of the  
5 landlord and of any person designated by the landlord that  
6 has a right to be sent notice or a demand.

7 (3) Address where or the method by which the tenant is  
8 required to deliver rent.

9 (d) Updating.--A landlord shall keep current the information  
10 required by subsection (c).

11 (e) Damages.--If a foreclosure action was commenced against  
12 the premises before a landlord and tenant entered into a lease  
13 and if the disclosure required by subsection (b) (2) was not  
14 made, the tenant may recover actual damages resulting from the  
15 foreclosure.

16 § 1109. Required disclosures by tenant.

17 (a) Commencement of lease.--At or before commencement of the  
18 term of a lease, the tenant shall give the landlord notice in a  
19 record specifying the tenant's mailing address and electronic-  
20 mail address.

21 (b) Contact person.--Upon request of the landlord, the  
22 tenant shall designate a contact person to act for the tenant on  
23 the tenant's death. Absent a request by the landlord, the tenant  
24 may designate a contact person to act for the tenant on the  
25 tenant's death. The tenant shall make the designation by giving  
26 the landlord a record specifying the name and, if known, the  
27 mailing address, electronic-mail address and the telephone  
28 number of the contact person.

29 (c) Updating.--A tenant shall keep current the information  
30 required under subsections (a) and (b). On termination of the

1 lease, the tenant shall provide the landlord a forwarding  
2 address where the landlord can send the tenant's security  
3 deposit and unearned rent and other communications.

4 § 1110. Principles of law and equity.

5 Unless displaced by the particular provisions of this  
6 subpart, the principles of law and equity supplement this  
7 subpart.

8 CHAPTER 12

9 GENERAL PROVISIONS APPLICABLE TO LEASE

10 Sec.

11 1201. Terms and conditions of lease; delivery of lease to  
12 tenant.

13 1202. Effect of unsigned lease; implied lease.

14 1203. Prohibited provisions in lease.

15 1204. Separation of rent from landlord duties prohibited.

16 1205. Attorney fees and costs.

17 § 1201. Terms and conditions of lease; delivery of lease to  
18 tenant.

19 (a) Permissible terms and conditions.--The following apply:

20 (1) A lease may include terms and conditions not  
21 prohibited by this subpart or law other than this subpart.

22 (2) A lease in a record shall comply with the act of  
23 June 23, 1993 (P.L.128, No.29), known as the Plain Language  
24 Consumer Contract Act.

25 (b) Rent.--Unless a lease or law other than this subpart  
26 otherwise provides, all of the following apply:

27 (1) The tenant shall pay rent for the dwelling unit for  
28 the term of the lease in an amount comparable to the rent  
29 paid for other dwelling units of similar size and condition  
30 in the same or a comparable location, determined at the

1 commencement of the term.

2 (2) Rent is:

3 (i) payable without demand or notice:

4 (A) at:

5 (I) the address or place the landlord  
6 designates under section 1108(c)(3) (relating to  
7 required disclosures by landlord); or

8 (II) if no designation is made, at the  
9 landlord's place of business at the time the  
10 lease was made; and

11 (B) on the first day of each month or at the  
12 beginning of the term if the term is less than one  
13 month; and

14 (ii) uniformly apportioned from day to day.

15 (3) The rental period:

16 (i) for a tenancy for a fixed term of more than one  
17 month or a periodic tenancy of month-to-month, is on a  
18 monthly basis beginning with the first day of the month;  
19 and

20 (ii) for all other tenancies, begins on the first  
21 day rent is paid.

22 (c) Term.--Except as set forth in section 1202 (relating to  
23 effect of unsigned lease; implied lease), unless the lease  
24 creates a tenancy for a fixed term, the term of the lease is as  
25 follows:

26 (1) Except as set forth in paragraph (2), the tenancy is  
27 a periodic tenancy for month-to-month.

28 (2) If the tenant pays rent weekly, the tenancy is a  
29 periodic tenancy for week-to-week.

30 (d) Copy of lease.--A landlord shall provide the tenant a

1 copy of the lease which is signed by:

2 (1) both of them; or

3 (2) if the lease is enforceable under section 1202,  
4 either of them.

5 (e) Damages.--If a landlord willfully fails to comply with  
6 subsection (d), the tenant may recover the greater of:

7 (1) actual damages; or

8 (2) one month's periodic rent.

9 § 1202. Effect of unsigned lease; implied lease.

10 (a) Implication by partial signing, delivery and  
11 performance.--Subject to subsection (b), all of the following  
12 apply:

13 (1) If a lease signed by the tenant is delivered to the  
14 landlord and if the landlord fails to sign the lease and  
15 return it to the tenant, acceptance of rent by the landlord  
16 without a reservation of rights gives the lease the same  
17 effect as if the lease had been signed by the landlord and  
18 returned to the tenant.

19 (2) If a lease signed by the landlord is delivered to  
20 the tenant and if the tenant fails to sign the lease and  
21 return it to the landlord, acceptance of possession and  
22 payment of rent without a reservation of rights gives the  
23 lease the same effect as if the lease had been signed by the  
24 tenant and returned to the landlord.

25 (b) Term for implication by partial signing, delivery and  
26 performance.--If a lease given effect under subsection (a)  
27 provides for a tenancy for a fixed term longer than one year,  
28 the lease is effective for one year.

29 (c) Term implication by performance.--Absent a lease signed  
30 and delivered under subsection (a), if the tenant accepts

1 possession and pays rent to the landlord without a reservation  
2 of rights and if the landlord accepts rent from the tenant  
3 without a reservation of rights, the term of the lease is as  
4 follows:

5 (1) Except as set forth in paragraph (2), the tenancy is  
6 a periodic tenancy for month-to-month.

7 (2) If the tenant pays rent weekly, the tenancy is a  
8 periodic tenancy for week-to-week.

9 § 1203. Prohibited provisions in lease.

10 (a) Prohibition.--A lease may not require the tenant to:

11 (1) unless permitted by this subpart, waive or forego a  
12 right or remedy under this subpart;

13 (2) authorize a person to confess judgment on a claim  
14 arising out of the lease or this subpart;

15 (3) perform a duty imposed on the landlord by section  
16 1302 (relating to tenant may make repairs to remedy  
17 noncompliance at landlord's expense);

18 (4) agree to pay attorney fees and costs of the landlord  
19 other than those provided by this subpart or law other than  
20 this subpart; or

21 (5) agree to:

22 (i) exculpate or limit a liability of the landlord  
23 arising under this subpart or law other than this  
24 subpart; or

25 (ii) indemnify the landlord for the liability and  
26 the costs connected with the liability.

27 (b) Effect.--A provision in a lease prohibited under  
28 subsection (a) or law other than this subpart is unenforceable.  
29 If the landlord seeks to enforce the provision or accepts the  
30 tenant's voluntary compliance with the provision, the court may

1 award the tenant an amount not to exceed three times the  
2 periodic rent.

3 § 1204. Separation of rent from landlord duties prohibited.

4 A lease, assignment, sublease, conveyance, trust deed or  
5 security instrument may not authorize a person to receive rent  
6 without assuming the duties imposed on the landlord by the lease  
7 and section 1302 (relating to tenant may make repairs to remedy  
8 noncompliance at landlord's expense).

9 § 1205. Attorney fees and costs.

10 (a) Authorization.--Except as set forth in subsection (b),  
11 in an action to enforce a right or remedy arising under a lease  
12 or this subpart, the court shall award the prevailing party  
13 costs. The court may award the prevailing party reasonable  
14 attorney fees if the court determines that the other party:

15 (1) did not act in good faith;

16 (2) willfully performed an act prohibited by the lease  
17 or this subpart; or

18 (3) willfully refrained from performing an act required  
19 by the lease or this subpart.

20 (b) Exception.--Notwithstanding subsection (a), a court may  
21 not award a landlord attorney fees or costs in an uncontested  
22 action to recover possession of a dwelling unit.

23 CHAPTER 13

24 LANDLORD DUTIES

25 Sec.

26 1301. Delivery of possession of dwelling unit to tenant.

27 1302. Tenant may make repairs to remedy noncompliance at  
28 landlord's expense.

29 1303. Limitations on landlord liability.

30 1304. Rules of landlord governing use and enjoyment of

1           premises.

2 1305. Rules of third parties governing use and enjoyment of  
3           premises.

4 § 1301. Delivery of possession of dwelling unit to tenant.

5       A landlord shall deliver physical possession of the dwelling  
6 unit to the tenant at the commencement of the term of the lease.

7 § 1302. Tenant may make repairs to remedy noncompliance at  
8           landlord's expense.

9       (a) Premises.--A landlord shall maintain the premises in a  
10 habitable condition, including making necessary repairs. The  
11 landlord shall ensure that the premises:

12           (1) complies with obligations imposed on the landlord by  
13 any applicable State or local building, housing, fire or  
14 health code or law other than this subpart;

15           (2) has effective waterproofing and weather protection  
16 of the roof and exterior walls, including windows and doors;

17           (3) has plumbing facilities which conform to law and are  
18 maintained in good working order;

19           (4) has access to a water supply which is approved under  
20 law which can provide hot and cold running water;

21           (5) has adequate ventilation and heating facilities  
22 which conform to law and are maintained in good working  
23 order;

24           (6) has electrical lighting, with wiring and equipment,  
25 which conforms to law and is maintained in good working  
26 order;

27           (7) has reasonable measures in place to control the  
28 presence of rodents, bedbugs and other vermin and to prevent  
29 exposure to unsafe levels of radon, lead paint, asbestos,  
30 toxic mold and other hazardous substances;

1       (8) to the extent the premises includes a common area or  
2 other areas under the landlord's control, has reasonable  
3 measures in place to make the area:

4           (i) clean and sanitary;

5           (ii) safe for normal and reasonably foreseeable use  
6 consistent with the lease and in good repair; and

7           (iii) reasonably free of debris, filth, rubbish,  
8 garbage and the items listed in paragraph (7);

9       (9) has an adequate number of appropriate receptacles in  
10 reasonably clean condition if the landlord is obligated to  
11 provide trash removal or recycling service by law or an  
12 agreement in a record signed by the landlord and tenant;

13       (10) has in good repair floors, doors, windows, walls,  
14 ceilings, stairways and railings;

15       (11) has in good repair other facilities and appliances  
16 supplied or required to be supplied by the landlord;

17       (12) has in good repair locks or other security devices  
18 on all exterior doors and on windows that open and close,  
19 including those of the dwelling unit and other parts of the  
20 premises; and

21       (13) has in good working order any safety equipment  
22 required by law.

23       (b) Essential services.--

24           (1) Subject to paragraph (2), a landlord shall ensure  
25 the premises has access to essential services.

26           (2) A lease may require that an account with a utility  
27 provider of an essential service to the dwelling unit be in  
28 the name of the tenant and that the tenant pay the periodic  
29 cost for the service. If the service is not provided because  
30 the tenant fails to pay for the service, the landlord is not

1 in violation of this subsection.

2 (c) Sublessors.--If a sublessor is a landlord for purposes  
3 of this subpart, all of the following apply:

4 (1) Except as set forth in paragraph (2), the sublessor  
5 shall comply with subsection (a).

6 (2) Paragraph (1) does not apply to a duty which would  
7 require the sublessor to access parts of the premises beyond  
8 the sublessor's control.

9 (d) Agreement.--Subject to subsection (e), a landlord and  
10 tenant may agree that the tenant is to perform specified  
11 repairs, maintenance tasks, alterations or remodeling only if:

12 (1) the agreement is in a record, other than the lease,  
13 signed by the parties and supported by adequate  
14 consideration;

15 (2) the work is not necessary to cure the landlord's  
16 noncompliance with subsection (a)(1); and

17 (3) the agreement does not affect the obligation of the  
18 landlord to other tenants on the premises.

19 (e) Improper condition.--A landlord may not treat  
20 performance of an agreement under subsection (d) as a condition  
21 to the performance of an obligation under the lease or this  
22 section.

23 § 1303. Limitations on landlord liability.

24 Except to the extent a landlord and tenant otherwise agree in  
25 a signed record, if the landlord, in a good-faith sale to a bona  
26 fide purchaser, conveys premises which include a dwelling unit  
27 subject to a lease, all of the following apply:

28 (1) Except as set forth in paragraph (2), the landlord  
29 is relieved of liability under the lease and this subpart as  
30 to an event which occurs after the later of:

1           (i) the conveyance to the purchaser; or  
2           (ii) notice in a record by the landlord to the  
3           tenant of the conveyance.

4           (2) Except as set forth in section 20B05 (relating to  
5           disposition of security deposit on termination of landlord  
6           interest in premises), the landlord remains liable to the  
7           tenant for the amount of any security deposit and unearned  
8           rent paid to the landlord.

9   § 1304. Rules of landlord governing use and enjoyment of  
10           premises.

11           (a) Disclosure required.--Except as set forth in section  
12           1305(a) (relating to rules of third parties governing use and  
13           enjoyment of premises) or as required by law other than this  
14           subpart, a landlord may enforce a rule of the landlord in  
15           existence at the time the lease commenced only if the rule was  
16           disclosed to the tenant under section 1108 (relating to required  
17           disclosures by landlord).

18           (b) Time.--Except as set forth in subsection (c) or (d),  
19           after commencement of the term of a lease, the landlord may  
20           adopt or modify a rule concerning the tenant's use and enjoyment  
21           of the premises. The adoption or modification may not take  
22           effect earlier than 30 days after the landlord gives the tenant  
23           notice in a record of the adoption or modification.

24           (c) Periodic tenancy for month-to-month.--In a periodic  
25           tenancy for month-to-month, any adoption or modification under  
26           subsection (b) may not take effect before the expiration of the  
27           period under section 1801(b)(2) (relating to termination of  
28           periodic tenancy) during which the tenant or landlord could have  
29           exercised the right to terminate the tenancy.

30           (d) Tenancy for fixed term.--In a tenancy for a fixed term,

1 if any adoption or modification under subsection (b)  
2 substantially modifies the tenant's benefit of the bargain and  
3 is not required by law other than this subpart, the rule is not  
4 enforceable against the tenant unless the tenant consents in a  
5 signed record.

6 § 1305. Rules of third parties governing use and enjoyment of  
7 premises.

8 (a) Prior to commencement of lease.--If, before the  
9 commencement of the term of a lease, the landlord fails to  
10 disclose a rule adopted by a person other than the landlord  
11 which substantially modifies the tenant's benefit of the bargain  
12 and is not required by law other than this subpart and if the  
13 rule is enforced against the tenant, the tenant may do any of  
14 the following:

15 (1) Recover actual damages from the landlord.

16 (2) Terminate the lease by giving the landlord notice in  
17 a record that the lease will terminate on a date specified in  
18 the notice. The date specified shall be at least 30 days  
19 after the notice is given.

20 (b) After commencement of lease.--

21 (1) This subsection applies to a tenancy for a fixed  
22 term if, after the commencement of the term of a lease:

23 (i) a person other than the landlord adopts or  
24 modifies a rule;

25 (ii) the adoption or modification:

26 (A) substantially changes the tenant's benefit  
27 of the bargain; and

28 (B) is not required by law other than this  
29 subpart; and

30 (iii) the rule is enforced against the tenant.

1           (2) If paragraph (1) applies, the tenant may do any of  
2 the following:

3           (i) Except as set forth in subsection (c), terminate  
4 the lease by giving the landlord notice in a record that  
5 the lease will terminate on a date specified in the  
6 notice. The date specified shall be at least 30 days  
7 after the notice is given.

8           (ii) In the case of a periodic tenancy, terminate  
9 the tenancy under section 1801 (relating to termination  
10 of periodic tenancy).

11 (c) No termination of lease.--A tenant may not terminate a  
12 lease under subsection (b) (2) (i) if the lease provides that:

13           (1) the dwelling unit is subject to rules of a person  
14 other than the landlord; and

15           (2) the person under paragraph (1) may modify the rules  
16 after the commencement of the term of the lease.

17                                   CHAPTER 14

18                                   TENANT REMEDIES

19 Sec.

20 1401. Notice and opportunity to remedy.

21 1402. Noncompliance by landlord; generally.

22 1403. Limitations on remedies.

23 1404. Material noncompliance by landlord; termination of lease.

24 1405. Landlord failure to deliver possession to tenant.

25 1406. Repair by tenant.

26 1407. Failure of essential service.

27 1408. Landlord noncompliance as defense to action for

28           possession or nonpayment of rent; escrow account.

29 1409. Unlawful removal; exclusion; interruption of essential  
30 service.

1 § 1401. Notice and opportunity to remedy.

2 Except as set forth in section 1403 (relating to limitations  
3 on remedies), if a landlord fails to comply with a lease or  
4 section 1302 (relating to tenant may make repairs to remedy  
5 noncompliance at landlord's expense), the tenant has the  
6 remedies under section 1402 (relating to noncompliance by  
7 landlord; generally). To obtain a remedy under this section, the  
8 tenant must do all of the following:

9 (1) Give the landlord notice in a record of the  
10 noncompliance.

11 (2) Give the landlord an opportunity to remedy the  
12 noncompliance within one of the following time periods:

13 (i) Except as set forth in subparagraph (ii), not  
14 later than 14 days after the tenant gives the notice.

15 (ii) If the noncompliance involves failure to  
16 provide an essential service or materially interferes  
17 with the health or safety of the tenant or an immediate  
18 family member, as soon as practicable but not later than  
19 five days after the tenant gives the notice.

20 § 1402. Noncompliance by landlord; generally.

21 (a) Major noncompliance.--Except as set forth in subsection  
22 (c) or section 1403 (relating to limitations on remedies):

23 (1) This subsection applies:

24 (i) if a local licensing, safety or health agency  
25 where the dwelling unit is located certifies the dwelling  
26 as unfit for human habitation; or

27 (ii) if all of the following clauses apply:

28 (A) A landlord does not comply with a lease or  
29 with section 1302 (relating to tenant may make  
30 repairs to remedy noncompliance at landlord's

1 expense).

2 (B) Noncompliance under clause (A):

3 (I) results in the tenant not receiving an  
4 essential service;

5 (II) materially interferes with the health  
6 or safety of the tenant or an immediate family  
7 member; or

8 (III) materially interferes with the use and  
9 enjoyment of the premises by the tenant or an  
10 immediate family member.

11 (C) The tenant gave the landlord notice of  
12 noncompliance under section 1401(1) (relating to  
13 notice and opportunity to remedy).

14 (D) Noncompliance under clause (A) is not  
15 remedied during the applicable period specified in  
16 section 1401.

17 (2) If paragraph (1) applies, the tenant has the  
18 following remedies:

19 (i) Terminate the lease under section 1404 (relating  
20 to material noncompliance by landlord; termination of  
21 lease).

22 (ii) Continue the lease and elect one or more of the  
23 following remedies:

24 (A) Subject to section 1408 (relating to  
25 landlord noncompliance as defense to action for  
26 possession or nonpayment of rent; escrow account),  
27 withhold rent for the period of noncompliance  
28 beginning on the date the tenant gave notice under  
29 section 1401.

30 (B) Recover actual damages.

1           (C) Obtain injunctive relief, specific  
2           performance or other equitable relief.

3           (D) Make repairs and deduct the cost from the  
4           rent under section 1406 (relating to repair by  
5           tenant).

6           (E) Secure an essential service the landlord is  
7           obligated to provide or comparable substitute housing  
8           during the period of noncompliance under section 1407  
9           (relating to failure of essential service).

10       (b) Minor noncompliance.--

11           (1) Except as set forth in subsection (c) or section  
12           1403, this subsection applies if the landlord does not comply  
13           with the lease or section 1302 but the noncompliance does not  
14           materially interfere with:

15               (i) the health or safety of the tenant or an  
16               immediate family member; or

17               (ii) the use and enjoyment of the premises by the  
18               tenant or immediate family member.

19           (2) If paragraph (1) applies, the tenant may continue  
20           the lease and elect one or more of the following remedies:

21               (i) Recover actual damages.

22               (ii) Obtain injunctive relief, specific performance  
23               or other equitable relief.

24               (iii) Make repairs and deduct the cost from the rent  
25               under section 1406.

26       (c) Exception.--A tenant is not entitled to a remedy under  
27       this section to the extent that:

28           (1) the landlord's noncompliance was caused by an act or  
29           omission of the tenant, an immediate family member or a  
30           guest; or

1       (2) the tenant, an immediate family member or a guest  
2 prevented the landlord from having access to the dwelling  
3 unit to remedy the act or omission described in the notice  
4 under section 1401.

5 § 1403. Limitations on remedies.

6       (a) Tenant's remedy for fire, other casualty or natural  
7 disaster.--If a dwelling unit or other part of the premises is  
8 substantially damaged or destroyed by a fire, other casualty or  
9 natural disaster, the following apply:

10       (1) If the unit or other part of the premises is  
11 uninhabitable or inaccessible or continued occupancy of the  
12 unit is unlawful, the tenant may vacate the unit immediately  
13 and, not later than 14 days after vacating the unit, give the  
14 landlord notice in a record of the tenant's intent to  
15 terminate the lease. The lease terminates as of the date the  
16 tenant vacates the unit.

17       (2) If continued occupancy of the unit is lawful,  
18 subject to the landlord's right to terminate the lease under  
19 subsection (b), the tenant, after complying with section 1401  
20 (relating to notice and opportunity to remedy), may continue  
21 the lease and seek the remedies provided in section 1402(a)  
22 (2) (ii) (A), (B), (C) and (D) and (b) (2) (relating to  
23 noncompliance by landlord; generally).

24       (b) Landlord's remedy for fire, other casualty or natural  
25 disaster.--

26       (1) This subsection applies if all of the following  
27 subparagraphs apply:

28           (i) The dwelling unit or other part of the premises  
29           is substantially damaged by a fire, other casualty or  
30           natural disaster.

1           (ii) Continued occupancy of the unit:

2           (A) is unlawful or dangerous; or

3           (B) requires repairs that can be made only if  
4           the tenant vacates the unit.

5           (2) If paragraph (1) applies, the landlord may terminate  
6           the lease by giving the tenant notice in a record that the  
7           lease will terminate on the date specified in the notice. The  
8           specified date shall be at least five days after the notice  
9           is given.

10          (c) Tenant remedies for noncompliance by landlord.--

11           (1) This subsection applies if all of the following  
12           subparagraphs apply:

13           (i) The landlord's noncompliance with the lease or  
14           section 1302 (relating to tenant may make repairs to  
15           remedy noncompliance at landlord's expense) materially  
16           interferes with:

17           (A) the health or safety of the tenant or an  
18           immediate family member; or

19           (B) the use and enjoyment of the premises by the  
20           tenant or an immediate family member.

21           (ii) It is impossible for the landlord to remedy the  
22           noncompliance within the applicable period specified in  
23           section 1401.

24           (2) If paragraph (1) applies, the tenant may:

25           (i) terminate the lease under section 1404(b)  
26           (relating to material noncompliance by landlord;  
27           termination of lease); or

28           (ii) subject to subsection (d), continue the lease  
29           and recover actual damages limited to diminution in the  
30           value of the dwelling unit.

1 (d) Landlord obligations for noncompliance by landlord.--

2 (1) This subsection applies if all of the following  
3 subparagraphs apply:

4 (i) The landlord's noncompliance with the lease or  
5 section 1302 materially interferes with:

6 (A) the health or safety of the tenant or an  
7 immediate family member; or

8 (B) the use and enjoyment of the premises by the  
9 tenant or an immediate family member.

10 (ii) It is impossible for the landlord to remedy the  
11 noncompliance.

12 (2) If paragraph (1) applies, all of the following  
13 apply:

14 (i) Not later than 30 days after receiving the  
15 notice under section 1401, the landlord may terminate the  
16 lease by giving the tenant notice in a record that the  
17 lease will terminate on the date specified in the notice.  
18 The date specified shall be at least 30 days after the  
19 landlord gives the notice.

20 (ii) The landlord may not rent the unit for 90 days  
21 after termination of the lease.

22 (e) Return of security deposit and unearned rent.--If a  
23 lease is terminated under this section, the landlord shall  
24 return the security deposit and unearned rent to which the  
25 tenant is entitled under section 20B04 (relating to disposition  
26 of security deposit and unearned rent on termination of lease).

27 (f) Nonexclusivity.--This section does not preclude:

28 (1) a landlord from seeking actual damages from the  
29 tenant under law other than this subpart for damage to the  
30 premises caused by an act or omission of the tenant, an

1 immediate family member or a guest; or

2 (2) a tenant from seeking actual damages from the  
3 landlord under law other than this subpart if an occurrence  
4 under subsection (a) or (b) was caused by an act or omission  
5 of the landlord or landlord's agent.

6 § 1404. Material noncompliance by landlord; termination of  
7 lease.

8 (a) Health or safety.--

9 (1) This subsection applies if all of the following  
10 subparagraphs apply:

11 (i) The landlord does not comply with the lease or  
12 section 1302 (relating to tenant may make repairs to  
13 remedy noncompliance at landlord's expense).

14 (ii) The noncompliance materially interferes with  
15 the health or safety of the tenant or an immediate family  
16 member.

17 (iii) The noncompliance is not remedied within the  
18 period specified in section 1401(2)(ii) (relating to  
19 notice and opportunity to remedy).

20 (2) If paragraph (1) applies, the tenant may terminate  
21 the lease by giving the landlord notice in a record of the  
22 tenant's intent to terminate the lease immediately or on the  
23 date specified in the notice. The date specified shall be not  
24 later than 30 days after the date of the notice.

25 (b) Use and enjoyment.--

26 (1) This subsection applies if all of the following  
27 subparagraphs apply:

28 (i) The landlord does not comply with the lease or  
29 section 1302.

30 (ii) The noncompliance materially interferes with

1 the use and enjoyment of the premises.

2 (iii) The noncompliance is not remedied within the  
3 period specified in section 1401(2)(i).

4 (2) If paragraph (1) applies, the tenant may terminate  
5 the lease by giving the landlord notice in a record of the  
6 tenant's intent to terminate the lease on the date specified  
7 in the notice. The date specified shall be at least 14 days  
8 after the expiration of the period allowed under section 1401  
9 for the remedy of the noncompliance.

10 (c) Damages.--In addition to terminating the lease under  
11 subsection (a) or (b), the tenant may recover actual damages.

12 (d) Return of security deposit and unearned rent.--If a  
13 tenant terminates a lease under this section, the landlord shall  
14 return any security deposit and unearned rent to which the  
15 tenant is entitled under section 20B04 (relating to disposition  
16 of security deposit and unearned rent on termination of lease).  
17 § 1405. Landlord failure to deliver possession to tenant.

18 (a) Tenant remedies.--Subject to subsection (d), if a  
19 landlord does not deliver physical possession of a dwelling unit  
20 to the tenant under section 1301 (relating to delivery of  
21 possession of dwelling unit to tenant), the tenant is not  
22 required to pay rent until possession is delivered and may:

23 (1) terminate the lease by giving notice in a record to  
24 the landlord at any time before the landlord delivers  
25 possession of the unit to the tenant; or

26 (2) demand performance of the lease by the landlord and:

27 (i) recover actual damages and obtain possession of  
28 the unit from the landlord; or

29 (ii) obtain possession of the unit from any person  
30 wrongfully in possession by any lawful means the landlord

1           could have used.

2           (b) Return of funds.--If a tenant terminates the lease under  
3 subsection (a)(1), the landlord shall return funds received from  
4 the tenant before the commencement of the term of the lease.

5           (c) Damages.--In addition to the rights of a tenant under  
6 subsections (a) and (b), if a landlord's failure to deliver  
7 possession to the tenant under section 1301 is willful, the  
8 tenant may recover the greater of:

9                   (1) three times the periodic rent; or

10                   (2) three times the actual damages.

11           (d) Subrogation.--If a tenant seeks possession under  
12 subsection (a)(2)(ii), the tenant is liable to the landlord for  
13 rent and may recover from the person wrongfully in possession  
14 damages under section 1802 (relating to holdover tenancy).

15 § 1406. Repair by tenant.

16           (a) Authorization.--If a landlord fails to comply with the  
17 lease or section 1302 (relating to tenant may make repairs to  
18 remedy noncompliance at landlord's expense), all of the  
19 following apply:

20                   (1) The tenant may give notice to the landlord under  
21 section 1401 (relating to notice and opportunity to remedy)  
22 specifying the noncompliance.

23                   (2) Except as set forth in subsection (d), the tenant  
24 may make repairs to remedy the noncompliance at the  
25 landlord's expense if:

26                           (i) the landlord fails to remedy the noncompliance  
27 within the applicable period specified in section 1401;

28                           and

29                           (ii) the reasonable cost to remedy the noncompliance  
30 does not exceed one month's periodic rent.

1 (b) Recovery.--

2 (1) A tenant that makes repairs under subsection (a) is  
3 entitled to recover the greater of:

4 (i) the actual and reasonable cost incurred;

5 (ii) the reasonable value of the work performed to  
6 remedy the noncompliance; or

7 (iii) one month's periodic rent.

8 (2) Unless the tenant is reimbursed by the landlord, the  
9 tenant may recover the amount under paragraph (1) by  
10 deducting the amount from rent after submitting to the  
11 landlord an itemized statement, accompanied by receipts for  
12 purchased items and services.

13 (c) Repairs.--A repair under subsection (a) must be made in  
14 a professional manner and in compliance with applicable law.

15 (d) Exception.--Subsection (a) (2) does not apply to the  
16 extent that:

17 (1) the noncompliance was caused by an act or omission  
18 of the tenant, an immediate family member or a guest; or

19 (2) the landlord was unable to remedy the noncompliance  
20 within the applicable period specified in section 1401  
21 because the tenant, an immediate family member or a guest  
22 denied the landlord access to the dwelling unit.

23 § 1407. Failure of essential service.

24 (a) Tenant.--Except as set forth in subsection (b) or  
25 section 1403 (relating to limitations on remedies), if a tenant  
26 fails to receive an essential service that the landlord has a  
27 duty to provide under section 1302(b) (relating to tenant may  
28 make repairs to remedy noncompliance at landlord's expense), all  
29 of the following apply:

30 (1) The tenant may give notice to the landlord under

1 section 1401 (relating to notice and opportunity to remedy)  
2 specifying the failure.

3 (2) If the landlord fails to provide the essential  
4 service within the applicable period specified under section  
5 1401:

6 (i) the tenant may:

7 (A) take appropriate measures to secure the  
8 essential service during the period of the landlord's  
9 noncompliance; and

10 (B) deduct the actual and reasonable cost from  
11 the rent; or

12 (ii) the tenant may:

13 (A) procure comparable substitute housing at the  
14 landlord's expense during the period of the  
15 noncompliance; and

16 (B) recover actual damages.

17 (b) Exception.--This section does not apply if the tenant's  
18 failure to receive the essential service was caused by an act or  
19 omission of the tenant, an immediate family member or a guest.

20 § 1408. Landlord noncompliance as defense to action for  
21 possession or nonpayment of rent; escrow account.

22 (a) Defense for tenant.--If a landlord fails to comply with  
23 the lease or section 1302 (relating to tenant may make repairs  
24 to remedy noncompliance at landlord's expense) and the tenant  
25 has complied with section 1401 (relating to notice and  
26 opportunity to remedy), the tenant may defend an action by the  
27 landlord based on nonpayment of rent on the ground that no rent  
28 was due because of the noncompliance.

29 (b) Escrow.--If a tenant is in possession of a dwelling unit  
30 when the landlord files an action based on nonpayment of rent,

1 either party may seek a court order directing the tenant to pay  
2 all or part of the unpaid rent and all additional rent as it  
3 accrues into an escrow account with the court or a bank or other  
4 entity authorized by the court to hold funds in escrow.

5 (c) Release of escrow.--If rent has been paid into escrow  
6 under subsection (b), upon a determination that the landlord  
7 fully complied with the lease and section 1302, the court shall  
8 order the immediate release to the landlord of rent held in  
9 escrow and enter judgment for any remaining rent owed.

10 (d) Other treatment of escrow.--If rent has been paid into  
11 escrow under subsection (b), upon a determination that the  
12 landlord's noncompliance with the lease or section 1302  
13 materially interferes with the health or safety of a tenant or  
14 an immediate family member or with the use and enjoyment of the  
15 premises by the tenant or an immediate family member, the court  
16 may order one or more of the following:

17 (1) Release to the landlord all or part of the rent held  
18 in escrow to be used only to bring the premises into  
19 compliance with the lease or section 1302.

20 (2) Return to the tenant all or part of the rent held in  
21 escrow in compensation for:

22 (i) a repair made by the tenant in compliance with  
23 section 1406 (relating to repair by tenant); or

24 (ii) actual damages.

25 (3) The tenant's continued payment of rent into escrow  
26 as rent becomes due or abatement of future rent until the  
27 landlord brings the premises into compliance with the lease  
28 or section 1302.

29 (4) Payment to the landlord of rent held in escrow not  
30 otherwise payable to the tenant.

1 (e) Compliance without escrow.--If rent has not been paid  
2 into escrow under subsection (b), upon a determination that the  
3 landlord complied with the lease and section 1302, the court  
4 shall render judgment for unpaid rent.

5 (f) Noncompliance without escrow.--If rent has not been paid  
6 into escrow under subsection (b), upon a determination that the  
7 landlord's noncompliance with the lease or section 1302  
8 materially interferes with the health or safety of a tenant or  
9 an immediate family member or with the use and enjoyment of the  
10 premises by the tenant or an immediate family member, the court  
11 shall render judgment for unpaid rent less any amount expended  
12 by the tenant in compliance with section 1406 to repair the  
13 premises and actual damages.

14 (g) Additional relief.--In addition to other remedies  
15 provided under this section, the court may award possession or  
16 other appropriate relief if the court determines the tenant:

- 17 (1) acted in bad faith in withholding rent; or  
18 (2) failed to comply with an order to pay rent into  
19 escrow under subsection (b) or to pay rent or other amounts  
20 owed to the landlord under this section.

21 § 1409. Unlawful removal; exclusion; interruption of essential  
22 service.

23 (a) Damages.--If a landlord unlawfully removes or excludes  
24 the tenant from the premises or willfully interrupts or causes  
25 the interruption of an essential service the landlord has the  
26 duty to provide to the tenant, the tenant:

- 27 (1) may recover the greater of:  
28 (i) three times the periodic rent; or  
29 (ii) three times actual damages; and  
30 (2) may:



1 facilities and appliances on the premises.

2 (7) Notify the landlord within a reasonable time of any  
3 condition of the premises which requires repair by the  
4 landlord under the lease or section 1302 (relating to tenant  
5 may make repairs to remedy noncompliance at landlord's  
6 expense).

7 (8) Return the dwelling unit to the landlord at the  
8 termination of the lease in the same condition as it was at  
9 the commencement of the term of the lease, with the premises  
10 free of any damage caused by the tenant, an immediate family  
11 member or a guest, except for:

12 (i) normal wear and tear;

13 (ii) damage resulting from a cause beyond the  
14 control of the tenant, an immediate family member or  
15 guest; or

16 (iii) any addition and improvement installed on the  
17 premises with the landlord's consent.

18 (9) Unless the landlord and tenant otherwise agree, use  
19 the dwelling unit only for residential purposes.

20 (b) Prohibitions.--A tenant may not do any of the following:

21 (1) Without the landlord's consent, willfully or  
22 negligently:

23 (i) destroy, deface, damage, impair, remove or  
24 render inoperative any part of the premises;

25 (ii) destroy, deface, damage, impair, remove or  
26 render inoperative any safety equipment on the premises;  
27 or

28 (iii) permit an immediate family member or a guest  
29 to do any of the acts specified in this paragraph.

30 (2) Disturb the use and enjoyment of the premises by

1 another tenant.

2 (3) Permit an immediate family member or a guest to  
3 violate paragraph (2).

4 (4) Engage in or permit an immediate family member or a  
5 guest to engage in criminal activity.

6 CHAPTER 16

7 LANDLORD REMEDIES

8 Sec.

9 1601. Tenant failure to pay rent; other noncompliance with  
10 lease.

11 1602. Waiver of landlord right to terminate.

12 1603. Distraint for rent abolished; lien prohibited.

13 1604. Abandonment; remedy after termination.

14 1605. Limitation on self-help recovery.

15 § 1601. Tenant failure to pay rent; other noncompliance with  
16 lease.

17 (a) Opportunity to remedy.--

18 (1) Except as otherwise provided by law other than this  
19 subpart, a landlord may terminate a lease for:

20 (i) nonpayment of rent when due; or

21 (ii) material noncompliance with a lease or this  
22 subpart by the tenant, an immediate family member or a  
23 guest.

24 (2) Subject to subsection (b), the following apply:

25 (i) For termination under paragraph (1)(i), the  
26 landlord must give the tenant notice in a record stating  
27 that if the rent remains unpaid 14 days after the notice  
28 is given, the lease will terminate on expiration of the  
29 14-day period or a later date specified in the notice.

30 (ii) For termination under paragraph (1)(ii), the

1 landlord must give the tenant notice in a record  
2 specifying the act or omission constituting the  
3 noncompliance and stating that, if the noncompliance is  
4 not remedied not later than 14 days after the landlord  
5 gives the notice, the lease will terminate on a date  
6 specified in the notice. The date specified shall be at  
7 least 30 days after the landlord gives the notice.

8 (b) No opportunity to remedy.--

9 (1) A landlord may terminate a lease without giving the  
10 tenant an opportunity to remedy a noncompliance if any of the  
11 following subparagraphs apply:

12 (i) For a termination under subsection (a)(1)(i),  
13 the tenant failed to pay rent in a timely manner on at  
14 least two occasions within the immediately preceding four  
15 months.

16 (ii) For a termination under subsection (a)(1)(ii):

17 (A) the tenant committed substantially the same  
18 act or omission within the immediately preceding six  
19 months;

20 (B) the noncompliance poses an actual and  
21 imminent threat to the health or safety of an  
22 individual on the premises or the landlord or  
23 landlord's agent; or

24 (C) except as set forth in paragraph (3), the  
25 noncompliance constitutes a criminal act.

26 (2) To terminate a lease under paragraph (1), the  
27 landlord must give notice in a record. The notice must  
28 specify the reason for termination. The notice must state a  
29 termination date as follows:

30 (i) For a termination under paragraph (1)(i) or (ii)

1 (A), the lease will terminate on a date specified in the  
2 notice. The date specified shall be at least 14 days  
3 after the landlord gives the notice.

4 (ii) For a termination under paragraph (1)(ii)(B) or  
5 (C), the lease will terminate immediately or on a later  
6 date specified in the notice.

7 (3) Paragraph (1)(ii)(C) does not apply if all of the  
8 following apply:

9 (i) The criminal act was the act of an immediate  
10 family member or a guest.

11 (ii) The tenant:

12 (A) neither knew nor should have known the act  
13 was going to be committed; and

14 (B) takes reasonable steps to ensure that there  
15 will not be a repeated criminal act on the premises  
16 by the immediate family member or guest.

17 (c) Injunction or damages.--Except as otherwise provided in  
18 this subpart, if the tenant fails to comply with section 1501  
19 (relating to tenant duties), the landlord may:

20 (1) obtain injunctive relief or specific performance; or

21 (2) regardless of whether the lease terminates as a  
22 result of the tenant's noncompliance, recover actual damages.

23 § 1602. Waiver of landlord right to terminate.

24 (a) Waiver.--Subject to subsection (b):

25 (1) Except as set forth in paragraph (2), any of the  
26 following constitute waiver of a landlord's right to  
27 terminate a lease for noncompliance by the tenant with the  
28 lease or this subpart:

29 (i) Acceptance by a landlord of rent for two or more  
30 successive rental periods with knowledge of the

1           noncompliance.

2           (ii) Acceptance by the landlord of the tenant's  
3           performance which varies from the terms of the lease or  
4           this subpart.

5           (2) Paragraph (1) does not apply if the landlord and  
6           tenant otherwise agree after the noncompliance occurs.

7           (b) Termination of periodic tenancy.--This section does not  
8           prevent a landlord or tenant from exercising a right under  
9           section 1801 (relating to termination of periodic tenancy).  
10          § 1603. Distraint for rent abolished; lien prohibited.

11          (a) Abolition.--Distraint for rent is abolished.

12          (b) Lien prohibition.--A landlord may not create, perfect or  
13          enforce a lien or security interest on a tenant's tangible  
14          personal property to secure the tenant's performance under the  
15          lease or this subpart.

16          § 1604. Abandonment; remedy after termination.

17          (a) Abandonment.--A tenant abandons a dwelling unit if any  
18          of the following paragraphs apply:

19                  (1) The tenant:

20                          (i) delivers possession of the unit to the landlord  
21                          before the end of the term by returning the keys or other  
22                          means of access; or

23                          (ii) otherwise notifies the landlord the unit has  
24                          been vacated.

25                  (2) Rent which is due is not paid for at least five days  
26          and the tenant:

27                          (i) vacates the unit by removing substantially all  
28                          of the tenant's personal property from the unit and the  
29                          premises; and

30                          (ii) either:

1           (A) causes the termination of an essential  
2           service; or

3           (B) otherwise indicates by words or conduct that  
4           the tenant has no intention to return to the unit.

5       (b) Recovery of possession.--If a tenant abandons the  
6       dwelling unit before the end of the term of the lease, the  
7       landlord may recover possession of the unit without a court  
8       order and may act under any of the following paragraphs:

9           (1) The landlord may accept the tenant's abandonment of  
10          the unit by notice in a record given to the tenant. Upon  
11          acceptance under this paragraph, all of the following apply:

12           (i) The lease terminates on the date of abandonment.

13           (ii) The landlord and tenant are liable to each  
14          other under the lease only for a noncompliance with the  
15          lease or this subpart which occurs before the lease  
16          terminates.

17           (iii) The landlord shall return any security deposit  
18          and unearned rent to which the tenant is entitled under  
19          section 20B04 (relating to disposition of security  
20          deposit and unearned rent on termination of lease).

21          (2) The landlord may treat the abandonment as wrongful.  
22       If the landlord acts under this paragraph, the tenant remains  
23       liable under the lease and the landlord has a duty to  
24       mitigate by making a reasonable effort. All of the following  
25       apply:

26           (i) The landlord's duty to mitigate does not take  
27          priority over the landlord's right to lease first any  
28          other dwelling unit the landlord has available to lease.

29           (ii) If the landlord leases the abandoned dwelling  
30          unit to another person for a term beginning before the

1 expiration of the term of the lease of the abandoning  
2 tenant:

3 (A) the lease terminates as of the date of the  
4 new tenancy; and

5 (B) the landlord may recover actual damages from  
6 the abandoning tenant.

7 (iii) If the landlord makes a reasonable effort but  
8 is unable to rent the dwelling unit or is able to rent it  
9 only for an amount less than the rent payable by the  
10 abandoning tenant, the landlord may recover actual  
11 damages from the abandoning tenant.

12 (iv) If the landlord does not make a reasonable  
13 effort:

14 (A) the lease terminates as of the date of  
15 abandonment; and

16 (B) the landlord and tenant are liable to each  
17 other under the lease or this subpart only for a  
18 noncompliance with the lease or this subpart which  
19 occurs before the date of abandonment.

20 (v) After deducting the landlord's actual damages,  
21 the landlord shall return any security deposit and  
22 unearned rent to which the tenant is entitled under  
23 section 20B04.

24 § 1605. Limitation on self-help recovery.

25 Except as set forth in section 1604 (relating to abandonment;  
26 remedy after termination), all of the following apply:

27 (1) A landlord may not recover or take possession of a  
28 dwelling unit by an act of self-help, including willful  
29 interruption or causing the willful interruption of an  
30 essential service to the unit.

1       (2) A landlord may recover possession of a dwelling unit  
2 following termination of a lease only through an action  
3 permitted by law other than this subpart.

4                                   CHAPTER 17

5                                   ACCESS TO DWELLING UNIT

6 Sec.

7 1701. Landlord access to dwelling unit.

8 1702. Remedies for abuse of access.

9 § 1701. Landlord access to dwelling unit.

10 (a) Prohibition.--Except as set forth in subsection (d) or  
11 (e), a landlord may not enter a dwelling unit unless:

12       (1) entry is permitted by the lease or the tenant  
13 otherwise agrees;

14       (2) entry is under a court order;

15       (3) the tenant has abandoned the unit under section 1604  
16 (relating to abandonment; remedy after termination); or

17       (4) permitted by law other than this subpart.

18 (b) Tenant consent.--A tenant may not unreasonably withhold  
19 consent for the landlord to enter the dwelling unit to:

20       (1) inspect the unit;

21       (2) make a necessary or agreed-to repair, alteration or  
22 improvement;

23       (3) supply a necessary or agreed-to service; or

24       (4) exhibit the unit to a prospective or actual  
25 purchaser, mortgagee, tenant, worker or contractor or a  
26 public official responsible for enforcing a building,  
27 housing, fire or health code or other law.

28 (c) Time and notice.--Except as set forth in subsection (d)  
29 or (e), a landlord may enter a dwelling unit only at a  
30 reasonable time and with the tenant's consent and shall give the

1 tenant at least 24 hours' notice of the intent to enter the  
2 unit.

3 (d) Routine maintenance and pest control.--For routine  
4 maintenance or pest control, a landlord may enter the dwelling  
5 unit without the tenant's consent if the landlord gives the  
6 tenant:

7 (1) at least 72 hours' notice of the intent to enter the  
8 unit; or

9 (2) a fixed schedule for maintenance or pest control at  
10 least 72 hours before the first scheduled entry into the  
11 unit.

12 (e) Emergencies and requests.--In an emergency or when  
13 maintenance or repairs are being made at a tenant's request, the  
14 landlord may enter the dwelling unit without the tenant's  
15 consent if the landlord gives notice that is reasonable under  
16 the circumstances. If the landlord enters the unit when the  
17 tenant is not present and before giving notice, the landlord  
18 shall leave notice in a record of the entry in a conspicuous  
19 place in the unit stating the fact of entry, the date and time  
20 of entry and the reason for the entry.

21 (f) Contents of notice.--If notice is given before the  
22 landlord enters the unit, the notice must state:

23 (1) the intended purpose for the entry; and

24 (2) the date and a reasonable period during which the  
25 landlord anticipates making the entry.

26 (g) Harassment.--A landlord may not abuse the right under  
27 this section to enter a tenant's dwelling unit or use the right  
28 to harass the tenant.

29 § 1702. Remedies for abuse of access.

30 (a) Landlord.--If a tenant unreasonably refuses to allow the

1 landlord access to the dwelling unit, all of the following  
2 paragraphs apply:

3 (1) The landlord may:

4 (i) obtain a court order to compel the tenant to  
5 grant the landlord access to the unit; or

6 (ii) terminate the lease by giving the tenant notice  
7 in a record stating that, if the tenant fails to grant  
8 the landlord access to the unit not later than 14 days  
9 after the notice, the lease will terminate on expiration  
10 of the 14-day period or on a later date specified in the  
11 notice.

12 (2) The landlord may recover the greater of:

13 (i) actual damages; or

14 (ii) one month's periodic rent.

15 (b) Tenant.--

16 (1) This subsection applies if a landlord:

17 (i) unlawfully enters a tenant's dwelling unit;

18 (ii) lawfully enters a tenant's dwelling unit in an  
19 unreasonable manner; or

20 (iii) makes repeated demands to enter which are  
21 otherwise lawful but have the effect of harassing the  
22 tenant.

23 (2) If paragraph (1) applies, all of the following  
24 subparagraphs apply:

25 (i) The tenant may do either of the following:

26 (A) Seek injunctive relief to prevent the  
27 recurrence of the conduct.

28 (B) Terminate the lease by giving the landlord  
29 notice in a record that the lease will terminate  
30 immediately or on a later date specified in the

1 notice. The date specified must not be later than 30  
2 days after notice is given.

3 (ii) The tenant may recover the greater of:

4 (A) actual damages; or

5 (B) one month's periodic rent.

6 CHAPTER 18

7 PERIODIC AND HOLDOVER TENANCY;

8 DEATH OF TENANT

9 Sec.

10 1801. Termination of periodic tenancy.

11 1802. Holdover tenancy.

12 1803. Death of tenant.

13 § 1801. Termination of periodic tenancy.

14 (a) Notice required.--A periodic tenancy continues until  
15 notice is given under subsection (b).

16 (b) Procedure.--Except as otherwise provided in this  
17 subpart, the following apply:

18 (1) A landlord may terminate a periodic tenancy:

19 (i) for week-to-week, by giving the tenant at least  
20 five days' notice in a record of the landlord's intent to  
21 terminate the tenancy on a date specified in the notice;  
22 and

23 (ii) for month-to-month, by giving the tenant at  
24 least one month's notice in a record of the landlord's  
25 intent to terminate the tenancy at the end of the monthly  
26 period.

27 (2) A tenant may terminate a periodic tenancy:

28 (i) for week-to-week, by giving the landlord at  
29 least five days' notice in a record of the tenant's  
30 intent to terminate the tenancy on a date specified in

1           the notice; and

2                   (ii) for month-to-month, by giving the landlord at  
3                   least one month's notice in a record of the tenant's  
4                   intent to terminate the tenancy at the end of the monthly  
5                   period.

6 § 1802. Holdover tenancy.

7           (a) Action for possession.--Except as set forth in section  
8           1405(a)(2)(ii) (relating to landlord failure to deliver  
9           possession to tenant), all of the following apply:

10                   (1) A landlord may bring an action for possession of a  
11                   dwelling unit if a tenant remains in possession of the unit  
12                   without the landlord's consent after:

13                           (i) expiration of a tenancy for a fixed term,  
14                           subject to subsection (b); or  
15                           (ii) termination of a periodic tenancy.

16                   (2) If the tenant's holdover is willful, the landlord  
17                   may recover the greater of:

18                           (i) three times the periodic rent; or  
19                           (ii) three times the actual damages.

20           (b) Tenancy at sufferance.--Unless a landlord and tenant  
21           otherwise agree in a record, if the tenant remains in possession  
22           of a dwelling unit with the landlord's consent after expiration  
23           of a tenancy for a fixed term, a periodic tenancy for month-to-  
24           month arises under the same terms as the lease prior to the  
25           expiration of the tenancy.

26 § 1803. Death of tenant.

27           (a) Assumption of lease.--If a sole tenant under a lease  
28           dies before the end of a tenancy for a fixed term or a periodic  
29           tenancy, the tenant's surviving spouse or domestic partner, who  
30           resides in the dwelling unit, may assume the lease. To assume

1 the lease, the individual must give the landlord notice in a  
2 record not later than 20 days after the tenant's death stating  
3 the individual's intent. Upon assumption, the individual becomes  
4 the tenant under the lease.

5 (b) Termination.--Subject to subsection (c) and except as  
6 set forth in subsection (d) or law other than this subpart, all  
7 of the following apply:

8 (1) A landlord may terminate the lease of a deceased  
9 tenant by giving notice in a record to:

10 (i) the tenant's representative; and

11 (ii) the surviving spouse or domestic partner of the  
12 tenant, who resides in the dwelling unit.

13 (2) A tenant's representative may terminate the lease of  
14 a deceased tenant by giving notice in a record to:

15 (i) the landlord; and

16 (ii) the surviving spouse domestic partner of the  
17 tenant, who resides in the dwelling unit.

18 (3) Notice under paragraph (1) or (2) must state the  
19 lease will terminate on a date specified in the notice. The  
20 date specified must be at least 30 days after:

21 (i) the notice, in the case of a tenancy for a fixed  
22 term; or

23 (ii) a specified date under section 1801(b)  
24 (relating to termination of periodic tenancy), in the  
25 case of a periodic tenancy.

26 (4) Notice under paragraph (1)(ii) or (2)(ii) must state  
27 that the surviving spouse or domestic partner has 20 days  
28 after receipt of the notice to assume the lease.

29 (c) Time.--If a deceased tenant is survived by a spouse or  
30 domestic partner who resides in the dwelling unit, notice to

1 terminate a lease under subsection (b) may not be given before  
2 the time specified in subsection (a) expires.

3 (d) Waiver of notice.--A landlord may terminate a lease  
4 without notice if:

5 (1) the landlord is unable to contact a person required  
6 to be notified under subsection (b)(1) for the purpose of  
7 terminating the lease; and

8 (2) rent is overdue for at least 25 days.

9 CHAPTER 19

10 RETALIATION

11 Sec.

12 1901. Retaliation prohibited.

13 1902. Tenant remedies for retaliatory conduct.

14 1903. Presumption of retaliatory conduct.

15 1904. Landlord remedies for bad faith action of tenant.

16 § 1901. Retaliation prohibited.

17 (a) Prohibited purposes.--Except as set forth in subsection  
18 (c), a landlord may not engage in conduct described in  
19 subsection (b) if the landlord's purpose is to retaliate against  
20 a tenant who does any of the following:

21 (1) complains to a governmental agency responsible for  
22 enforcement of a building, housing, fire or health code or  
23 other law, alleging a violation:

24 (i) applicable to the premises; and

25 (ii) materially affecting the health or safety of  
26 the tenant or an immediate family member;

27 (2) complains to a governmental agency responsible for  
28 enforcement of laws prohibiting discrimination in rental  
29 housing;

30 (3) complains to the landlord of noncompliance with the

1 lease or section 1302 (relating to tenant may make repairs to  
2 remedy noncompliance at landlord's expense);

3 (4) organizes or becomes a member of a tenant's union or  
4 similar organization;

5 (5) exercises or attempts to exercise a right or remedy  
6 under the lease, this subpart or law other than this subpart;  
7 or

8 (6) pursues an action or administrative remedy against  
9 the landlord or testified against the landlord in court or an  
10 administrative proceeding.

11 (b) Conduct.--Conduct which may be retaliatory under  
12 subsection (a) includes doing or threatening to do any of the  
13 following:

14 (1) Increasing rent or fees.

15 (2) Decreasing services.

16 (3) Increasing the tenant's obligations.

17 (4) Imposing different rules on, or selectively  
18 enforcing rules against, the tenant or an immediate family  
19 member.

20 (5) Materially altering the terms of the lease.

21 (6) Bringing an action for possession on a ground other  
22 than nonpayment of rent.

23 (7) Refusing to renew a tenancy for a fixed term under a  
24 lease containing a renewal option which is exercisable at the  
25 sole discretion of the tenant.

26 (8) Terminating a periodic tenancy.

27 (9) Committing a criminal act against the tenant, an  
28 immediate family member or a guest.

29 (c) Exceptions.--A landlord is not liable for retaliation  
30 under subsection (a) if:

1       (1) the violation of which the tenant complains under  
2 subsection (a) (1) or (2) was caused primarily by the tenant,  
3 an immediate family member or a guest;

4       (2) the tenant's conduct described in subsection (a) was  
5 in an unreasonable manner or at an unreasonable time or was  
6 repeated in a manner harassing the landlord;

7       (3) the tenant was in default in the payment of rent at  
8 the time notice of the action described in subsection (b) (6)  
9 was sent;

10       (4) the tenant, an immediate family member or a guest  
11 engaged in conduct which threatened the health or safety of  
12 another tenant on the premises;

13       (5) the tenant, an immediate family member or a guest  
14 engaged in a criminal act;

15       (6) the landlord is seeking to recover possession based  
16 on a notice to terminate the lease, and the notice was given  
17 to the tenant before the tenant engaged in conduct described  
18 in subsection (a); or

19       (7) the landlord is complying or complied with a  
20 building, housing, fire or health code or other law by making  
21 a required repair, alteration, remodeling or demolition,  
22 which effectively deprives the tenant of the use and  
23 enjoyment of the premises.

24 § 1902. Tenant remedies for retaliatory conduct.

25       (a) Defense and counterclaim.--If a landlord violates  
26 section 1901 (relating to retaliation prohibited), all of the  
27 following apply:

28       (1) The tenant has a defense against an action for  
29 possession.

30       (2) The tenant may recover possession or terminate the

1 lease.

2 (3) The tenant may recover the greater of:

3 (i) three times the periodic rent; or

4 (ii) three times the actual damages.

5 (b) Return of security deposit and unearned rent.--If a  
6 tenant terminates a lease under subsection (a) (2), the landlord  
7 shall return any security deposit and unearned rent to which the  
8 tenant is entitled under section 20B04 (relating to disposition  
9 of security deposit and unearned rent on termination of lease).

10 (c) Effect on Landlord liability.--The tenant's exercise of  
11 a right under this section does not release the landlord from  
12 liability under section 1402 (relating to noncompliance by  
13 landlord; generally).

14 § 1903. Presumption of retaliatory conduct.

15 (a) Establishment.--Except as set forth in subsection (b),  
16 evidence that a tenant engaged in conduct described in section  
17 1901(a) (relating to retaliation prohibited) within six months  
18 before the landlord's alleged retaliatory conduct creates a  
19 rebuttable presumption that the purpose of the landlord's  
20 conduct was retaliation.

21 (b) Exception.--A presumption does not arise under  
22 subsection (a) if the tenant engaged in conduct described in  
23 section 1901(a) after the landlord gave the tenant notice of the  
24 landlord's intent to engage in conduct described in section  
25 1901(b) (1), (2), (3), (7) or (8).

26 (c) Rebuttal of presumption.--A landlord may rebut a  
27 presumption under subsection (a) by a preponderance of evidence  
28 showing that the landlord:

29 (1) had sufficient justification for engaging in the  
30 conduct which created the presumption; and

1 (2) would have engaged in the conduct in the same manner  
2 and at the same time whether or not the tenant engaged in  
3 conduct described in section 1901(a).

4 § 1904. Landlord remedies for bad faith action of tenant.

5 If a tenant engages in conduct described in section 1901(a)  
6 (1) or (5) (relating to retaliation prohibited) knowing there is  
7 no factual or legal basis for the conduct, the landlord may  
8 recover actual damages and the court may award the landlord up  
9 to three times the periodic rent.

10 CHAPTER 20

11 DISPOSITION OF TENANT PERSONAL PROPERTY

12 Sec.

13 2001. Disposition of tenant personal property on termination or  
14 abandonment.

15 2002. Removal of personal property of deceased tenant by tenant  
16 representative.

17 2003. Disposition of personal property of deceased tenant  
18 without tenant representative.

19 § 2001. Disposition of tenant personal property on termination  
20 or abandonment.

21 (a) Relinquishment.--For purposes of this chapter,  
22 possession of a dwelling unit is relinquished to the landlord  
23 when the tenant:

24 (1) vacates the unit at the termination of the tenancy;

25 or

26 (2) abandons the unit under section 1604 (relating to  
27 abandonment; remedy after termination).

28 (b) Disposition.--If personal property remains on the  
29 premises after possession of a dwelling unit is relinquished  
30 under subsection (a) and if the landlord and tenant do not agree

1 otherwise at the time of relinquishment, except as set forth in  
2 subsection (g) or (i), the landlord shall:

3 (1) subject to subsection (c), give the tenant notice in  
4 a record of the tenant's right to retrieve the property; and

5 (2) leave the property in the unit or store the property  
6 on the premises or in another place of safekeeping and  
7 exercise reasonable care in moving or storing the property.

8 (c) Notice.--The notice under subsection (b)(1) must:

9 (1) be posted at the dwelling unit;

10 (2) be sent to:

11 (i) the forwarding address the tenant provided to  
12 the landlord;

13 (ii) the address provided under section 1109  
14 (relating to required disclosures by tenant); or

15 (iii) if no address is provided, the address of the  
16 unit;

17 (3) inform the tenant of the right to contact the  
18 landlord to claim the property within the period specified in  
19 subsection (d), subject to payment of the landlord's  
20 inventorying, moving and storage costs; and

21 (4) provide a telephone number, electronic-mail address,  
22 or mailing address at which the landlord may be contacted.

23 (d) Tenant retrieval.--If the tenant contacts the landlord  
24 to claim personal property not later than eight days after the  
25 landlord gives notice under subsection (b)(1), the landlord  
26 shall permit the tenant to retrieve personal property not later  
27 than:

28 (1) five days after the date of contact; or

29 (2) within a longer period to which the parties agree.

30 (e) Costs.--Except as set forth in subsection (i), the

1 landlord may require the tenant to pay reasonable inventorying,  
2 moving and storage costs before retrieving personal property  
3 under subsection (d).

4 (f) Health and safety.--This section does not prohibit the  
5 landlord from immediately:

6 (1) disposing of perishable food, hazardous material,  
7 garbage and trash; or

8 (2) transferring an animal to an animal-control officer,  
9 humane society or other person willing to care for the  
10 animal.

11 (g) Deemed abandonment.--Except as set forth in subsection  
12 (i), unless the landlord and tenant otherwise agree, if the  
13 tenant fails to contact the landlord or retrieve personal  
14 property under subsection (d), the property is deemed abandoned  
15 and:

16 (1) if a sale is economically feasible, the landlord  
17 shall:

18 (i) sell the property; and

19 (ii) after deducting the reasonable cost of  
20 inventorying, moving, storing and disposing of the  
21 property, treat the proceeds as part of the tenant's  
22 security deposit; or

23 (2) if a sale is not economically feasible, the landlord  
24 may dispose of the property in any manner the landlord  
25 considers appropriate.

26 (h) Immunity.--A landlord that complies with this section is  
27 not liable to the tenant or another person for a claim arising  
28 from removal of personal property from the premises.

29 (i) Court order.--

30 (1) A landlord that recovers possession of a dwelling

1 unit under a court order is not required to comply with this  
2 section.

3 (2) If a landlord that recovers possession under a court  
4 order complies with this section, the landlord is not liable  
5 to the tenant or another person for a claim arising from  
6 removal of personal property from the premises.

7 § 2002. Removal of personal property of deceased tenant by  
8 tenant representative.

9 (a) Notice and access.--If a landlord knows that a tenant  
10 who was the sole occupant of a dwelling unit has died, the  
11 landlord:

12 (1) shall notify a tenant representative of the death;

13 (2) shall give the representative access to the premises  
14 at a reasonable time to remove personal property from the  
15 unit and other personal property of the tenant elsewhere on  
16 the premises;

17 (3) may require the representative to prepare and sign  
18 an inventory of the property being removed; and

19 (4) shall pay the representative the deceased tenant's  
20 security deposit and unearned rent to which the tenant  
21 otherwise would have been entitled under section 20B04  
22 (relating to disposition of security deposit and unearned  
23 rent on termination of lease).

24 (b) Acceptance of authority.--A contact person or heir  
25 accepts appointment as a tenant representative by exercising  
26 authority under this subpart or other assertion or conduct  
27 indicating acceptance.

28 (c) Termination of authority.--The authority of the contact  
29 person or heir to act under this subpart terminates when the  
30 contact person or heir, or the landlord, knows that a personal

1 representative has been appointed for the deceased tenant's  
2 estate.

3 (d) Immunity.--A landlord that complies with this section is  
4 not liable to the tenant's estate or another person for unearned  
5 rent, a security deposit or a claim arising from removal of  
6 personal property from the premises.

7 (e) Damages.--A landlord that willfully violates subsection  
8 (a) is liable to the estate of the deceased tenant for actual  
9 damages.

10 (f) Additional rights.--In addition to the rights provided  
11 in this section, a tenant representative has the deceased  
12 tenant's rights and responsibilities under section 2001  
13 (relating to disposition of tenant personal property on  
14 termination or abandonment).

15 § 2003. Disposition of personal property of deceased tenant  
16 without tenant representative.

17 (a) Landlord obligations.--If the landlord knows of the  
18 death of a tenant who, at the time of death, was the sole  
19 occupant of a dwelling unit and if the landlord terminates the  
20 lease under section 1803(d) (relating to death of tenant), all  
21 of the following apply:

22 (1) The landlord shall mail notice to:

23 (i) the tenant at:

24 (A) the tenant's last-known address; or

25 (B) an address of the tenant known to the  
26 landlord; and

27 (ii) a person the tenant has told the landlord to  
28 contact in the case of an emergency.

29 (2) The notice under paragraph (1) shall state:

30 (i) the name of the tenant and address of the

1 dwelling unit;

2 (ii) the approximate date of the tenant's death;

3 (iii) that, if the personal property on the premises  
4 is not claimed within 60 days after the date the notice  
5 was sent, the property is subject to disposal by the  
6 landlord; and

7 (iv) the landlord's name, telephone number and  
8 address or electronic-mail address at which the landlord  
9 may be contacted to claim the property.

10 (3) With the exercise of reasonable care, may leave the  
11 property in the dwelling unit or inventory the property and  
12 store it on the premises or in another place of safekeeping.

13 (b) Retrieval.--If a tenant representative is subsequently  
14 identified, the representative may retrieve the deceased  
15 tenant's personal property from the landlord not later than 60  
16 days after the notice under subsection (a). The landlord may  
17 require the representative to pay the reasonable inventorying,  
18 moving and storage costs before retrieving the property.

19 (c) Disposal.--If a deceased tenant's personal property is  
20 not retrieved within the time specified in subsection (b), the  
21 landlord may dispose of the property in compliance with section  
22 2001(g) (relating to disposition of tenant personal property on  
23 termination or abandonment).

24 (d) Immunity.--A landlord that complies with this section is  
25 not liable to the tenant's estate or another person for a claim  
26 arising from removal of personal property from the premises.

27 CHAPTER 20A

28 SPECIAL TENANT REMEDIES

29 Subchapter

30 A. Effect of Domestic Violence, Stalking or Sexual Assault

1 B. Senior Citizens and Individuals with Disabilities

2 SUBCHAPTER A

3 EFFECT OF DOMESTIC VIOLENCE,

4 STALKING OR SEXUAL ASSAULT

5 Sec.

6 20A01. Definitions.

7 20A02. Change of lock or other security device.

8 20A03. Early release or termination of lease.

9 20A04. Landlord obligations on early release or termination.

10 20A05. Verification.

11 20A06. Effect of court order to vacate.

12 20A07. Landlord conduct with respect to victim.

13 § 20A01. Definitions.

14 The following words and phrases when used in this subchapter  
15 shall have the meanings given to them in this section unless the  
16 context clearly indicates otherwise:

17 "Attesting third party." A law enforcement official,  
18 licensed health-care professional or victim advocate.

19 "Domestic violence." The occurrence of one or more of the  
20 following acts between family or household members, sexual or  
21 intimate partners or individuals who share biological  
22 parenthood:

23 (1) Intentionally, knowingly or recklessly causing, or  
24 attempting to cause, bodily injury, serious bodily injury or  
25 sexual assault.

26 (2) Placing another in reasonable fear of imminent  
27 serious bodily harm.

28 (3) Violating 18 Pa.C.S. § 2903 (relating to false  
29 imprisonment).

30 "Domestic violence counselor/advocate." As defined in 23

1 Pa.C.S. § 6102(a) (relating to definitions).

2 "Perpetrator." An individual who commits, or is alleged to  
3 have committed, an act of domestic violence, sexual assault or  
4 stalking on a tenant or an immediate family member.

5 "Sexual assault." Conduct that constitutes an offense under  
6 any of the following provisions of 18 Pa.C.S.:

7 (1) Chapter 31 (relating to sexual offenses), except 18  
8 Pa.C.S. §§ 3129 (relating to sexual intercourse with animal)  
9 and 3130 (relating to conduct relating to sex offenders).

10 (2) Section 4304 (relating to endangering welfare of  
11 children) if the offense involved sexual contact with the  
12 victim.

13 (3) Section 6301(a)(1)(ii) (relating to corruption of  
14 minors).

15 (4) Section 6318 (relating to unlawful contact with  
16 minor).

17 (5) Section 6320 (relating to sexual exploitation of  
18 children).

19 "Sexual assault counselor." As defined in 42 Pa.C.S. §  
20 5945.1(a) (relating to confidential communications with sexual  
21 assault counselors).

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

24 "Victim." An individual who is the subject of an act of  
25 domestic violence, sexual assault or stalking.

26 "Victim advocate." A sexual assault counselor or domestic  
27 violence counselor/advocate.

28 § 20A02. Change of lock or other security device.

29 (a) Right of tenant.--Except as set forth in subsection (c):

30 (1) This subsection provides a remedy if:

1           (i) a tenant or an immediate family member is a  
2 victim; and

3           (ii) the tenant has a reasonable fear that the  
4 perpetrator or an individual acting on the perpetrator's  
5 behalf may attempt to gain access to the dwelling unit  
6 leased by the tenant.

7           (2) If paragraph (1) applies, the tenant:

8           (i) without the landlord's consent, may, subject to  
9 subsection (b), cause the locks or other security devices  
10 for the unit to be changed or rekeyed in a professional  
11 manner; and

12           (ii) shall give a key or other means of access for  
13 the new locks or security devices to the landlord and any  
14 other tenant, other than the perpetrator, who is a party  
15 to the lease.

16           (b) Right of landlord.--If locks or other security devices  
17 are changed or rekeyed under subsection (a), the landlord may  
18 subsequently change or rekey them, at the tenant's expense, to  
19 ensure compatibility with the landlord's master key or other  
20 means of access or to accommodate the landlord's reasonable  
21 commercial needs.

22           (c) Exception.--If the perpetrator is a party to the lease,  
23 locks or other security devices may not be changed or rekeyed  
24 under subsection (a) unless:

25           (1) a court order, other than an ex parte order  
26 expressly:

27           (i) requires that the perpetrator vacate the  
28 dwelling unit; or

29           (ii) restrains the perpetrator from contact with the  
30 tenant or immediate family member; and

1           (2) a copy of the order is given to the landlord.

2           (d) Perpetrators.--A perpetrator may not recover actual  
3 damages or other relief against a landlord or tenant resulting  
4 from the exercise of a right by the landlord or tenant under  
5 this section.

6 § 20A03. Early release or termination of lease.

7           (a) Procedure.--Subject to subsection (e), if a victim is a  
8 tenant or an immediate family member and has a reasonable fear  
9 of suffering a further act of domestic violence, sexual assault  
10 or stalking if the victim continues to reside in the dwelling  
11 unit, the tenant is released from the lease if all of the  
12 following apply:

13           (1) The tenant gives the landlord a notice which  
14 complies with subsection (b).

15           (2) The tenant gives the landlord:

16           (i) a copy of a valid, outstanding court order which  
17 restrains a perpetrator from contact with the tenant or  
18 an immediate family member;

19           (ii) copies of police reports, medical records or  
20 court documents relating to the tenant's or an immediate  
21 family member's victimization by domestic violence,  
22 sexual assault or stalking;

23           (iii) evidence that the perpetrator has been  
24 convicted of domestic violence, sexual assault or  
25 stalking; or

26           (iv) a verification which complies with section  
27 20A05 (relating to verification).

28           (b) Notice.--A notice under subsection (a) (1) must:

29           (1) be in a record signed by the tenant;

30           (2) state the tenant's intent to be released from the

1 lease on:

2 (i) a date which is at least 30 days from the date  
3 of the notice; or

4 (ii) if the perpetrator is a cotenant of the  
5 dwelling unit, an earlier date;

6 (3) state the facts giving rise to the fear of suffering  
7 a further act of domestic violence, sexual assault or  
8 stalking; and

9 (4) be given to the landlord not later than 90 days  
10 after the most recent act of domestic violence, sexual  
11 assault or stalking.

12 (c) Single tenant.--If there is only one tenant of the  
13 dwelling unit:

14 (1) a release under subsection (a) terminates the lease  
15 on the date specified in the notice under subsection (b) if  
16 the tenant vacates the dwelling unit on or before that date;

17 (2) the tenant is not liable for rent or other  
18 obligations accruing after the lease terminates;

19 (3) the termination shall not affect the tenant's  
20 obligations under the lease accruing prior to the date of  
21 termination; and

22 (4) the landlord shall return to the tenant any security  
23 deposit and unearned rent to which the tenant is otherwise  
24 entitled under section 20B04 (relating to disposition of  
25 security deposit and unearned rent on termination of lease).

26 (d) Multiple tenants.--If there are multiple tenants of the  
27 dwelling unit:

28 (1) the tenant who gives notice under subsection (a)(1)  
29 is released from the lease as of the date specified in the  
30 notice if the tenant vacates the dwelling unit on or before

1 the specified date;

2 (2) the release of one tenant under paragraph (1) does  
3 not terminate the lease with respect to other tenants;

4 (3) the landlord may require the remaining tenants to  
5 provide evidence reasonably satisfactory to the landlord that  
6 the remaining tenants will have the financial capability to  
7 continue to meet their obligations under the lease;

8 (4) the landlord is not required to return to the tenant  
9 released from the lease or a remaining tenant any security  
10 deposit or unearned rent to which the tenant is otherwise  
11 entitled under section 20B04 until the lease terminates with  
12 respect to all tenants; and

13 (5) the landlord and the remaining tenants may enter  
14 into a new lease upon mutually satisfactory terms.

15 (e) Limitation.--The following shall apply:

16 (1) A tenant who is a perpetrator may not seek  
17 termination of or release from a lease under this section.

18 (2) A perpetrator is not entitled to damages resulting  
19 from a good faith exercise of a right granted to a tenant or  
20 a landlord under this subchapter.

21 (f) Tenant's forwarding address.--If the tenant is entitled  
22 to the return of a security deposit or unearned rent under  
23 subsection (c) (4), the tenant may provide a confidential address  
24 to the landlord. The landlord shall maintain the confidentiality  
25 of the address if the tenant has advised the landlord that the  
26 address is confidential.

27 (g) Construction.--The provisions of this section with  
28 respect to the termination of or release from a lease by a  
29 tenant shall be self-effectuating without any further action by  
30 the tenant or the landlord. If a tenant who has complied with

1 subsections (a) and (b) prevails in a subsequent action by a  
2 landlord to recover all or any part of rent or other sums  
3 accruing under a lease after the effective date of the release  
4 or termination or for damages in connection with the release or  
5 termination, the tenant shall be entitled to recover legal fees  
6 and court costs incurred in connection with defense of the  
7 action.

8 § 20A04. Landlord obligations on early release or termination.

9 If a tenant is released from a lease under section 20A03  
10 (relating to early release or termination of lease), the  
11 landlord:

12 (1) may not assess a fee or penalty against the tenant  
13 solely for exercising a right granted under this subchapter;  
14 and

15 (2) may not disclose information required to be reported  
16 to the landlord under section 20A03 unless:

17 (i) the tenant provides specific, time-limited and  
18 contemporaneous consent to the disclosure in a record  
19 signed by the tenant; or

20 (ii) the information is required to be disclosed by  
21 a court order or law other than this subpart.

22 § 20A05. Verification.

23 (a) Form.--A verification under section 20A03(a)(2)(iv)  
24 (relating to early release or termination of lease) must include  
25 all of the following:

26 (1) From the tenant:

27 (i) the tenant's name and the address of the  
28 dwelling unit;

29 (ii) the approximate date on which the act of  
30 domestic violence, sexual assault or stalking occurred,

1 including the most recent date;

2 (iii) a statement that, because of an act of  
3 domestic violence, sexual assault or stalking, the tenant  
4 or an immediate family member has a reasonable fear that  
5 the tenant or immediate family member will suffer a  
6 further act of domestic violence, sexual assault or  
7 stalking by continued residence in the unit;

8 (iv) the proposed date for the termination of the  
9 lease or the release of the tenant from the lease; and

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

15 (2) From an attesting third party:

16 (i) the name, business address and business  
17 telephone number of the party;

18 (ii) the capacity in which the party received the  
19 information regarding the act of domestic violence,  
20 sexual assault or stalking;

21 (iii) a statement that the party has read the  
22 tenant's verification and been advised by the tenant that  
23 the tenant or an immediate family member:

24 (A) is the victim of the act of domestic  
25 violence, sexual assault or stalking; and

26 (B) has a reasonable fear that the tenant or an  
27 immediate family member will suffer a further act of  
28 domestic violence, sexual assault or stalking by  
29 continued residence in the dwelling unit; and

30 (iv) a statement that the party, based on the

1 tenant's verification:

2 (A) believes the tenant;

3 (B) understands that the verification may be  
4 used as the ground for releasing the tenant from a  
5 lease or terminating the tenant's interest under the  
6 lease; and

7 (C) understands that the statement could be used  
8 in court and the party could be liable for perjury as  
9 well as damages to the landlord for knowingly making  
10 false statements in the verification.

11 (b) False statements.--If a tenant submits to a landlord a  
12 verification containing false statements made by the tenant or  
13 an attesting third party that the tenant knew to be false, the  
14 court may award the landlord an amount equal to twice the  
15 landlord's actual damages, and costs and reasonable attorney  
16 fees.

17 § 20A06. Effect of court order to vacate.

18 (a) Landlords and tenants.--Upon issuance of a court order,  
19 other than an ex parte order requiring a perpetrator to vacate a  
20 dwelling unit, neither the landlord nor tenant has an obligation  
21 to:

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

24 (2) provide the perpetrator with any means of access to  
25 the unit.

26 (b) Interest of perpetrator.--If the perpetrator is a party  
27 to the lease, on issuance of the court order under subsection

28 (a):

29 (1) the perpetrator's interest under the lease  
30 terminates; and

1 (2) the landlord and any remaining tenant may recover  
2 from the perpetrator actual damages resulting from the  
3 termination.

4 (c) Other tenants.--The following shall apply:

5 (1) Termination of a perpetrator's interest under  
6 subsection (b) does not terminate the interest of any other  
7 tenant under the lease or alter the obligations of any other  
8 tenant under the lease.

9 (2) The landlord may require the remaining tenants to  
10 provide evidence reasonably satisfactory to the landlord that  
11 the remaining tenants will have the financial capability to  
12 continue to meet their obligations under the lease.

13 (3) The landlord and the remaining tenants may enter  
14 into a new lease upon mutually satisfactory terms.

15 (d) Return of security deposit and unearned rent.--On  
16 termination under subsection (b) of the interest of a  
17 perpetrator who was the only tenant on the lease, the landlord  
18 shall return the security deposit and unearned rent to which the  
19 perpetrator is entitled under section 20B04 (relating to  
20 disposition of security deposit and unearned rent on termination  
21 of lease). The landlord's obligation under this subsection shall  
22 be subject to the landlord's claim for rent and damages against  
23 the perpetrator as a result of the termination or for any other  
24 claim the landlord may have with respect to the security deposit  
25 or unearned rent under the lease or this subpart.

26 § 20A07. Landlord conduct with respect to victim.

27 (a) Retaliation.--A landlord may not do or threaten to do an  
28 act under section 1901(b) (relating to retaliation prohibited)  
29 if the landlord's purpose for engaging in the conduct is that:

30 (1) the tenant or an immediate family member of the

1 tenant is or has been a victim;

2 (2) an act of domestic violence, sexual assault or  
3 stalking committed against the tenant or an immediate family  
4 member resulted in a violation of the lease or this subpart  
5 by the tenant;

6 (3) criminal activity relating to domestic violence,  
7 sexual assault or stalking occurred against the tenant or an  
8 immediate family member; or

9 (4) a police or emergency response occurred as a result  
10 of a good faith complaint of an act of domestic violence,  
11 sexual assault or stalking against the tenant or an immediate  
12 family member.

13 (b) Refusal to rent.--A landlord may not refuse or threaten  
14 to refuse to rent a dwelling unit if the landlord's purpose for  
15 the refusal or threat is that the individual seeking to enter  
16 into a lease with the landlord or the individual's immediate  
17 family member is or has been the victim of an act of domestic  
18 violence, sexual assault or stalking.

19 (c) Willful violation.--If a landlord willfully violates  
20 this section, all of the following apply:

21 (1) The tenant or prospective tenant may recover the  
22 greater of:

23 (i) three times the periodic rent; or

24 (ii) three times actual damages.

25 (2) The tenant may:

26 (i) terminate the lease;

27 (ii) defend an action for possession on the ground

28 that the landlord violated this section; or

29 (iii) obtain appropriate injunctive relief.

30 (3) The prospective tenant may obtain appropriate

1 injunctive relief.

2 SUBCHAPTER B

3 SENIOR CITIZENS AND INDIVIDUALS

4 WITH DISABILITIES

5 Sec.

6 20A21. Definitions.

7 20A22. Early release or termination of lease.

8 § 20A21. Definitions.

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

12 "Assisted living residence." An assisted living residence as  
13 defined in section 1001 of the act of June 13, 1967 (P.L.31,  
14 No.21), known as the Human Services Code.

15 "Continuing-care provider." A facility licensed by the  
16 Insurance Department under the act of June 18, 1984 (P.L.391,  
17 No.82), known as the Continuing-Care Provider Registration and  
18 Disclosure Act.

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

21 "Home health care agency." Any of the following as defined  
22 in section 802.1 of the act of July 19, 1979 (P.L.130, No.48),  
23 known as the Health Care Facilities Act:

24 (1) A home health care agency.

25 (2) A long-term care nursing facility.

26 (3) A hospice.

27 (4) A home care agency.

28 (5) A home care registry.

29 "Licensed long-term care service provider." The term shall  
30 include:

- 1           (1) An assisted living residence.
- 2           (2) A continuing-care provider.
- 3           (3) A LIFE program.
- 4           (4) A long-term care nursing facility.
- 5           (5) A personal care home.

6           "LIFE program." The program of medical and supportive  
7 services known as Living Independently for Elders under 42 CFR  
8 Pt. 460 (relating to Programs of All-Inclusive Care for the  
9 Elderly (PACE)).

10          "Long-term care nursing facility." As defined in section  
11 802.1 of the Health Care Facilities Act.

12          "Older adult daily living center." A facility licensed by  
13 the Department of Aging to provide services under the act of  
14 July 11, 1990 (P.L.499, No.118), known as the Older Adult Daily  
15 Living Centers Licensing Act.

16          "Personal care home." As defined in section 1001 of the  
17 Human Services Code.

18          "Senior citizen." A tenant who is 60 years of age or older  
19 or will attain that age during the term of a lease to which the  
20 tenant is a party.

21          § 20A22. Early release or termination of lease.

22          (a) Procedure.--Notwithstanding any other provision of this  
23 subpart or other law, a tenant is released from the lease if all  
24 of the following apply:

25               (1) the tenant:

26                       (i) has a disability or is a senior citizen; and

27                       (ii) is either:

28                               (A) awaiting admission and subsequently moves to  
29 a licensed long-term care service provider; or

30                               (B) needs to move and subsequently moves to

1 another individual's residence for the express  
2 purpose of receiving care from a home health care  
3 agency or an older adult daily living center for a  
4 period of no less than six months;

5 (2) the tenant gives the landlord a notice which  
6 complies with subsection (b); and

7 (3) the tenant gives the landlord:

8 (i) certified documentation signed by a licensed  
9 physician indicating that the tenant, due to medical  
10 reasons, is unable to continue to live independently in  
11 the dwelling unit and requires admission to a licensed  
12 long-term care service provider or needs to receive care  
13 from a home health care agency or an older adult daily  
14 living center for a period of no less than six months; or

15 (ii) a notarized statement from another individual  
16 attesting to the fact that the tenant will be moving into  
17 the individual's residence to receive care from a home  
18 health care agency or an older adult daily living center  
19 for a period of no less than six months.

20 (b) Notice.--A notice under subsection (a) (2) must:

21 (1) be in a record signed by the tenant;

22 (2) state the tenant's intent to be released from the  
23 lease on a date which is at least 60 days from the date of  
24 the notice; and

25 (3) state the reason the tenant is entitled to be  
26 released from the lease under subsection (a) (1).

27 (c) Single tenant.--If there is only one tenant of the  
28 dwelling unit:

29 (1) a release under subsection (a) terminates the lease  
30 on the date specified in the notice under subsection (b) if

1 the tenant vacates the dwelling unit on or before that date;

2 (2) the tenant is not liable for rent or other  
3 obligations accruing after the lease terminates;

4 (3) the termination shall not affect the tenant's  
5 obligations under the lease accruing prior to the date of  
6 termination; and

7 (4) the landlord shall return to the tenant any security  
8 deposit and unearned rent to which the tenant is otherwise  
9 entitled under section 20B04 (relating to disposition of  
10 security deposit and unearned rent on termination of lease).

11 (d) Multiple tenants.--If there are multiple tenants of the  
12 dwelling unit:

13 (1) the tenant who gives notice under subsection (a)(1)  
14 is released from the lease as of the date specified in the  
15 notice if the tenant vacates the dwelling unit on or before  
16 the specified date;

17 (2) the release of one tenant under paragraph (1) does  
18 not terminate the lease with respect to other tenants;

19 (3) the landlord may require the remaining tenants to  
20 provide evidence reasonably satisfactory to the landlord that  
21 the remaining tenants will have the financial capability to  
22 continue to meet their obligations under the lease;

23 (4) the landlord is not required to return to the tenant  
24 released from the lease or a remaining tenant any security  
25 deposit or unearned rent to which the tenant is otherwise  
26 entitled under section 20B04 until the lease terminates with  
27 respect to all tenants; and

28 (5) the landlord and the remaining tenants may enter  
29 into a new lease upon mutually satisfactory terms.

30 (e) Tenant's forwarding address.--If the tenant is entitled

1 to the return of a security deposit or unearned rent under  
2 subsection (c)(4), the tenant may provide an address to the  
3 landlord.

4 (f) Landlord obligation.--If a tenant is released from a  
5 lease under this section, the landlord may not assess a fee or  
6 penalty against the tenant solely for exercising the right  
7 granted under this section.

8 (g) Tenant obligation.--If a tenant submits to a landlord a  
9 document under this section containing false statements made by  
10 the tenant or a third party that the tenant knew to be false,  
11 the court may award the landlord an amount equal to twice the  
12 landlord's actual damages and costs and reasonable attorney  
13 fees.

14 (h) Construction.--The provisions of this section with  
15 respect to the termination of or release from a lease by a  
16 tenant shall be self-effectuating without any further action by  
17 the tenant or the landlord. If a tenant who has complied with  
18 subsections (a) and (b) prevails in a subsequent action by a  
19 landlord to recover all or any part of rent or other sums  
20 accruing under a lease after the effective date of the release  
21 or termination or for damages in connection with the release or  
22 termination, the tenant shall be entitled to recover legal fees  
23 and court costs incurred in connection with defense of the  
24 action.

25 CHAPTER 20B

26 SECURITY DEPOSITS, FEES AND UNEARNED RENT

27 Sec.

28 20B01. Payment required at the commencement of term of lease.

29 20B02. Landlord, tenant and third-party interests in security  
30 deposit.

1 20B03. Safekeeping of security deposit.

2 20B04. Disposition of security deposit and unearned rent on  
3 termination of lease.

4 20B05. Disposition of security deposit on termination of  
5 landlord interest in premises.

6 § 20B01. Payment required at the commencement of term of lease.

7 (a) Prohibition.--Subject to subsection (b) and except as  
8 set forth in subsection (c), a landlord may not require the  
9 tenant to pay or agree to pay a security deposit or prepaid rent  
10 in an amount which exceeds two times the periodic rent.

11 (b) First month.--The limit under subsection (a) may not  
12 include the first month's rent or fees.

13 (c) Pets and alterations.--Except as otherwise provided by  
14 law other than this subpart, if a tenant keeps a pet on the  
15 premises or is permitted by the lease to make alterations to the  
16 premises, the landlord may require the tenant to pay an  
17 additional security deposit in an amount commensurate with the  
18 additional risk of damage to the premises.

19 § 20B02. Landlord, tenant and third-party interests in security  
20 deposit.

21 (a) Landlord.--All of the following apply to a landlord's  
22 interest in a security deposit:

23 (1) The landlord's interest is limited to a security  
24 interest.

25 (2) Notwithstanding law other than this subpart, the  
26 landlord's security interest is effective against, and has  
27 priority over, each creditor of and transferee from the  
28 tenant.

29 (3) Subject to subsection (c), a creditor of and  
30 transferee from the landlord can acquire no greater interest

1 in a security deposit than the interest of the landlord.

2 (b) Security deposit.--All of the following apply to a  
3 tenant's interest in a security deposit:

4 (1) Notwithstanding law other than this subpart, the  
5 tenant's interest has priority over any right of setoff the  
6 bank where the deposit is maintained may have for obligations  
7 owed to the bank other than charges normally associated with  
8 the bank's maintenance of the account where the deposit is  
9 maintained.

10 (2) The tenant's interest is not adversely affected if  
11 the deposit is commingled with the deposits of other tenants.

12 (3) The effect of commingling other than that allowed in  
13 paragraph (2) is determined by law other than this subpart.

14 (c) Other law on transferees.--Subsection (a) (3) does not  
15 abrogate generally applicable rules of law enabling a transferee  
16 of funds to take the funds free of competing claims.

17 § 20B03. Safekeeping of security deposit.

18 (a) Landlord obligations.--With respect to funds  
19 constituting a security deposit, all of the following apply:

20 (1) The landlord shall maintain the ability to identify  
21 the funds:

22 (i) by holding the funds in a bank account:

23 (A) which is used exclusively for security  
24 deposits;

25 (B) which is maintained with a bank doing  
26 business in this Commonwealth; and

27 (C) the title of which indicates that it  
28 contains security deposits; and

29 (ii) by maintaining records which indicate at all  
30 times the amount of the funds attributable to each tenant

1 whose funds are being held in the account.

2 (2) The landlord may commingle the funds received from  
3 other tenants as security deposits in the same bank account.

4 (3) The landlord may not commingle other funds,  
5 including the landlord's personal or business funds, in the  
6 account.

7 (b) Damages.--If the landlord fails to comply with  
8 subsection (a), the tenant may recover the greater of:

9 (1) actual damages; or

10 (2) the periodic rent.

11 (c) Bank obligations.--The bank in which a landlord deposits  
12 funds constituting a security deposit has no duty to ensure that  
13 the landlord properly applies the funds.

14 (d) Interest.--Unless a lease provides otherwise, a landlord  
15 is not required to deposit a security deposit into an interest-  
16 bearing account or to pay the tenant interest on the deposit.  
17 § 20B04. Disposition of security deposit and unearned rent on  
18 termination of lease.

19 (a) Refund.--After termination of a lease, the tenant is  
20 entitled to the amount by which the security deposit and any  
21 unearned rent exceeds the amount the landlord is owed under the  
22 lease or this subpart.

23 (b) Landlord.--Not later than 30 days after a lease  
24 terminates and the tenant vacates the premises, the landlord  
25 shall determine, subject to subsection (c), the amount the  
26 landlord believes the tenant is entitled to under subsection (a)  
27 and:

28 (1) tender the amount to the tenant or, if the tenant  
29 has died, the tenant representative;

30 (2) send the amount by first class mail, postage

1 prepaid, to:

2 (i) an address provided by the tenant or, if the  
3 tenant has died, the tenant representative; or

4 (ii) if there is no address under subparagraph (i),  
5 to the relevant address specified in section 1109  
6 (relating to required disclosures by tenant); or

7 (3) cause a funds transfer in the amount to be made,  
8 with the cost of transfer paid, to a bank account designated  
9 by the tenant or, if the tenant has died, the tenant  
10 representative.

11 (c) Documentation.--If the amount under subsection (b) is  
12 less than the sum of the tenant's security deposit and any  
13 unearned rent, the landlord shall provide the tenant or tenant  
14 representative, within the period specified under subsection  
15 (b), a record specifying each item of property damage or other  
16 unfulfilled obligation of the tenant to which the security  
17 deposit or unearned rent was applied and the amount applied to  
18 the item.

19 (d) Adjustment.--If the amount to which the tenant is  
20 entitled under subsection (a) is greater than the amount paid to  
21 the tenant or tenant representative, the tenant or tenant  
22 representative may recover the difference.

23 (e) Damages.--If the landlord fails to comply with  
24 subsection (b) or (c), all of the following apply:

25 (1) Except as set forth in paragraph (2), the court may  
26 award the tenant or tenant representative, in addition to any  
27 amount recoverable under subsection (d), the greater of:

28 (i) \$250; or

29 (ii) two times the amount recoverable under  
30 subsection (d).

1       (2) Paragraph (1) does not apply if the landlord's only  
2 noncompliance was the failure to comply with subsection (b)  
3 (2) as a result of the inadvertent failure to:

4           (i) pay the cost of postage or transmission; or

5           (ii) use the proper address.

6       (f) Tenant obligations.--If the security deposit and  
7 unearned rent held by a landlord are insufficient to satisfy the  
8 tenant's obligations under the lease and this subpart, the  
9 landlord may recover from the tenant the amount necessary to  
10 satisfy those obligations.

11 § 20B05. Disposition of security deposit on termination of  
12 landlord interest in premises.

13       (a) Landlords.--If a landlord's interest in the premises  
14 terminates, the landlord:

15           (1) if the lease continues, not later than 30 days after  
16 termination of the landlord's interest, shall:

17           (i) transfer to the person succeeding the landlord's  
18 interest in the premises any security deposit being held  
19 by the landlord; and

20           (ii) notify the tenant in a record of:

21                   (A) the successor's name and address;

22                   (B) the amount transferred; and

23                   (C) any claim previously made against the  
24 security deposit; or

25       (2) if the lease terminates as a result of the  
26 termination of the landlord's interest, comply with section  
27 20B04 (relating to disposition of security deposit and  
28 unearned rent on termination of lease).

29       (b) Personal representatives.--

30           (1) If the landlord dies before the termination of the

1 lease, the personal representative of the landlord's estate  
2 becomes the landlord until the premises are distributed to  
3 the successor.

4 (2) If the premises are distributed to the successor  
5 before the termination of the lease:

6 (i) the security deposit held by the representative  
7 shall be transferred to the successor; and

8 (ii) the representative shall notify the tenant in a  
9 record of:

10 (A) the successor's name and address;

11 (B) the amount transferred to the successor; and

12 (C) any claim previously made against the  
13 security deposit.

14 (3) If the premises are not distributed to the successor  
15 before the termination of the lease, the representative shall  
16 comply with section 20B04.

17 (c) Discharge of liability.--If a landlord or personal  
18 representative of the landlord's estate complies with subsection  
19 (a) or (b), the landlord and the estate have no further  
20 liability with respect to the security deposit.

21 (d) Succession.--Except as set forth in subsection (e), a  
22 successor to a landlord's interest in the premises has all  
23 rights and obligations of the landlord under this subpart with  
24 respect to any security deposit held by the predecessor landlord  
25 which has not been returned to the tenant, regardless of whether  
26 the security deposit was transferred or distributed to the  
27 successor.

28 (e) Exception.--If a landlord's interest is terminated by  
29 foreclosure, the successor's liability under subsection (d) is  
30 limited to the security deposit received by the successor.



1 Landlord and Tenant Act of 1951] section 1604(b) (relating to  
2 abandonment; remedy after termination).

3 \* \* \*

4 § 4319. Termination of cooperative interest.

5 \* \* \*

6 (b) Enforcement of proprietary lease.--The association shall  
7 have the right, at its option, to enforce the provisions of the  
8 proprietary lease, including termination of the cooperative  
9 interest for default thereunder, under [the provisions of the  
10 act of April 6, 1951 (P.L.69, No.20), known as The Landlord and  
11 Tenant Act of 1951, as amended,] Subpart A (relating to  
12 residential landlord and tenant) or by any other means available  
13 to it at law or in equity. In any such case, the court shall  
14 have the power to order judicial sale of the cooperative  
15 interest. In the event the proprietary lessee appeals an adverse  
16 decision in any court in which the association seeks to enforce  
17 its rights, the appeal may be dismissed, upon motion of the  
18 association, by the court in which the appeal is pending, if the  
19 proprietary lessee has not paid all the lessee's common expense  
20 assessments as they become due both prior to and during the  
21 pendency of the appeal, subject to any final judicial  
22 determination of the proprietary lessee's liability to make the  
23 payments if that is an issue in the appeal.

24 § 4412. Cooperatives containing conversion buildings.

25 \* \* \*

26 (d) Notice to vacate.--If a conversion notice specifies a  
27 date by which a unit or proposed unit must be vacated, the  
28 conversion notice also constitutes a notice of termination of  
29 the tenant's lease, subject to revocation in accordance with  
30 subsection (k) and a notice to quit specified [by section 501 of

1 the act of April 6, 1951 (P.L.69, No.20), known as The Landlord  
2 and Tenant Act of 1951] under section 1604(b) (relating to  
3 abandonment; remedy after termination).

4 \* \* \*

5 § 5410. Planned communities containing conversion buildings.

6 \* \* \*

7 (d) Notice to vacate.--If a conversion notice specifies a  
8 date by which a unit or proposed unit must be vacated, the  
9 conversion notice also constitutes a notice of termination of  
10 the tenant's lease, subject to revocation in accordance with  
11 subsection (i), and a notice to quit specified [by section 501  
12 of the act of April 6, 1951 (P.L.69, No.20), known as The  
13 Landlord and Tenant Act of 1951] under section 1604(b) (relating  
14 to abandonment; remedy after termination).

15 \* \* \*

16 Section 7. This act shall apply as follows:

17 (1) The addition of 68 Pa.C.S. § 1603(b) does not apply  
18 to a lien or security interest created or perfected before  
19 the effective date of this paragraph.

20 (2) The addition of 68 Pa.C.S. Chs. 11 through 20C  
21 applies to leases made or renewed on or after the effective  
22 date of this paragraph.

23 Section 8. Repeals are as follows:

24 (1) The General Assembly declares that the repeal under  
25 paragraph (2) is necessary to effectuate the addition of 68  
26 Pa.C.S. Chs. 11 through 20C.

27 (2) The act of April 6, 1951 (P.L.69, No.20), known as  
28 The Landlord and Tenant Act of 1951, is repealed.

29 Section 9. This act shall take effect in 60 days.